
**LONG-TERM LEASE AND CONCESSION AGREEMENT FOR
THE OHIO STATE UNIVERSITY PARKING SYSTEM**

dated as of

June 28, 2012

by and between

THE OHIO STATE UNIVERSITY

and

CAMPUSPARC LP

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS AND INTERPRETATION.....	1
Section 1.1. Definitions.....	1
Section 1.2. Number and Gender.....	22
Section 1.3. Headings.....	22
Section 1.4. References to this Agreement.....	22
Section 1.5. References to Any Person.....	22
Section 1.6. Meaning of Including.....	22
Section 1.7. Meaning of Discretion.....	22
Section 1.8. Meaning of Notice.....	22
Section 1.9. Consents and Approvals.....	22
Section 1.10. Trade Meanings.....	22
Section 1.11. Laws.....	22
Section 1.12. Currency.....	22
Section 1.13. Generally Accepted Accounting Principles.....	23
Section 1.14. Calculation of Time.....	23
Section 1.15. Approvals, Consents and Performance by the University.....	23
Section 1.16. Incorporation of Schedules.....	24
ARTICLE 2 THE TRANSACTION; CLOSING; CONDITIONS PRECEDENT; COVENANTS.....	24
Section 2.1. Grant of Concession.....	24
Section 2.2. Closing.....	24
Section 2.3. Deposit.....	26
Section 2.4. Conditions Precedent; Termination.....	27
Section 2.5. Covenants.....	30
Section 2.6. Intended Treatment for Federal and State Income Tax Purposes.....	34
Section 2.7. Closing Deliveries.....	36
Section 2.8. Memorandum of Lease.....	36
ARTICLE 3 TERMS OF THE CONCESSION.....	36
Section 3.1. Quiet Enjoyment and Present Condition.....	36
Section 3.2. Parking System Operations.....	37
Section 3.3. Operator.....	41
Section 3.4. Authorizations; Qualifications.....	43
Section 3.5. No Encumbrances.....	44
Section 3.6. Single Purpose Covenants.....	45
Section 3.7. Rights of the University to Access and Perform Work on the Parking System and Utilize Space for Renewable Energy Resources.....	45
Section 3.8. Payment of Taxes.....	48
Section 3.9. Utilities.....	48
Section 3.10. Notices of Defaults and Claims.....	50
Section 3.11. Assignment of Operating Agreements and Plans.....	51
Section 3.12. Use of Information and Records.....	51

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 3.13. Parking System Assets	52
Section 3.14. Payments by the University	52
Section 3.15. Naming Rights, Other Revenue Activities and Commercial Advertisements and Activities	52
Section 3.16. Reversion of Parking System.....	53
Section 3.17. Police, Fire, Emergency and Public Safety Access Rights.....	54
Section 3.18. Negotiations with Governmental Authorities	54
Section 3.19. Administration of the Public Way	54
Section 3.20. Air Rights.....	55
Section 3.21. Ongoing Ancillary Services.....	55
ARTICLE 4 CAPITAL IMPROVEMENTS	55
Section 4.1. Concessionaire Responsibility for Capital Improvements.....	55
Section 4.2. Authorizations Related to Capital Improvements.....	55
Section 4.3. University Responsibility for Capital Improvements	55
Section 4.4. Required Payment Options	56
ARTICLE 5 MODIFICATIONS	57
Section 5.1. University Directives	57
Section 5.2. Other Construction.....	57
Section 5.3. Concessionaire Requests.....	58
Section 5.4. Performance of Modifications	58
ARTICLE 6 OPERATING STANDARDS.....	58
Section 6.1. Compliance with Operating Standards	58
Section 6.2. Proposed Operating Standards.....	59
Section 6.3. Modified Operating Standards.....	59
ARTICLE 7 REVENUES, DESIGNATION OF PERMITS AND PARKING SPACES AND CLOSURE OF PARKING SPACES	60
Section 7.1. Schedule of Parking Fees.....	60
Section 7.2. Changes to Permits or Parking Spaces.....	61
Section 7.3. Notice.....	63
Section 7.4. Payments for Permanent Removal.....	63
Section 7.5. Special Events and Global Events	63
Section 7.6. Additional Parking Spaces.....	65
Section 7.7. Changes in Parking Rules, Regulations and Adjudication	65
Section 7.8. Increases in Parking Fees.....	65
Section 7.9. Right to Challenge	65
Section 7.10. Mitigation of Temporary Closure	66
ARTICLE 8 REPORTING; AUDITS; INSPECTIONS.....	66
Section 8.1. Reports	66

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 8.2. Information	67
Section 8.3. Inspection, Audit and Review Rights of the University	68
Section 8.4. Audits, Assistance, Inspections and Approvals	69
ARTICLE 9 REPRESENTATIONS AND WARRANTIES.....	69
Section 9.1. Representations and Warranties of the University.....	69
Section 9.2. Representations and Warranties of the Concessionaire	72
Section 9.3. Non-Waiver.....	74
Section 9.4. Survival.....	74
ARTICLE 10 FINANCE OBLIGATIONS	75
Section 10.1. Concessionaire’s Obligations.....	75
Section 10.2. University’s Obligations	75
Section 10.3. Concessionaire’s Obligation for Estoppel Certificates	76
Section 10.4. Prohibited Tax Shelter Transactions.....	76
ARTICLE 11 COMPLIANCE.....	76
Section 11.1. Compliance with Laws	76
Section 11.2. Non-Discrimination	76
Section 11.3. Compliance with Wage and Hour Laws	77
Section 11.4. Non-Collusion.....	77
Section 11.5. Conflict of Interest	77
Section 11.6. Drug-Free Workplace Certification	77
Section 11.7. Minority-Owned and Women-Owned Business Enterprises.....	78
Section 11.8. Financial and Audit Standards	78
ARTICLE 12 PAYMENT OBLIGATIONS	78
Section 12.1. Certain Payment Obligations of the Concessionaire	78
Section 12.2. Certain Payment Obligations of the University	78
Section 12.3. Agency for Representatives	79
Section 12.4. Third Party Claims	79
Section 12.5. Direct Claims	80
Section 12.6. Failure to Give Timely Notice	80
Section 12.7. Reductions and Subrogation	81
Section 12.8. Payment and Interest.....	81
Section 12.9. Limitation on Certain Claims.....	81
Section 12.10. Other Matters	82
Section 12.11. Offset Rights; Limitations on Certain Damages.....	82
Section 12.12. Governmental Immunity	82
Section 12.13. Survival.....	82
ARTICLE 13 INSURANCE.....	83
Section 13.1. Insurance Coverage Required	83

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 13.2. Additional Requirements	85
Section 13.3. Damage and Destruction.....	88
ARTICLE 14 ADVERSE ACTIONS.....	92
Section 14.1. Adverse Action	92
Section 14.2. Termination.....	94
Section 14.3. Right of University to Remedy.....	95
Section 14.4. Other Actions by Governmental Authorities	95
ARTICLE 15 DELAY EVENTS AND CONCESSION COMPENSATION.....	95
Section 15.1. Delay Events	95
Section 15.2. Relationship to Compensation Event.....	97
Section 15.3. Notice of Compensation Events.....	97
Section 15.4. Incremental Payments of Concession Compensation	97
Section 15.5. Settlement Compensation	98
ARTICLE 16 DEFAULTS; LETTERS OF CREDIT	100
Section 16.1. Default by the Concessionaire	100
Section 16.2. Default by the University	103
Section 16.3. Letters of Credit	106
Section 16.4. Consequences of Termination or Reversion	109
Section 16.5. Termination Other Than Pursuant to Agreement.....	111
ARTICLE 17 RESTRICTIONS ON TRANSFERS.....	111
Section 17.1. Transfers by the Concessionaire	111
Section 17.2. Assignment by the University.....	113
ARTICLE 18 DISPUTE RESOLUTION	113
Section 18.1. Scope.....	113
Section 18.2. Informal Dispute Resolution Procedures	113
Section 18.3. Mediation	114
Section 18.4. Litigation.....	114
Section 18.5. Provisional Remedies.....	114
Section 18.6. Tolling.....	114
ARTICLE 19 LENDERS.....	114
Section 19.1. Leasehold Mortgages	114
Section 19.2. Notices and Payments to Leasehold Mortgagees.....	116
Section 19.3. Leasehold Mortgagee’s Right to Cure	116
Section 19.4. Rights of the Leasehold Mortgagee	117
Section 19.5. Termination of this Agreement; New Agreement	118
Section 19.6. Recognition of Leasehold Mortgagee	119
Section 19.7. University’s Right to Purchase Leasehold Mortgages.....	119

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 19.8. Assignment and Assumption Agreement.....	120
Section 19.9. Right to Dispute Resolution.....	122
ARTICLE 20 MISCELLANEOUS	123
Section 20.1. Notice.....	123
Section 20.2. Entire Agreement.....	125
Section 20.3. Amendment.....	125
Section 20.4. Waiver of Rights.....	125
Section 20.5. Severability	125
Section 20.6. Governing Law; Waiver of Jury Trial	126
Section 20.7. Submission to Jurisdiction	126
Section 20.8. Further Acts	126
Section 20.9. Costs.....	126
Section 20.10. Interest.....	126
Section 20.11. Inurement and Binding Effect.....	127
Section 20.12. No Partnership or Third Party Beneficiaries.....	127
Section 20.13. Cumulative Remedies	127
Section 20.14. Counterparts; Facsimile Execution	127

SCHEDULES

Schedule 1	Board Resolution
Schedule 2	Operating Standards
Schedule 3	Parking Garages, Parking Lots and Parking System Assets
Schedule 4	Parking System Contracts
Schedule 5	Parking Fees
Schedule 6	Form of Trademark License Agreement
Schedule 7	Form of Legal Opinion of Counsel to the University
Schedule 8	Form of Legal Opinion of Counsel to the Concessionaire
Schedule 9	Financial Information
Schedule 10	Special Events
Schedule 11	University Withheld Payments
Schedule 12	Capital Improvements
Schedule 13	Competing Parking Area Map
Schedule 14	Computer Systems and Software
Schedule 15	Parking Permits
Schedule 16	Excluded Leases
Schedule 17	Garage Offices
Schedule 18	Form of Memorandum of Lease
Schedule 19	Ongoing Ancillary Services
Schedule 20	University Leases

LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE OHIO STATE UNIVERSITY PARKING SYSTEM

THIS LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE OHIO STATE UNIVERSITY PARKING SYSTEM (this "Agreement") is made and entered into as of this 28th day of June, 2012 by and between The Ohio State University (the "University"), and CampusParc LP, a Delaware limited partnership (the "Concessionaire").

RECITALS

WHEREAS, the University has established a Parking System (as defined herein) and owns the Parking Facilities and the Parking System Assets (both, as defined herein); and

WHEREAS, pursuant to Section 3345.11 of the Ohio Revised Code and under the terms and conditions of that certain resolution adopted by the Board of Trustees of the University (the "Board") on June 22, 2012 and attached hereto as Schedule 1, the University is authorized to enter into the Transaction (as defined herein); and

WHEREAS, the Concessionaire desires to lease the Parking Facilities from the University, and obtain a grant from the University of the right to operate, maintain and improve the Parking System for the Term (as defined herein) of this Agreement in connection therewith, all as hereinafter provided; and

WHEREAS, the University desires to lease the Parking Facilities to the Concessionaire and grant the Concessionaire the right to operate, maintain and improve the Parking System for the Term of this Agreement in connection therewith, all as hereinafter provided; and

WHEREAS, the Concessionaire agrees to lease the Parking Facilities and to operate, maintain and improve the Parking System in accordance with the provisions of this Agreement including the Operating Standards (as defined herein); and

NOW THEREFORE, for and in consideration of the premises, the mutual covenants, representations, warranties and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties (as defined herein) covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1. Definitions. Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

"AAA" means the American Arbitration Association.

"AA-Compensation" has the meaning ascribed thereto in Section 14.1(b).

"AA-Dispute Notice" has the meaning ascribed thereto in Section 14.1(c).

“AA-Notice” has the meaning ascribed thereto in Section 14.1(c).

“AA-Preliminary Notice” has the meaning ascribed thereto in Section 14.1(c).

“Additional Coverages” has the meaning ascribed thereto in Section 13.2(m).

“Additional Parking Spaces” has the meaning ascribed thereto in Section 7.6.

“Adjusted for Inflation” means adjusted by the percentage increase, if any, or decrease, if any, in the Index during the applicable adjustment period.

“Adverse Action” has the meaning ascribed thereto in Section 14.1(a).

“Affected Property” means any public or private property, including helicopter landing facilities, green-houses, elevated pedestrian sky walks or bridges that connect a Parking Garage to another structure that is not another Parking Garage, mechanical rooms and mechanical equipment that serves University property and does not solely serve a Parking Garage, parks, highways, streets, roads, roadways, railroads, rail or other transit ways, and any ancillary facilities related to any of the foregoing, under the jurisdiction or control of the University, any other Governmental Authority or any other Person that is located above, within the boundaries of, intersects with, crosses over or under or is adjacent to any Parking Space or Parking Facility or any part thereof.

“Affiliate”, when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries has a Ten Percent (10%) or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with (which shall include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person shall be deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (for purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust shall be deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

“Agreement” has the meaning ascribed thereto in the preamble to this Agreement (including all Schedules referred to herein), as amended from time to time in accordance with the terms hereof.

“Alternative Proposed Settlement Compensation” has the meaning ascribed thereto in Section 15.5(b).

“Approval”, “Approved”, “Approves”, “Approved by the University” and similar expressions mean approved or consented to by the University in accordance with the provisions of Section 1.15.

“Assignment and Assumption Agreement” has the meaning ascribed thereto in Section 19.8(c).

“Assumed Liabilities” has the meaning ascribed thereto in Section 3.2(c).

“Audit and Review” and similar expressions mean, with respect to any matter or thing relating to the Parking System, the Parking System Operations or this Agreement, the performance by or on behalf of the University of such reviews, investigations, inspections and audits relating to such matter or thing as the University may reasonably determine to be necessary in the circumstances, conducted in each case in accordance with applicable United States industry accepted practices, if any, or as required by Law, but in accordance with the provisions of this Agreement.

“Authorization” means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit, notarization or other requirement of any Person that applies to the Parking System or is reasonably required from time to time for the Parking System Operations.

“Bank Rate” means the Three (3) month London Interbank Offered Rate (LIBOR) (or any successor rate thereto) as reported in The Wall Street Journal (or any successor thereof).

“Bid Date” means May 30, 2012.

“Board” has the meaning ascribed thereto in the Recitals to this Agreement.

“Breakage Costs” means any breakage costs, make-whole premium payments, termination payments or other prepayment amounts (including debt premiums and interest rate hedge termination costs) that are required to be paid by the Concessionaire with respect to Leasehold Mortgage Debt as a result of the early repayment of such Leasehold Mortgage prior to its scheduled maturity date.

“Business Day” means any Day that is neither a Saturday, a Sunday nor a Day observed as a holiday by the University, the State of Ohio or the United States government.

“Capital Improvement” means any improvement to the structural, electrical or mechanical components of the Parking Facilities or any maintenance, repair or replacement expenditure in excess of \$100,000 with respect to the Parking System.

“Cash Deposit” has the meaning ascribed thereto in Section 2.3(a).

“Casualty Cost” has the meaning ascribed thereto in Section 13.3(a).

“CE-Dispute Notice” has the meaning ascribed thereto in Section 15.4(b).

“CE-Notice” has the meaning ascribed thereto in Section 15.4(a).

“CE-Preliminary Notice” has the meaning ascribed thereto in Section 15.3.

“Change in Control” means, with respect to any Person, whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, either (i) a change in ownership so that Fifty Percent (50%) or more of the direct or indirect voting or economic interests in such Person is transferred to a Person or group of Persons acting in concert, (ii) the power directly or indirectly to direct or cause the direction of management and policy of such Person, whether through ownership of voting securities, by contract, management agreement, or common directors, officers or trustees or otherwise, is transferred to a Person or group of Persons acting in concert or (iii) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of such Person; provided, however, that notwithstanding anything to the contrary set forth in this definition, none of the following shall constitute a Change in Control for the purposes of this Agreement:

- (a) Transfers of direct or indirect ownership interests in the Concessionaire between or among Persons that are majority-owned Affiliates of each other or Persons who are under common control, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise;
- (b) Transfers of shares of the Concessionaire or the direct or indirect shareholders of the Concessionaire pursuant to bona fide open market transactions on the New York Stock Exchange, NASDAQ, London Stock Exchange or comparable U.S. or foreign securities exchange, including any such transactions involving an initial or “follow on” public offering; *provided that* no Person or group of Persons acting in concert (that is not the Concessionaire) acquires securities such that such Person or group of Persons beneficially owns more than 50% of the publicly traded securities of the Concessionaire;
- (c) Transfers of direct or indirect ownership interests in the Concessionaire by any Equity Participant or its beneficial owner(s) to any Person so long as the Equity Participants or their respective beneficial owner(s) having ownership interests in the Concessionaire as of the this Agreement together retain, in the aggregate, Fifty Percent (50%) or more of the direct or indirect voting or economic interests in the Concessionaire or the power to directly or indirectly direct or cause the direction of management and policy of the Concessionaire, through ownership of voting securities or common directors, officers or trustees;
- (d) any change of ownership that is attributable to a lease, sublease, concession, management agreement, operating agreement or other similar arrangement that is subject and subordinate in all respects to the rights of the University under this Agreement so long as (1) no Change in Control occurs with respect to the Concessionaire, and (2) the Concessionaire remains obligated under this Agreement;
- (e) the creation of a trust or any other transaction or arrangement that is solely a transfer of all or part of the Concessionaire’s economic interest under this Agreement to another entity so long as (1) no Change in Control occurs with respect to the Concessionaire, and (2) the Concessionaire remains obligated under this Agreement; and

- (f) Transfers of direct or indirect ownership interests in the Concessionaire (1) between or among investment funds, including funds that invest in infrastructure, and investors therein; provided that following such Transfer such direct or indirect ownership interests remain under the same common ownership, management or control as existed prior to such Transfer, or (2) from investment funds, including infrastructure funds, or investors therein, to any Person; *provided that* such direct or indirect ownership interests, following consummation of such Transfer, remain under the same management or control that existed prior to such Transfer, it being understood that ownership interests shall be deemed to be controlled by a Person if controlled in any manner whatsoever that results in control in fact, whether directly or indirectly, and whether through share ownership, a trust, a contract or otherwise.

“Claim” means any demand, action, cause of action, suit, proceeding, arbitration, claim, judgment or settlement or compromise relating thereto which may give rise to a right to a payment obligation under Section 12.1 or 12.2.

“Class” or “Classes” means the type or types of Permit(s) currently sold by the University as set forth on Schedule 15.

“Closing” has the meaning ascribed thereto in Section 2.2(a).

“Closing Consideration” has the meaning ascribed thereto in Section 2.1.

“Closing Date” has the meaning ascribed thereto in Section 2.2(a).

“Closing Deposit” has the meaning ascribed thereto in Section 2.3(a).

“Closing Period” means the period between the date hereof up to the Time of Closing.

“Comparable Parking Facilities” means with respect to a Parking Facility, a parking garage or parking lot (whether privately or publicly owned) that is located at a large university, is used in connection with providing parking to such university and is reasonably comparable to the Parking Facility in terms of physical structure, capacity, utilization and the nature of the services provided.

“Compensation Event” means (i) subject to Article 5, the Concessionaire’s compliance with or the implementation of any University Directive or any modified or changed Operating Standard subject to Section 6.3(b), (ii) the occurrence of an Adverse Action, (iii) an event causing a delay described in clauses (iv) and (v) in the definition of “Delay Event”, (iv) any Competing Parking Action; (v) the occurrence of certain events described under Section 2.5(i), Section 2.5(m), Section 3.7, Section 3.19(b), Section 3.21, Section 5.1, Section 5.2(b), Section 6.3(b), Section 7.1(c), Section 7.2(a), Section 7.2(b), Section 7.2(c), Section 7.2(e), Section 7.4, Section 7.5, Section 7.7 or any other event that under the terms of this Agreement expressly requires the payment of Concession Compensation.

“Competing Parking Action” means (i) the construction, acquisition or operation of a parking garage, parking lot or other parking facility used for the parking of motor vehicles within

the Competing Parking Area by or on behalf of the University that was not in operation as a public parking garage, public parking lot or public parking facility on the Bid Date (but, solely for such purpose, excluding any parking spaces used in connection with loading docks for buildings), including any such parking garage, parking lot or other parking facility developed by a transferee or lessee of the University within the Competing Parking Area (which transfer or lease occurred after the Bid Date); (ii) except as provided in Section 5.2, the designation by the University in the Competing Parking Area of any new parking space that is not included in the Parking System; or (iii) an increase of the geographic area serviced by the University's busing service that is not the result, directly or indirectly, of the University's obligation to provide remote lot busing services pursuant to Section 3.21; provided, however, that the provision of valet parking services within the Competing Parking Area reasonably commensurate with the valet parking services provided as of the Bid Date shall not constitute a Competing Parking Action.

"Competing Parking Area" means that portion of the City of Columbus within the boundary of the area demarcated in the Competing Parking Area Map attached hereto as Schedule 13.

"Concession Compensation" means any compensation payable by the University to the Concessionaire in order to restore the Concessionaire to the same economic position the Concessionaire would have enjoyed if the applicable Compensation Event had not occurred, which Concession Compensation payable at any point in time in accordance with the terms of this Agreement shall be equal to the sum of (i) all Losses for the applicable Permit Year (including increased operating, financing, capital and maintenance costs but excluding any costs and expenses that the Concessionaire would otherwise expend or incur in order to comply with this Agreement or in the ordinary course of the performance of the Parking System Operations or the carrying on of business in the ordinary course) that are reasonably attributable to such Compensation Event plus (ii) the actual and estimated net losses of the Concessionaire's present and future Parking Revenue for the applicable Permit Year that is reasonably attributable to such Compensation Event; provided, however, that with respect to clause (ii), the amount of such actual and estimated net losses that may be claimed at any point during any Permit Year (or with respect to the Settlement Compensation attributable to such Permit Year) shall not exceed the amount of actual and estimated net losses of the Concessionaire's Parking Revenue suffered during, and attributable only to, such Permit Year; provided, further, that with respect to clause (ii), the amount of such actual and estimated net losses reasonably attributable to such Compensation Event and suffered during, and attributable only to, a future Permit Year may be claimed as Concession Compensation for such future Permit Year only during such future Permit Year (or with respect to the Settlement Compensation attributable to such future Permit Year) in accordance with Article 15. Concession Compensation, if any, shall be paid in accordance with Article 15. If the Concessionaire is required to provide its own capital with respect to compliance with or implementation of a University Directive (other than providing capital pursuant to Section 5.2(a)) or a modified or changed Operating Standard (other than a modified Operating Standard described in Section 6.3(a)) or any other Compensation Event, then the Concession Compensation, shall, in addition to the components described above, take into account the actual cost to the Concessionaire of such capital and include a then-applicable market-based rate of return thereon (which market-based rate of return shall be reasonably commensurate with then-prevailing rates of return for similar assets and similar or analogous

financings in the parking industry). For purposes of the preceding sentence, the market-based rate of return shall be initially proposed in writing by the Concessionaire to the University. The University may, in accordance with the provisions of Article 18, dispute that such market-based rate of return proposed by the Concessionaire is reasonably commensurate with then-prevailing rates of return for similar assets and similar or analogous financings in the parking industry. To the extent Concession Compensation is payable by the University to the Concessionaire is attributable to compliance with or the implementation of a University Directive, such Concession Compensation shall take into account any estimated reduction in Taxes due to depreciation to which the Concessionaire is entitled for tax purposes (taking into account the cost to the Concessionaire of the Present Value of up-front tax payments prior to such depreciation) with respect to any new parking garage, parking lot or other parking facility.

“Concession Compensation Balance” means, at any point in time during a Permit Year, (i) Concession Compensation due and payable with respect to such Permit Year pursuant to the terms of this Agreement (excluding any amounts already paid by the University pursuant to Section 15.4) less (ii) all profits and revenue enhancements that are the result of or otherwise attributable to any addition of Parking Spaces to the Parking System by the University during the Term; provided, however, that the deduction contemplated in clause (ii) shall include such profits and revenue enhancements only to the extent that Concession Compensation due and payable and at any prior time has not already been offset by such profits or revenue enhancements.

“Concession Year” means (i) if the Closing Date occurs on the first Day of a calendar month, the Twelve (12) month period beginning on the Closing Date or (ii) if the Closing Date does not occur on the first Day of a calendar month, the period from the Closing Date through the end of the calendar month in which the Closing Date occurred and the next succeeding Twelve (12) month period and, in either case of clause (i) or (ii), each succeeding Twelve (12) month period and in any case ending on the End Date.

“Concessionaire” has the meaning ascribed thereto in the preamble to this Agreement.

“Concessionaire Default” has the meaning ascribed thereto in Section 16.1(a).

“Concessionaire Interest” means the interest of the Concessionaire in the Parking System created by this Agreement and the rights and obligations of the Concessionaire under this Agreement.

“Concessionaire Request” means a written request in respect of the Parking System prepared by or on behalf of the Concessionaire and addressed to the University seeking to make a fundamental change in the dimensions, character, quality or location of any part of the Parking System; provided, however, that a Concessionaire Request need not be submitted in connection with operations, maintenance or repair of the Parking System in the ordinary course or any other aspects of Parking System Operations permitted or reserved to the Concessionaire under this Agreement, including any modification or change to the Operating Standards pursuant to Section 6.2.

“Consent” means any approval, consent, ratification, waiver, exemption, franchise, license, permit, novation, certificate of occupancy or other authorization of any Person, including any Consent issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any applicable Law.

“Contractor” means, with respect to a Person, any contractor with whom such Person contracts to perform work or supply materials or labor in relation to the Parking System, including any subcontractor of any tier, supplier or materialman directly or indirectly employed pursuant to a subcontract with a Contractor. For the avoidance of doubt, the Operator (if other than the Concessionaire) shall be a Contractor of the Concessionaire.

“Day” means a calendar day, beginning at 12:01 a.m. in the eastern time zone of the United States coinciding with the calendar day.

“Defending Party” has the meaning ascribed thereto in Section 12.4(c).

“Delay Event” means (i) an event of Force Majeure that interrupts or limits the performance of the Concessionaire’s obligations hereunder or the Concessionaire’s use of the Parking System, (ii) a failure to obtain, or delay in obtaining, any Authorization from a Governmental Authority (provided that such failure or delay could not have been reasonably prevented by technical and scheduling measures or other reasonable measures of the Concessionaire), (iii) the enactment of a new Law or the modification, amendment or change in enforcement or interpretation of a Law (including a change in the application thereof by any Governmental Authority) arising after the Bid Date, (iv) a delay caused by the performance of works (including the activities authorized by Section 3.7) carried out by the University or at its direction or, for purposes of Delay Events only (and not Compensation Events), by any other Person not acting under the authority or direction of the Concessionaire or the Operator, (v) a delay caused by a failure by the University to perform or observe any of its covenants or obligations under this Agreement or (vi) a delay caused by the presence in, on, under or around the Parking System of Hazardous Substances, which in each case results in or would result in a delay or interruption in the performance by the Concessionaire of any obligation under this Agreement; except to the extent that the consequences of such delay or the cause thereof is specifically dealt with in this Agreement or arises by reason of (A) the negligence or intentional misconduct of the Concessionaire or its Representatives, (B) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement or (C) except as contemplated by Section 5.1, lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire. For the avoidance of doubt, a Delay Event shall not include any event of which the consequence is otherwise specifically dealt with in this Agreement or arises by reason of (i) the negligence or intentional misconduct of the Concessionaire or its Representatives, (ii) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement, (iii) except as contemplated by Section 5.1, lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire or (iv) any strike, labor dispute or other labor protest involving any Person retained, employed or hired by the Concessionaire or its Representatives to supply materials or services for or in connection with the Parking System Operations or any strike, labor dispute or labor protest pertaining to the Concessionaire, in all cases to the extent that such strike, dispute or protest (A) is not of general

application and (B) is caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of the Concessionaire or its Representatives.

“Delay Event Dispute Notice” has the meaning ascribed thereto in Section 15.1(e).

“Delay Event Notice” has the meaning ascribed thereto in Section 15.1(e).

“Delay Event Remedy” has the meaning ascribed thereto in Section 15.1(d).

“Depository” means a savings bank, a savings and loan association or a commercial bank or trust company which would qualify as an Institutional Lender, designated by the Concessionaire, that enters into an agreement with the Concessionaire to serve as depository pursuant to this Agreement, provided that such Depository shall have an office, branch, agency or representative located in the City of Columbus, Ohio; provided, however, that so long as a Leasehold Mortgage is in effect, the Depository under Section 13.3 shall be the institution acting as the collateral agent or depository under the financing secured by such Leasehold Mortgage.

“Designated Senior Person” means such individual who is designated as such from time to time by each Party for the purposes of Article 18 by written notice to the other Party.

“Direct Claim” means any Claim by an Obligee against an Obligor that does not result from a Third Party Claim.

“Document” has the meaning ascribed thereto in Section 1.15(b).

“Eligible Investments” means any one or more of the following obligations or securities: (i) direct obligations of, and obligations fully guaranteed by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America; (ii) demand or time deposits, federal funds or bankers’ acceptances issued by any Institutional Lender (provided that the commercial paper or the short-term deposit rating or the long-term unsecured debt obligations or deposits of such Institutional Lender at the time of such investment or contractual commitment providing for such investment have been rated “A” (or the equivalent) or higher by a Rating Agency or any other demand or time deposit or certificate of deposit fully insured by the Federal Deposit Insurance Corporation); (iii) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than One (1) Year after the date of issuance thereof) which has been rated “A” (or the equivalent) or higher by a Rating Agency at the time of such investment; (iv) any money market funds, the investments of which consist of cash and obligations fully guaranteed by the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America and which have been rated “A” (or the equivalent) or higher by a Rating Agency; and (v) other investments then customarily accepted by the University in similar circumstances; provided, however, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such instrument or security provides for payment of both principal and interest with a yield to maturity in excess of One Hundred and Twenty Percent (120%) of the yield to maturity at par.

“Emergency” means a situation that is urgent and calls for immediate action, which, if such action is not taken, is reasonably likely to result in imminent harm or physical damage to any or all of the Parking System or any Person, including the University.

“Encumbrance” means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, servitude, option, reservation, lease, claim, trust, deemed trust or encumbrance of any nature whatsoever, whether arising by operation of Law, judicial process, contract, agreement or otherwise created.

“End Date” means the date on which this Agreement expires or is terminated.

“Enforcement Operator” has the meaning ascribed thereto in Section 3.2(d).

“Enforcement Policies and Procedures” means the policies and procedures established by the regulations that are designed to deter Parking Violations, including procedures for the issuance and collection of parking tickets and citations for violations of the parking rules and regulations with respect to the Parking Spaces, by such means as permitted by Law, in each case, as set forth in the Operating Standards.

“Environment” means soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata and ambient air.

“Environmental Laws” means any Laws applicable to the Parking System or Parking System Operations regulating or imposing liability or standards of conduct concerning or relating to (i) the regulation, use or protection of human health or the Environment or (ii) the regulation, use or exposure to Hazardous Substances.

“Equity Participant” means any Person who holds any shares of capital stock, units, partnership or membership interests, other equity interests or equity securities of the Concessionaire.

“Escrow Agent” means a bank, trust company or national banking association selected by the University to hold the Cash Deposit.

“Excluded Lease” and “Excluded Leases” has the meaning ascribed thereto in the definition of “Excluded Leased Property”.

“Excluded Leased Property” means a parking facility or parking space described in a lease set forth on Schedule 16 (each an “Excluded Lease” and collectively, the “Excluded Leases”).

“Excluded Liabilities” has the meaning ascribed thereto in Section 3.2(c).

“Final Settlement Compensation” has the meaning ascribed thereto in Section 15.5(d).

“Force Majeure” means any event beyond the reasonable control of the Concessionaire and the University that delays, interrupts or limits the performance of a Party’s obligations hereunder, including an intervening act of God or public enemy, war, invasion, armed conflict,

act of foreign enemy, blockade, revolution, act of terror, sabotage, civil commotions, interference by civil or military authorities, condemnation or confiscation of property or equipment by any Governmental Authority, nuclear or other explosion, radioactive or chemical contamination or ionizing radiation, fire, tornado, flooding, earthquake or other natural disaster, riot or other public disorder, epidemic, quarantine restriction, strike, labor dispute or other labor protest, stop-work order or injunction issued by a Governmental Authority, governmental embargo.

“Global Event” has the meaning ascribed thereto in Section 7.5(b)(i).

“Government Agreement” has the meaning ascribed thereto in Section 3.18.

“Governmental Authority” means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority.

“Hazardous Substance” means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, subject waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

“Index” means the “Consumer Price Index – Midwest Urban, All Items” (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that if the Index is changed so that the base year of the Index changes, the Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics; provided further, that if the Index is discontinued or revised during the Term, such other index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

“Information” means any and all information relating to the Parking System Operations.

“Institutional Lender” means (i) the United States of America, any state thereof or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects, (ii) any (a) savings bank, savings and loan association, commercial bank, trust company (whether acting individually or in a fiduciary capacity) or insurance company organized and existing under the laws of the United States of America or any state thereof, (b) foreign insurance company or commercial bank qualified to do business as an insurer or commercial bank as applicable under the laws of the United States of America, (c) pension fund, foundation or university or college or other endowment fund or (d) investment bank, pension advisory firm, mutual fund, investment company or money management firm, (iii) any “qualified institutional buyer” under Rule 144(A) under the Securities Act or any other similar Law hereinafter enacted that defines a similar category of investors by substantially similar terms or (iv) any other financial institution or entity

designated by the Concessionaire and Approved by the University (provided that such institution or entity, in its activity under this Agreement, shall be acceptable under then current guidelines and practices of the University); provided, however, that each such entity (other than entities described in clause (iii) of this definition) or combination of such entities if the Institutional Lender shall be a combination of such entities shall have individual or combined assets, as the case may be, of not less than Five Hundred Million Dollars (\$500,000,000), which shall include, in the case of an investment or advisory firm, assets controlled by it or under management.

“Law” means any order, writ, injunction, decree, judgment, law, ordinance, decision, opinion, ruling, policy, statute, code, rule or regulation of any Governmental Authority.

“Leasehold Mortgage” means any lease, indenture, mortgage, deed of trust, pledge or other security agreement or arrangement, including a securitization transaction with respect to Parking Revenue, encumbering any or all of the Concessionaire Interest or the shares or equity interests in the capital of the Concessionaire and any of its subsidiaries and any cash reserves or deposits held in the name of the Concessionaire, in each case that satisfies all of the conditions in Section 19.1.

“Leasehold Mortgage Debt” means any bona fide debt (including principal, accrued interest and customary lender or financial insurer, agent and trustee fees, costs, premiums, expenses, indemnities and reimbursement obligations (whether liquidated or contingent) with respect thereto, and including all payment obligations under interest rate hedging agreements with respect thereto and reimbursement obligations with respect thereto to any financial insurer) and/or an assignment in connection with a securitization transaction secured by a Leasehold Mortgage relating to the Parking System and granted to a Person pursuant to an agreement entered into prior to the occurrence of any Adverse Action, University Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.5 giving rise to the payment of amounts for or in respect of termination under this Agreement. For the purposes of determining Parking System Concession Value, Leasehold Mortgage Debt shall not include (i) debt from an Affiliate of the Concessionaire or the Operator, unless such debt is on terms consistent with terms that would reasonably be expected from a non-Affiliate lender acting in good faith; (ii) any increase in debt to the extent such increase is the result of an agreement or other arrangement entered into after the Concessionaire was aware (or should have been aware, using reasonable due diligence) of the prospective occurrence of an event giving rise to the payment of the Parking System Concession Value; or (iii) any debt with respect to which the Leasehold Mortgagee did not provide the University with notice of its Leasehold Mortgage in accordance in all material respects with the Leasehold Mortgagee Notice Requirements. Notwithstanding anything to the contrary set forth in this definition, except with respect to debt incurred or committed on or prior to the first anniversary of the Closing Date, all of which incurred or committed debt shall be deemed to be Leasehold Mortgage Debt, Leasehold Mortgage Debt shall not include any new debt incurred or committed following the first anniversary of the Closing Date (it being understood and agreed by the Parties that any capitalization of interest or accretion of principal or other committed increases on any debt incurred or committed on or prior to the first anniversary of the Closing Date shall not constitute new debt) unless (A) the Concessionaire has provided the University with a written appraisal (at the Concessionaire’s expense and by an independent third party appraiser described under “Parking System Concession Value”) of the fair market value of the Concessionaire Interest at

the time of the incurrence or commitment of such new debt, and (B) such appraisal confirms the aggregate amount of Leasehold Mortgage Debt after giving effect to the incurrence or commitment of any such new debt is not in excess of 80% of the fair market value of the Concessionaire Interest set forth in such appraisal at the time of incurrence or commitment of such new debt provided that any capitalization of interest or accretion of principal or other committed increases on any debt set forth in such appraisal shall constitute Leasehold Mortgage Debt to the extent such debt constitutes Leasehold Mortgage Debt on the date such appraisal is given; and provided further that the Parties agree that notwithstanding the requirements of the foregoing sub-clauses (A) and (B), the amount of Closing Consideration paid at Closing shall be deemed to constitute the fair market value of the Concessionaire Interest for a period of One (1) Year after the Closing Date and, as such, no appraisal shall be required within such One-Year period. The appraisal requirement in the preceding sentence shall not apply to any protective advances made by any Leasehold Mortgagee or advances made by any Leasehold Mortgagee to cure Concessionaire defaults under the Leasehold Mortgage (regardless of whether entered into on or after the Closing Date) or other financing documents of such Leasehold Mortgagee or to the Letter of Credit or other surety required under Section 16.3.

“Leasehold Mortgagee” means the holder or beneficiary of a Leasehold Mortgage, including the Lessor in a lease or Leveraged Lease.

“Leasehold Mortgage Notice Requirements” means the delivery by a holder or beneficiary of a Leasehold Mortgage to the University, not later than Ten (10) days after the execution and delivery of such Leasehold Mortgage by the Concessionaire, of a true and complete copy of the executed original of such Leasehold Mortgage, together with a notice containing the name and post office address of the holder of such Leasehold Mortgage.

“Leasehold Mortgagee’s Notice” has the meaning ascribed thereto in Section 19.7(a).

“Lessor” means a Leasehold Mortgagee that has purchased all or a portion of the Concessionaire Interest and leased that interest in the Concessionaire Interest to the Concessionaire.

“Leveraged Lease” means a lease, sublease, concession, management agreement, operating agreement or other similar arrangement in which the Lessor has borrowed a portion of the purchase price of the interest in the Concessionaire Interest acquired by the Lessor and granted to the lenders of those funds a security interest in that interest.

“Letter of Credit” means a committed, irrevocable, unconditional, commercial letter of credit, in favor of the University, in form and content reasonably acceptable to the University, payable in U.S. dollars upon presentation of a sight draft and a certificate confirming that the University has the right to draw under such letter of credit in the amount of such sight draft, without presentation of any other Document, which letter of credit (i) is issued by a commercial bank or trust company that is a member of the New York Clearing House Association and that has a current credit rating of A1 or better by Standard & Poor’s Ratings Services and an equivalent credit rating by another Rating Agency (or an equivalent credit rating from at least two nationally recognized Rating Agencies if the named Rating Agency ceases to publish ratings) (or such other commercial bank or trust company reasonably acceptable to the

University and Approved by the University prior to the submission of the letter of credit), and (ii) provides for the continuance of such letter of credit for a period of at least One (1) Year or as otherwise provided in this Agreement. The office for presentment of sight drafts specified in the Letter of Credit shall be located at a specified street address within the City of Columbus, Ohio or other location acceptable to the University.

“Loss” or “Losses” means, with respect to any Person, any loss, claim, liability, damage, penalty, charge or out-of-pocket and documented cost or expense (including fees and expenses of counsel and any Tax losses) actually suffered or incurred by such Person but excluding any punitive, special, indirect and consequential damages and any contingent liability until such liability becomes actual.

“Material Adverse Effect” means a material adverse effect (after taking into account contemporaneous material positive effects) on the business, financial condition or results of operations of the Parking System taken as a whole; provided, however, that no effect arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States of America or any international market and including changes in interest rates); (iii) conditions affecting the financial services or parking industries generally; (iv) any existing event or occurrence of which the Concessionaire has actual knowledge as of the Bid Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby (except for any litigation relating thereto or to this Agreement (or the matters contemplated herein)); and (vi) negligence, intentional misconduct or bad faith of the Concessionaire or its Representatives.

“Memorandum of Lease” has the meaning ascribed thereto in Section 2.8.

“Metered Parking Spaces” means (i) Parking Spaces for which Metering Devices are used to assess Parking Fees with respect to such Parking Spaces and (ii) other Parking Spaces for which patrons are charged hourly Parking Fees for parking therein.

“Metering Devices” means the parking meters, pay and display stations, electronic metering devices, and other similar devices that may be used from time to time in connection with the Parking System Operations, including any shelters used to guard the devices and patrons from the elements utilized by Concessionaire in its discretion.

“Morgan Stanley” has the meaning ascribed thereto in Section 9.1(k).

“Negative Concession Compensation Balance” has the meaning ascribed thereto in Section 15.5(f).

“New Agreement” has the meaning ascribed thereto in Section 19.5(a).

“Notice Period” has the meaning ascribed thereto in Section 12.4(b).

“Objection Notice” has the meaning ascribed thereto in Section 15.5(b).

“Objection Period” has the meaning ascribed thereto in Section 15.5(a).

“Obligation Payment” has the meaning ascribed thereto in Section 12.7.

“Obligee” means any Person entitled to the benefit of a payment obligation under Article 12.

“Obligor” means any Person obligated to meet a payment obligation under Article 12.

“Offsets” has the meaning ascribed thereto in Section 12.11(a).

“Operating Agreement” means any material agreement, contract or commitment to which the Concessionaire is a party or otherwise relating to the Parking System Operations as in force from time to time (including any Parking Enforcement Agreement and any warranties or guaranties), but excluding any Leasehold Mortgage and financing documents related thereto.

“Operating Agreements and Plans” has the meaning ascribed thereto in Section 3.11.

“Operating Standards” means the standards, specifications, policies, procedures and processes that apply to the operation of, maintenance of, rehabilitation of and Capital Improvements to the Parking System set forth in Schedule 2, including any plans submitted by the Concessionaire to the University as required therein. To the extent that any term or provision set forth in Schedule 2 or incorporated by reference in Schedule 2 conflicts with any term or provision specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision.

“Operator” has the meaning ascribed thereto in Section 3.3(a).

“PAC” means the Parking Advisory Committee to be formed by the University to provide input to the University with respect to the operation and use of the Parking Facilities.

“Parking Enforcement” means the issuance of parking tickets or citations and all other enforcement actions for violations of the parking rules and regulations of the University with respect to the Parking Spaces and the ancillary areas of the Parking System, including the Public Way and fire lanes.

“Parking Enforcement Agreement” means any agreement entered between the University and a Contractor for the provision of parking enforcement services.

“Parking Facilities” means the Parking Garages and the Parking Lots.

“Parking Fees” means the fees established as consideration for the privilege of parking a motor vehicle and as penalties for the purposes of Parking Enforcement, in each case as set forth on Schedule 5 and as may be adjusted by Concessionaire pursuant to the terms of this Agreement.

“Parking Garages” means the parking garages described in Part I of Schedule 3 as “Lease Parcel” or “Lease Area” along with the cross-hatched area depicted thereon and as further

described in Part I of Schedule 3; provided, however, “Parking Garages” shall not include the office spaces identified on Schedule 17, and any ancillary facilities related thereto, which the University shall have the right to continue to possess with rights of ingress and egress thereto and therefrom.

“Parking Lots” means the parking lots described in Part II of Schedule 3 as “Lease Parcel” or “Lease Area” along with the cross-hatched area depicted thereon and as further described in Part II of Schedule 3.

“Parking Revenue” has the meaning ascribed there in Section 7.1.

“Parking Services” means the services to be provided by the Concessionaire as grantee of the concession under this Agreement.

“Parking Spaces” means those parking spaces for which the University requires the payment of Parking Fees for parking a motor vehicle at that space or place.

“Parking Spaces Addition” has the meaning ascribed thereto in Section 2.5(n).

“Parking System” means the parking system consisting of the Parking Facilities, the Street Metered Spaces, the Street Permit Spaces and the Parking System Assets, including (i) the computer systems and software set forth on Schedule 14, (ii) each University Leased Property (until such time as such University Leased Property is no longer leased by the University), and (iii) all improvements of any and every kind whatsoever forming a part of and used in connection with the operation and maintenance of the Parking Facilities; provided, however, that the “Parking System” shall not include (a) any Excluded Leased Property or (b) other than expressly referred to above, any interest in the streets, sidewalks, paving or similar real property.

“Parking System Assets” means (i) as of the time immediately prior to the Time of Closing, the personal property of the University used in connection with operations of the Parking System set forth on Part IV of Schedule 3 and (ii) from and after the Time of Closing, the personal property of the Concessionaire or the Operator used in connection with the operations of the Parking System.

“Parking System Concession Value” means, at any given date, the fair market value of the Concessionaire Interest at the time of the occurrence of the relevant Adverse Action or University Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.5 (but excluding the effect of such Adverse Action, University Default or event described in Section 16.5), as determined pursuant to a written appraisal prepared in conformity with the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Standards Board by an independent third party appraiser that is nationally recognized in appraising similar assets and that is acceptable to the University and the Concessionaire; provided, however, that the Parking System Concession Value shall in no event be less than the amount of all Leasehold Mortgage Debt (including Breakage Costs) on the End Date. If the Parties fail to agree upon such a single appraiser within Thirty (30) Days after a Party requests the appointment thereof, then the University and the Concessionaire shall each appoint an independent third party appraiser and both such appraisers shall be instructed jointly to select a

third independent third party appraiser to make the appraisal referred to above. The University shall pay the reasonable costs and expenses of any appraisal.

“Parking System Contracts” means the agreements to which the University is a party relating to the operations of the Parking System that are set forth on Schedule 4 and that will be assigned to the Concessionaire at the Time of Closing.

“Parking System Land” means those parcels of real property described in Schedule 3 and further described in the Memorandum of Lease.

“Parking System Operations” means (i) the operation, management and maintenance of the Parking System, (ii) the issuance, processing and collection of parking tickets or citations for violations of parking rules and regulations with respect to the Parking Spaces pursuant to this Agreement, and (iii) all other actions relating to the Parking System that are performed by or on behalf of the Concessionaire pursuant to this Agreement.

“Parking System Purposes” means the use of the Parking System to provide parking services in support of the University by providing parking to the visitors of the University, including the students, faculty, administrators, employees and invitees of the University and others providing services to the University.

“Parking Violation” means any parking ticket or citation issued by the University or the Enforcement Operator for any violation of any parking rule or regulation with respect to the Parking Spaces, provided that the University may elect in writing to add other types of violations during the Term.

“Parking Violation Revenue” means any money payable as a fine, penalty, assessment or other charge on account of any Parking Violation issued during the Term.

“Party” means a party to this Agreement and “Parties” means both of them.

“Permanent Removal” has the meaning ascribed thereto in Section 7.2(d).

“Permit” means a permit to park within a specified Class or Classes in the Parking System as further described in the Operating Standards.

“Permit Year” means a one-year period beginning August 1 and ending July 31. To the extent that any portion of the Term of this Agreement is not a complete Twelve (12) month period, such portion shall be considered a Permit Year for purposes of this Agreement.

“Permitted Concessionaire Encumbrance” means, with respect to the Concessionaire Interest: (i) any Encumbrance that is being contested in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (ii) any (A) lien or security interest for obligations not yet due and payable to a Contractor or other Person, (B) statutory lien, deposit or other non-service lien or (C) lien, deposit or pledge to secure mandatory statutory obligations or performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or for purposes of like general nature, any of which are incurred in the ordinary course of business of the Parking System Operations and are either

(A) not delinquent or (B) which are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other like Encumbrances arising in the ordinary course of business of the Parking System or the Concessionaire's performance of any of its rights or obligations hereunder, and either (A) not delinquent or (B) which are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iv) any right reserved to or vested in any Governmental Authority by any statutory provision or under common law (it being understood and agreed that nothing in this clause (iv) shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (v) any other Encumbrance permitted hereunder (including any Leasehold Mortgage (and financing statements or other means of perfection relating thereto)); (vi) liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance, social security and other governmental rules and that do not in the aggregate materially impair the use, value or operation of the Parking System; (vii) any Encumbrances created, incurred, assumed or suffered to exist by the University or any Person claiming through the University; (viii) any Encumbrance, security interest or pledge imposed upon the Concessionaire and any Affiliate as to Concessionaire's and any Affiliate's assets arising from borrowings, financings, leases or similar transactions in the ordinary course of business; (ix) any Encumbrance securing reimbursement obligations under the Letter of Credit required under Section 16.3; and (x) any amendment, extension, renewal or replacement of any of the foregoing.

"Permitted University Encumbrance" means: (i) the Concessionaire Interest; (ii) any Encumbrance that is being contested, or being caused to be contested, by the University in accordance with Section 3.5(b) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other like Encumbrances arising in the ordinary course of business of the Parking System or the University's performance of any of its rights or obligations hereunder, and are either (A) not delinquent or (B) which are being contested, or are being caused to be contested, by the University in accordance with Section 3.5(b) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iv) any easement, covenant, condition, right-of-way, servitude, or any zoning, building, environmental, health or safety Law relating to the development, use or operation of the Parking System (or other similar reservation, right and restriction) or other defects and irregularities in the title to the applicable assets that do not materially interfere with the Parking System Operations or the rights and benefits of the Concessionaire under this Agreement or materially impair the value of the Concessionaire Interest; (v) the police and regulatory powers of the State of Ohio, City of Columbus and Franklin County with respect to the Parking System, and the regulation of traffic, traffic control and use of the Public Way (it being understood and agreed that nothing in this clause (v) shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (vi) any right reserved to or vested in any Governmental Authority by any statutory provision or under common law (it being understood and agreed that nothing in this clause (vi) shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (vii) any other Encumbrance permitted hereunder, including, for the avoidance of doubt, Encumbrances relating to Affected Property; (viii) any Encumbrances created, incurred, assumed or suffered to exist by the Concessionaire or

any Person claiming through it; (ix) any rights reserved to or vested in the University by any statutory provision (it being understood and agreed that nothing in this definition shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (x) the Excluded Leased Property; and (xi) any amendment, extension, renewal or replacement of any of the foregoing.

"Person" means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority. Person shall include the University.

"Present Value" means, as of any date of determination, the value of the applicable payments discounted by the appropriate discount rate.

"Property Taxes" means any ad valorem property Tax attributable to the Parking System or the Concessionaire Interest, including an ad valorem tax on real property and improvements, buildings, structures, fixtures and all tangible personal property.

"Proposed Settlement Compensation" has the meaning ascribed thereto in Section 15.5(a).

"Proposed Settlement Compensation Certificate" has the meaning ascribed thereto in Section 15.5(a).

"Public Way" means the streets, alleys, driveways and sidewalks owned by (or for the benefit of) the University that provide and allow access to the Parking Facilities.

"Quarter" means each calendar quarter of each Year of the Term.

"Rating Agency" means any of Standard & Poor's Corporation, Moody's Investors Service, Inc. or Fitch Investors Service, Inc. or any similar entity or any of their respective successors.

"Regular Rate Adjustment" means any revision in the Parking Fees for a Parking Space as permitted under Section 7.1 and Schedule 5.

"Replacement Letter of Credit" has the meaning ascribed thereto in Section 16.3(c).

"Representative" means, with respect to any Person, any director, officer, employee, official, partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, Contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its "Representative."

"Required Coverages" has the meaning ascribed thereto in Section 13.1.

"Restoration" has the meaning ascribed thereto in Section 13.3(a).

“Restoration Funds” has the meaning ascribed thereto in Section 13.3(a).

“Reversion Date” means the Business Day immediately following the End Date.

“Schedule” means a schedule attached hereto and incorporated in this Agreement, unless otherwise expressly indicated by the terms of this Agreement.

“Schedule of Parking Fees” means the fee schedule for Parking Spaces set forth in Schedule 5.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Senior Officials” has the meaning ascribed thereto in Section 3.3(c)(i)(A).

“Settlement Compensation” means, for any given Permit Year, the Concession Compensation Balance as of the last Day of such Permit Year.

“Settlement Deadline” has the meaning ascribed thereto in Section 15.5(c).

“Special Event” means any event, other than a Global Event, for which the University has agreed to offer free or reduced Parking Spaces or takes over such Parking Spaces for such event. Special Events specifically include, but are not limited to, those listed on Schedule 10.

“Street Metered Spaces” means those Metered Parking Spaces that the University has designated, or may designate from time-to-time as Parking Spaces in the roadways and rights-of-way located at the University where, during certain periods of time, the University requires the payment of a fee for parking a motor vehicle at the Parking Space for a limited period of time. At the Closing, the Street Metered Spaces included in the Parking System shall be the existing Street Metered Spaces in the areas depicted on Part III of Schedule 3.

“Street Permit Spaces” means those Permit Parking Spaces that the University has designated, or may designate from time-to-time, as Parking Spaces or as places in the roadways and rights-of-way located at the University for which the University requires a Permit to park in such Parking Space. At the Closing, the Street Permit Spaces included in the Parking System shall be the existing Street Permit Spaces depicted on Part III of Schedule 3.

“Sub Class Permits” means those Permits identified on Schedule 5 as BG1, BG2, BG3, CG1, CG2, CG3, CPN, CPT and CPS.

“Tax” means any federal, state, local or foreign income, gross receipts, commercial activity, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

“Term” means the term of the lease, concession and franchise referred to in Section 2.1.

“Termination Damages” has the meaning ascribed thereto in Section 14.2(a).

“Third Party Claim” means any Claim asserted against an Obligee by any Person who is not a Party or an Affiliate of such a Party.

“Time of Closing” means 10:00 a.m. Eastern Daylight Time on the Closing Date or such other time on that date as that University and the Concessionaire agree in writing that the Closing shall take place.

“Title Commitment” has the meaning ascribed thereto in Section 2.4(a)(iii).

“Transaction” has the meaning ascribed thereto in Section 2.1.

“Transfer” means to sell, convey, assign, lease, sublease, mortgage, encumber, transfer or otherwise dispose of .

“Transferee” means any Person who obtains the Concessionaire Interest pursuant to a Transfer.

“University” has the meaning ascribed thereto in the preamble of this Agreement.

“University Default” has the meaning ascribed thereto in Section 16.2(a).

“University Directive” means a written order or directive prepared by or on behalf of the University directing the Concessionaire, to the extent permitted hereby, to (i) add or perform work in respect of the Parking System in addition to that provided for in this Agreement or (ii) change the dimensions, character, quantity, quality, description, location or position of any part of the Parking System or make other changes to the Parking System; provided, however, that no such order or directive may in any event order or direct the Concessionaire to do any act that could reasonably be expected to violate any applicable Law or cause the Concessionaire to fail to be in compliance with this Agreement.

“University Lease” and “University Leases” has the meaning ascribed thereto in the definition of “University Leased Property.”

“University Leased Property” means a Parking Facility or Parking Space leased by the University pursuant to a lease set forth on Schedule 20 (each a “University Lease” and collectively, the “University Leases”).

“University Parking System Employees” means those Persons employed by the University immediately prior to the Closing whose duties directly relate to the operation or maintenance of the Parking System.

“University’s Option” has the meaning ascribed thereto in Section 19.7(a).

“Year” means the calendar year.

Section 1.2. Number and Gender. In this Agreement, words in the singular include the plural and vice versa and words in one gender include all genders.

Section 1.3. Headings. The division of this Agreement into articles, sections and other subdivisions is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement.

Section 1.4. References to this Agreement. The words “herein”, “hereby”, “hereof”, “hereto” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular portion of it. The words “Article”, “Section”, “paragraph”, “sentence”, “clause” and “Schedule” mean and refer to the specified article, section, paragraph, sentence, clause or schedule of or to this Agreement.

Section 1.5. References to Any Person. A reference in this Agreement to any Person at any time refers to such Person’s permitted successors and assignees.

Section 1.6. Meaning of Including. In this Agreement, the words “include”, “includes” or “including” mean “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

Section 1.7. Meaning of Discretion. In this Agreement, the word “discretion” with respect to any Person means the sole and absolute discretion of such Person.

Section 1.8. Meaning of Notice. In this Agreement, the word “notice” means “written notice”, unless specified otherwise.

Section 1.9. Consents and Approvals. Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by either Party, such approval or consent, and any request therefor, must be in writing (unless waived in writing by the other Party).

Section 1.10. Trade Meanings. Unless otherwise defined herein, words or abbreviations that have well-known trade meanings are used herein in accordance with those meanings.

Section 1.11. Laws. Unless specified otherwise, references to a Law are considered to be a reference to (i) such Law as it may be amended from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to such Law, (iii) the successor to the Law resulting from recodification or similar reorganizing of Laws and (iv) all future Laws pertaining to the same or similar subject matter.

Section 1.12. Currency. Unless specified otherwise, all statements of or references to dollar amounts or money in this Agreement are to the lawful currency of the United States of America.

Section 1.13. Generally Accepted Accounting Principles. All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with generally accepted accounting principles in the United States of America, consistently applied.

Section 1.14. Calculation of Time. For purposes of this Agreement, a period of Days shall be deemed to begin on the first Day after the event that began the period and to end at 5:00 p.m., which time shall be determined by the time in the City of Columbus, on the last Day of the period. If, however, the last Day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m., which time shall be determined by the time in the City of Columbus, on the next Business Day.

Section 1.15. Approvals, Consents and Performance by the University.

- (a) *Procedures.* Wherever the provisions of this Agreement require or provide for or permit an approval or consent by the University of or to any action, Person, Document, or other matter contemplated by this Agreement, the following provisions shall apply: (i) such request for approval or consent must (1) contain or be accompanied by any documentation or information required for such approval or consent in reasonably sufficient detail, as reasonably determined by the University, (2) clearly set forth the matter in respect of which such approval or consent is being sought, (3) form the sole subject matter of the correspondence containing such request for approval or consent, and (4) state clearly that such approval or consent is being sought; (ii) such approval or consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed or is subject to the discretion of the University); (iii) the University shall advise the Concessionaire by written notice either that it consents or approves or that it withholds its consent or approval, in which latter case it shall set forth, in reasonable detail, its reasons for withholding its consent or approval, which reasons may include the insufficiency, as determined by the University acting reasonably, of the information or documentation provided; (iv) unless a time period is specifically set forth elsewhere herein, the University shall provide the foregoing written notice no later than Ten (10) Business Days of receipt of the Concessionaire's request; (v) if the responding notice mentioned in clause (iii) of this Section 1.15(a) indicates that the University does not approve or consent, the Concessionaire may take whatever steps may be necessary to satisfy the objections of the University set out in the responding notice and, thereupon, may resubmit such request for approval or consent from time to time and the provisions of this Section 1.15 shall again apply; (vi) if the disapproval or withholding of consent mentioned in clause (iii) of this Section 1.15(a) is subsequently determined pursuant to Article 18 to have been improperly withheld or conditioned by the University, such approval or consent shall be deemed to have been given on the date of such final determination; and (vii) for the avoidance of doubt, any dispute as to whether or not a consent or approval

has been unreasonably withheld, conditioned or delayed shall be resolved in accordance with the provisions of Article 18.

- (b) *Approved Documents*. Subject to the other provisions hereof, wherever in this Agreement an approval or consent by the University is required with respect to any document, proposal, certificate, plan, drawing, specification, contract, agreement, budget, schedule, report or other written instrument whatsoever (a “Document”), following such Approval such Document shall not be amended, supplemented, replaced, revised, modified, altered or changed in any manner whatsoever without obtaining a further Approval in accordance with the provisions of this Section 1.15.

Section 1.16. Incorporation of Schedules. The Schedules are integral to, and are made a part of, this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Schedules, the terms of this Agreement shall control.

ARTICLE 2 THE TRANSACTION; CLOSING; CONDITIONS PRECEDENT; COVENANTS

Section 2.1. Grant of Concession. Upon the terms and subject to the conditions of this Agreement, effective at the Time of Closing, (a) the Concessionaire shall pay the University the exact amount of Four Hundred and Eighty-Three Million Dollars (\$483,000,000) in cash (the “Closing Consideration”) and (b) the University shall (i) demise and lease the Parking Facilities to the Concessionaire free and clear of Encumbrances other than Permitted University Encumbrances for and during the term (the “Term”) commencing on the Closing Date and expiring on the Fiftieth (50th) anniversary of the Closing Date (or such later date as may be required to effect a Delay Event Remedy but subject to earlier termination as provided in this Agreement), (ii) grant the Concessionaire, free and clear of any Encumbrances (other than Permitted University Encumbrances) an exclusive right for and during the Term to operate the Parking System and to provide Parking Services, and in connection therewith (A) to use, operate, manage, maintain and rehabilitate the Parking System (except that the right to maintain and rehabilitate shall not apply to the Street Metered Spaces and Street Permit Spaces); (B) to charge the Parking Fees; (C) to charge, collect and retain the Parking Revenue as permitted by this Agreement; and (D) to charge and collect the and Parking Violation Revenue and retain a portion thereof to compensate the Enforcement Operator in accordance with Section 3.2(d)(iii); and (iii) assign, transfer and otherwise convey to the Concessionaire by bill of sale each of the Parking System Assets, free and clear of any Encumbrances (other than Permitted University Encumbrances) and the Concessionaire shall accept each such demise, lease, grant, assignment, transfer and conveyance (collectively, the “Transaction”).

Section 2.2. Closing.

- (a) The closing of the Transaction (the “Closing”) shall take place on September 21, 2012 or such other date as agreed by the Concessionaire and the University (the “Closing Date”). The Closing shall be held at the offices of Jones Day, 325 John H. McConnell Blvd., Suite 600, Columbus, Ohio, 43215 or such other place

agreed to in writing by the University and the Concessionaire. At the Time of Closing, the Concessionaire shall deliver or cause to be delivered to the University same-day funds by wire transfer in the amount of the Closing Consideration, and upon receipt of such payment the Transaction shall be effective. Concessionaire shall wire the Closing Consideration to bank account(s) and in increments designated by the University. Upon receipt of the funds described in the preceding sentence, the University shall immediately cancel and return the Closing Deposit and the Cash Deposit (unless such Cash Deposit is applied against the Closing Consideration by the University in accordance with Section 2.3(c)), in accordance with the Concessionaire's instructions.)

- (b) All revenues, charges, costs and expenses with respect to Assumed Liabilities (including Parking Revenues previously collected with respect to Permits for the current Permit Year) shall be prorated between the University and the Concessionaire as of 11:59 p.m. on the Day immediately preceding the Closing Date based upon the actual number of Days in the month and a 365-Day year and the required payment resulting from such proration shall be added to or subtracted from the Closing Consideration accordingly. If final prorations cannot be made at the Closing for any item being prorated under this Section 2.2(b), then the University and the Concessionaire shall allocate such items on a fair and equitable basis as soon as revenue statements, invoices or bills are available, with final adjustment to be made as soon as reasonably possible after the Closing Date. The University and the Concessionaire shall have reasonable access to, and the right to inspect and audit, the other's books to confirm the final prorations to the extent permitted by Law.
- (c) Using the 30-year, mid-market London Interbank Offered Rate (LIBOR) swap rate in the "Money & Investing, Borrowing Benchmarks" section of *The Wall Street Journal*, from the close of business on the Business Day immediately prior to the Bid Date through the close of business Two (2) Business Days prior to the Closing Date (as published on the Business Day immediately prior to the Closing Date), the amount of the Closing Consideration will be decreased by One Twenty-Fifth of One Percent (1/25 of 1%) for every one basis point increase in the 30-year, mid-market LIBOR swap rate; during the same period, the amount of the Closing Consideration will be increased by One Twenty-Fifth of One Percent (1/25 of 1%) for every One (1) basis point decrease in the 30-year, mid-market LIBOR swap rate; provided that (i) any increase in the amount of the Closing Consideration may not exceed Two Percent (2%) without the prior written consent of the Concessionaire, which such consent may be withheld in the Concessionaire's sole discretion, and (ii) any decrease in the amount of the Closing Consideration may not exceed Two Percent (2%) without the prior written consent of the University, which such consent may be withheld in the University's sole discretion.

Section 2.3. Deposit.

- (a) The University acknowledges receipt from the Concessionaire of a combination of cash (the “Cash Deposit”) and one or more Letters of Credit with a term of at least One Hundred Twenty (120) Days from the date hereof (the “Closing Deposit”), in an amount equal to Forty Million Dollars (\$40,000,000), to be held by the University for the sole purpose described in Section 2.3(b). The University shall deposit any Cash Deposit with the Escrow Agent, which shall invest such amount in Eligible Investments pending the Closing.

- (b) If the University terminates this Agreement pursuant to Section 2.4(d)(iv) (including as a result of the failure of the Concessionaire to pay the Closing Consideration at Closing in accordance with the terms hereof so long as said failure is not the result of the University’s actions or omissions), then the University shall be entitled to (i) retain the Cash Deposit and all interest accrued thereon and, (ii) without notice to the Concessionaire, immediately draw the full amount of the Closing Deposit upon presentation of a sight draft and a certificate confirming that the University has the right to draw under the Closing Deposit in the amount of such sight draft, and the University shall be entitled to retain all of the proceeds of the Closing Deposit, in each case as the sole remedy or right of the University against the Concessionaire hereunder (provided that this limitation shall not apply in the event of fraud or intentional misrepresentation of the Concessionaire); provided, however, that if this Agreement is terminated for any other reason, the University shall return any Cash Deposit and the interest earned thereon in accordance with the Concessionaire’s reasonable instructions, and deliver, in accordance with the Concessionaire’s reasonable instructions, the Closing Deposit and agree to cancel the Closing Deposit, in each case, immediately following any such termination. The Concessionaire acknowledges that the loss the University will incur in the event of a termination under Section 2.4(d)(iv) is difficult to ascertain, and that the University’s right to retain the Cash Deposit and to draw the Closing Deposit as set forth above is based on the Parties’ reasonable estimate – taking into account the magnitude of the transaction contemplated by this Agreement and the other relevant considerations – as to such loss and is not intended as, and does not constitute, a penalty. Except in cases involving fraud or willful breach by the Concessionaire, the right of the University to retain the Cash Deposit or to draw the Closing Deposit is intended to be, and shall constitute, liquidated damages, and any payment thereof to the University shall terminate the University’s rights and remedies in all respects.

- (c) At Closing, upon the satisfaction of the conditions set forth in Sections 2.4(a), 2.4(b) and 2.4(c), the Concessionaire shall be entitled to a full return of the Cash Deposit and all investment earnings accrued thereupon or apply the Cash Deposit (including any accrued interest) as a credit against the Closing Consideration.

Section 2.4. Conditions Precedent; Termination.

- (a) *Conditions for the Benefit of the Concessionaire.* The Concessionaire shall be obligated to complete the Closing only if each of the following conditions has been satisfied in full at or before the Time of Closing, unless waived by the Concessionaire: (i) the representations and warranties of the University set forth in Section 9.1 shall be true and correct in all material respects on and as of the date hereof and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that representations and warranties that by their terms speak only as of the date of this Agreement or some other date need to be true and correct only as of such date; (ii) the University shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the University at or prior to the Time of Closing; (iii) the University shall have obtained and delivered to the Concessionaire effective at the Time of Closing, at the expense of the Concessionaire, a commitment for a leasehold title policy or policies, in form and substance reasonably acceptable to the Concessionaire, proposing to insure the leasehold interest of the Concessionaire (which will include an endorsement with the terms of the leasehold coverage), which commitment will reflect that the University (as lessor) owns the good and marketable title (or that good and marketable title is owned for the benefit of the University) to the Parking Facilities and the Parking System Land, and is able to be transferred or granted by the University, subject only to Permitted University Encumbrances and Permitted Concessionaire Encumbrances (other than the Permitted Concessionaire Encumbrances specified in clause (iv), clause(vii) and clause (ix) of the definition of the term “Permitted Concessionaire Encumbrances” as it pertains to clauses (iii) and (v) of this Section 2.4(a)) (the “Title Commitment”); (iv) the University shall have delivered to the Concessionaire a legal opinion of counsel to the University, in substantially the form attached hereto as Schedule 7; (v) the University shall have executed and delivered to the Concessionaire (A) the assignments, transfers and conveyances contemplated by Section 2.1, and (B) the consents and estoppel certificates contemplated by Section 10.2 and the consent agreement contemplated by Section 19.1(i); (vi) there shall not have occurred a material casualty loss, destruction or damage to the Parking System; provided, however, that as used in this Section 2.4(a)(vi) and in Section 2.5(i), a material casualty loss, destruction or damage to the Parking System means the casualty, loss, damage or destruction of not less than Five Percent (5%) of the Parking Spaces as of the Bid Date such that those Parking Spaces are not available as spaces for parking motor vehicles and collecting Parking Fees; (vii) from the Bid Date through and including the Time of Closing, no action or event has transpired that would have constituted an Adverse Action had it occurred during the Term; (viii) the Enforcement Operator shall be authorized under applicable Law to perform Parking Enforcement, adjudicate Parking Violations and collect Parking Violation Revenue, in each case as contemplated by this Agreement; and (ix) the University shall have delivered to the Concessionaire a certificate confirming that each of the conditions set forth in Section 2.4(a)(i) through Section 2.4(a)(viii) has been

satisfied in full by the University (except for any condition that has been waived by the Concessionaire) at or before the Time of Closing.

- (b) *Conditions for the Benefit of the University.* The University shall be obligated to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by the University: (i) all representations and warranties of the Concessionaire in Section 9.2 shall be true and correct in all material respects on and as of the date hereof at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that representations and warranties that by their terms speak only as of the date of this Agreement or some other date need be true and correct only as of such date; (ii) the Concessionaire shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the Concessionaire at or prior to the Time of Closing (including the failure of the Concessionaire to pay the Closing Consideration at Closing in accordance with the terms hereof); (iii) the Concessionaire shall have delivered to the University a legal opinion of counsel to the Concessionaire, substantially in the form attached hereto as Schedule 8; and (iv) the Concessionaire shall have delivered to the University a certificate confirming that each of the conditions set forth in Section 2.4(b)(i) through Section 2.4(b)(iii) has been satisfied in full by the Concessionaire (except for any condition that has been waived by the University) at or before the Time of Closing.
- (c) *Mutual Conditions.* The University and the Concessionaire shall be obligated to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by both the University and the Concessionaire: (i) there shall be no preliminary or permanent injunction or temporary restraining order or other order issued by a Governmental Authority of competent jurisdiction or other legal restraint or prohibition enjoining or preventing the consummation of the Transaction; and (ii) there shall be no action taken, or any Law enacted, entered, enforced or deemed applicable to the Transaction by any Governmental Authority of competent jurisdiction that, in any such case, has resulted or (in the case of any pending review or proceeding, if adversely determined) could reasonably be expected to result in such Governmental Authority conditioning or restricting the consummation of the Transaction in a manner that would impose a material impairment on the Transaction or make the consummation of the Transaction illegal.
- (d) *Termination.* This Agreement may be terminated at any time prior to the Closing:
- (i) by mutual consent of the University and the Concessionaire in a written instrument;

- (ii) by either the University or the Concessionaire, upon notice to the other Party, if any Governmental Authority of competent jurisdiction shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transaction, and such order, decree, ruling or other action has become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 2.4(d)(ii) shall not be available to any Party whose failure to comply with any provision of this Agreement or other conduct has been the cause of, or results in such action;
 - (iii) by the Concessionaire, upon notice to the University, if any condition set forth in Section 2.4(a) is not satisfied at the Time of Closing; provided, however, that the Concessionaire shall not have the right to terminate this Agreement under this Section 2.4(d)(iii) if the Concessionaire's failure to comply with any provision of this Agreement or other conduct has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied;
 - (iv) by the University, upon notice to the Concessionaire, if any condition set forth in Section 2.4(b) is not satisfied at the Time of Closing; provided, however, that the University shall not have the right to terminate this Agreement under this Section 2.4(d)(iv) if the University's failure to comply with any provision of this Agreement or other conduct has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied; or
 - (v) by either the University or the Concessionaire upon notice to the other party if the Closing has not occurred within One Hundred Twenty (120) Days of the Bid Date.
- (e) *Effect of Termination.* In the event of termination of this Agreement by either the University or the Concessionaire as provided in Section 2.4(d), this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the University or the Concessionaire or their respective Representatives, except as set forth in Section 2.3(b), this Section 2.4(e), Article 12, Article 18 and Article 19. In the event that the Concessionaire terminates this Agreement pursuant to Section 2.4(d)(iii), as a result of the failure of the University to satisfy any condition set forth in Section 2.4(a) (excluding Sections 2.4(a)(vi) and (vii), but, with respect to the exclusion of such clause (vii), only to the extent the event described in such clause (vii) was not an action taken by the University), the University will compensate the Concessionaire for up to Two Million Dollars (\$2,000,000) of reasonable and documented out-of-pocket documented costs incurred by the Concessionaire in connection with the transaction contemplated by this Agreement. In the event of termination pursuant to Section 2.4(d)(i), (ii), (iii) or (v), the Cash Deposit and all investment earnings accrued thereon shall be paid to the Concessionaire or the

Closing Deposit shall be returned undrawn to the Concessionaire marked canceled, as applicable.

Section 2.5. Covenants.

- (a) *Cooperation.* During the Closing Period, the Parties shall cooperate with each other in order to permit the Closing to be consummated on the Closing Date.
- (b) *Reasonable Efforts.* During the Closing Period, each Party shall use all reasonable efforts (i) to take, or cause to be taken, all actions necessary to comply promptly with all requirements under this Agreement and all legal requirements which may be imposed on such Party to consummate the Transaction as promptly as practicable, including, but not limited to, making any necessary filings, and (ii) to obtain (and to cooperate with the other Party to obtain) any Consent of any Governmental Authority or any other public or private third party which is required to be obtained or made by such Party in connection with the consummation of the Transaction. Each Party shall promptly cooperate with and promptly furnish information to the other Party at such other Party's reasonable request in connection with any such efforts by, or requirement imposed upon, any of them in connection with the foregoing.
- (c) *Injunctions.* If any Governmental Authority of competent jurisdiction issues a preliminary or permanent injunction or temporary restraining order or other order before the Time of Closing which would prohibit or materially restrict or hinder the Closing, each Party shall use all reasonable efforts to have such injunction, decree or order dissolved or otherwise eliminated or to eliminate the condition that formed the basis for such injunction or order, in each case as promptly as possible and, in any event, prior to the Time of Closing.
- (d) *Operation of the Parking System.* During the Closing Period, the University shall operate the Parking System in the ordinary course in a manner consistent with past practice, which shall include using all reasonable efforts to preserve the goodwill of the Parking System and to maintain good business relationships with Persons having business dealings with the Parking System, to maintain the Parking System in good operating condition and repair in accordance with past practice (ordinary wear and tear excepted), to perform (or cause to be performed) in all material respects all of the University's obligations under the Parking System Contracts, not to incur any Encumbrances on the Parking System (other than Permitted University Encumbrances) that are not satisfied by the Closing Date (or retained by the University as Excluded Liabilities after the Closing Date), and to cause the Parking System to be operated in all material respects in accordance with all applicable Laws (except to the extent any non-compliance is being contested in good faith by appropriate proceedings), all to the end that the Parking System as a going concern shall be unimpaired and delivered to the Concessionaire at the Time of Closing in a condition not materially worse than the condition as of the date hereof. The University, shall, up to and including the Time of Closing, be entitled to all of the cash or cash equivalents in or generated

by the Parking System. The Concessionaire acknowledges that all receivables related to the Parking System in existence at the Time of Closing shall remain the property of the University and the Concessionaire shall promptly transfer to the University any receivables received after the Closing Date. Without limiting the foregoing, the University shall not terminate, amend, modify or agree to a waiver of the terms of any Authorization related to the Parking System after the date of this Agreement and before the Time of Closing without the Concessionaire's consent, which shall not be unreasonably withheld, conditioned or delayed.

- (e) *Parking System Contracts.* The Parking System Contracts shall be assigned by the University to, and assumed by, the Concessionaire at the Time of Closing. All other contracts related to the operation of the Parking System shall either be retained by the University following the Closing Date (so long as such retained contracts do not interfere with the operation of the Parking System) or be terminated by the University, effective at the Time of Closing; provided, however, that any liability under or related to any contract related to the Parking System (other than the Parking System Contracts) that is retained by the University following the Closing Date or terminated by the University on the Closing Date (including any liability resulting from the termination thereof), and any liability under or related to any Parking System Contract attributable to periods prior to the effectiveness of the assignment thereof to the Concessionaire, shall be solely for the account of the University.
- (f) *Disclosure of Changes.*
 - (i) During the Closing Period, each Party shall immediately disclose in writing to the other Party any matter which becomes known to it which is inconsistent in any material respect with any of the representations or warranties contained in Article 9. No such disclosure, however, shall cure any misrepresentation or breach of warranty for the purposes of Section 2.4 or Article 12; and
 - (ii) During the Closing Period, the University may supplement or amend the Schedules hereto, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplement or amendment shall be deemed to cure any breach for purposes of Section 2.4(a) or, subject to the following sentence, for any other purpose. Notwithstanding the previous sentence, if the Closing occurs, then, subsequent to the Closing, any such supplement or amendment with respect to any representation or warranty contained in Sections 9.1(d), 9.1(i), or 9.1(j) relating to a matter arising after the date hereof will be effective to cure and correct for all purposes any inaccuracy in, or breach of, any such representation or warranty which would exist if the University had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as

provided in this Section 2.5(f)(ii) shall (subject to the foregoing limitation) for all purposes after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

- (g) *Access to Information.* During the Closing Period, but subject to confidentiality obligations binding on the University with respect to any Person (provided that the University has disclosed to the Concessionaire the existence of the applicable Document that is subject to such confidentiality limitation in order to enable the Concessionaire to evaluate the materiality and significance of the lack of disclosure based on such limitations), the University shall (i) give the Concessionaire and its Representatives reasonable access during normal business hours and on reasonable notice to the Parking System, subject to the University's policies and regulations regarding safety and security and any other reasonable conditions imposed by the University, (ii) permit the Concessionaire and its Representatives to make such inspections as they may reasonably request and (iii) furnish the Concessionaire and its Representatives with such financial and operating data and other information that is available with respect to the Parking System as they may from time to time reasonably request. The Concessionaire shall hold and will cause its Representatives to hold in strict confidence all Documents and information concerning the Parking System to the extent and in accordance with the terms and conditions of the confidentiality agreement between the University and the Concessionaire in connection with the Transaction. After the Closing Date, the Concessionaire shall, at the request of the University, in connection with claims or actions brought by or against third parties based upon events or circumstances concerning the Parking System, (A) provide reasonable assistance in the collection of information or Documents and (B) make the Concessionaire's employees available when reasonably requested by the University; provided, however, that the University shall reimburse the Concessionaire for all reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire in providing said assistance and will not unduly interfere with Concessionaire's operations.
- (h) *Transition.* During the Closing Period, the Parties shall cooperate with each other to ensure the orderly transition of control, custody, operation, management, maintenance of and the right to charge and collect Parking Revenue and Parking Violation Revenue in connection with the Parking System at the Time of Closing and to provide the services to the Parking System required to be performed under this Agreement. In order to assure such orderly transition and to provide Information and Documents related to the operations of the Parking System to the Concessionaire, the University shall use commercially reasonable efforts to exercise its rights under existing service agreement with service providers. At the request of the Concessionaire given within Thirty (30) Days after the date hereof, the University will use commercially reasonable efforts to provide to the Concessionaire, for up to Six (6) months following the Closing, the services of any University Parking System Employees. The Concessionaire and the University agree that during the period of time that any services are performed by any University Parking System Employees pursuant to this paragraph, the

University Parking System Employees will continue to be employees of the University and not employees or carryover public employees of the Concessionaire. All such services shall be provided for an amount equal to the actual cost to the University (including employment costs and related overhead expenses allocable to such employees, as reasonably determined by the University), which amount shall be billed to the Concessionaire as soon as reasonably practicable following the end of each month and shall be payable by the Concessionaire within Thirty (30) Days of receipt of any such statement, and upon such other reasonable terms and conditions as the University and the Concessionaire may agree; provided, however, that such statement shall show in reasonable detail the hours worked and hourly rate of each such employee and the amount of overhead expenses allocated to each such employee by the University.

- (i) *Casualty Loss Prior to Closing.* If prior to the Time of Closing, a material casualty loss, destruction or damage to the Parking System has occurred and this Agreement has not been terminated under Section 2.4(d), then the University shall, at its option, either (i) promptly and diligently repair and rebuild the affected parts of the Parking System to restore them to at least the same condition in which they were before the occurrence of such casualty loss, destruction or damage, provided that if the affected parts of the Parking System cannot prior to the Closing Date be repaired or rebuilt to restore them to at least the same condition in which they were before the occurrence of such material casualty loss, destruction or damage, the University shall make such repairs or restoration as can reasonably be completed prior to the Closing Date and shall provide to the Concessionaire a plan for the completion of such repairs or restoration following the Time of Closing at the University's expense and shall then complete such repairs or restoration in accordance with such plan, or (ii) authorize the Concessionaire to repair the Parking System and assign to the Concessionaire all insurance and other proceeds (if any) payable by third-party insurers or other third parties in respect of such casualty loss, destruction or damage and enforce (with the cooperation of the Concessionaire) all of its rights, remedies and privileges under any applicable insurance policies with third-party insurers; provided that if no insurance exists or such insurance proceeds are not sufficient to repair and rebuild the affected parts of the Parking System to its prior condition, then the University shall reimburse the Concessionaire for that amount representing the difference between the cost to repair and the amount of any insurance proceeds.
- (j) *Policies of Insurance.* During the Closing Period, the University shall continue in force all applicable policies of insurance maintained by the University in respect of the Parking System. At the Time of Closing, all such policies of insurance shall terminate and the Concessionaire shall be responsible for obtaining insurance for the Parking System in accordance with the terms hereof.
- (k) *Employees.* Prior to the Time of Closing, the Concessionaire shall use its best efforts to or cause the Operator to interview all University Parking System

Employees as of that date that is Ten (10) Business Days prior to the Closing Date who apply for a position with the Concessionaire or the Operator, as the case may be. The Concessionaire and the Operator shall have no obligation to offer employment to any such individual but each may, in its discretion, choose to do so. If the Concessionaire or the Operator makes any offer of employment to any such individual, such offer shall contain only the terms and conditions of employment that the Concessionaire or the Operator, as the case may be, deems to be appropriate in its discretion. The Concessionaire or the Operator, as the case may be, shall make all new terms and conditions of employment known to all University Parking System Employees before any applications are accepted or offers of employment are made. Any University Parking System Employees who are employed by the Concessionaire will be hired as new employees. Such University Parking System Employees will in no way be considered transferred to the Concessionaire or the Operator, as the case may be, from the University, and they will not be considered carryover public employees. Any and all employees of the Concessionaire and the Operator shall have met all reasonable background inspection and security requirements of the University, as promulgated from time to time.

- (l) *Office Space.* The Parties shall use reasonable efforts to enter into a commercially reasonable lease agreement prior to the Closing Date with respect to the lease of office space by the University to the Concessionaire within the Competing Parking Area at the then applicable University rental rates as established by the University Department of Physical Planning and Real Estate (PPARE) from time to time; provided, however, that the execution and delivery of such lease agreement shall not be a condition precedent to Closing.
- (m) *12th Avenue Garage.* The Concessionaire acknowledges and agrees that the University shall enter into construction contracts (and any ancillary document(s)) relating to the rehabilitation of the 12th Avenue Garage, as described in Part I of Schedule 3. The University shall present any such contracts to the Concessionaire for its review and comment prior to execution thereof. The University covenants to, at the Time of Closing, assign, or to make the Concessionaire the beneficiary of, any contractor's warranties in such contracts. If the rehabilitation is not substantially completed by December 31, 2012, such failure shall be a Compensation Event.
- (n) *Additional Parking Spaces.* The University shall construct approximately One Thousand Four Hundred (1,400) surface Parking Spaces (the "Parking Spaces Addition") within the Competing Parking Area. Upon completion, the Parking Spaces Addition shall be deemed to be Parking Facilities for purposes of this Agreement and shall be included in the Parking System to be operated by the Concessionaire under the terms of this Agreement. The addition of the Parking Spaces Addition to the Parking System shall not constitute a Compensation Event.

Section 2.6. Intended Treatment for Federal and State Income Tax Purposes.

- (a) *Tax Treatment.* This Agreement is intended for United States federal and state income Tax purposes to be a sale of certain assets included in the Parking System to the Concessionaire, a lease of certain real property included in the Parking System, a grant to the Concessionaire of a right and franchise within the meaning of sections 197(d)(1)(D) and (F) of the Internal Revenue Code of 1986, and sections 1.197-2(b)(8) and (10) of the Treasury Regulations thereunder, for and during the Term to provide Parking Services and an assignment to the Concessionaire of all other section 197 intangibles (within the meaning of such in the Internal Revenue Code of 1986) held by the University with respect to the Parking System and the Parking System Assets and conveyed by this Agreement. The University and the Concessionaire agree that the Closing Consideration will be allocated among the assets that the Concessionaire is obtaining the use of pursuant to this Agreement using the residual allocation provisions of section 1060 of the Internal Revenue Code of 1986 as provided therein. Notwithstanding the foregoing, this provision only sets forth the intentions of the Parties with respect to federal and state income tax purposes, and no provision of this Agreement is intended to, or shall in any way, transfer any fee interest in real property or improvements comprising the Parking System to the Concessionaire for purposes of the provisions of the Ohio Revised Code governing legal title to real property or the common law of Ohio or any other purpose whatsoever other than for United States federal and state income Tax purposes as described above. All real estate and improvements now or hereafter forming part of the Parking System shall be the fee-owned property of and owned solely by the University and are subject to the terms and conditions of this Agreement. Any Concession Compensation or Settlement Compensation paid to the Concessionaire hereunder shall be deemed an adjustment to the Closing Consideration for tax purposes.
- (b) *Payment.* For purposes of section 467 of the Internal Revenue Code of 1986, and the Treasury Regulations promulgated thereunder, the Closing Consideration payable by the Concessionaire to the University and attributable to the lease of certain real property hereunder shall, for federal income tax purposes only, be allocated over the base Term in equal amounts for an annual rental period in accordance with a reasonable schedule to be prepared by the Concessionaire and delivered within Sixty (60) Days after the date of this Agreement, subject to the Approval by the University, which schedule shall constitute a specific allocation of such amounts for purposes of section 467 of the Internal Revenue Code of 1986 and which will bear “adequate interest” within the meaning of Treasury Regulation Section 1.467-2(b)(1)(ii), for the rental period. The University and the Concessionaire hereby agree to reasonably cooperate to modify the schedule referred to above if the amount of rental payments on which such schedule is based changes after the date such schedule is approved or there is any other modification to the lease after the date thereof for which it would be advisable in the Concessionaire's reasonable discretion to modify such schedule. Notwithstanding the foregoing allocation, all such rental payments shall for all purposes other than federal income tax purposes constitute a fee which is fully earned on payment. If the University files a tax return for federal income tax purposes, the University shall, for federal income tax purposes only, treat the

Closing Consideration in a manner consistent with the allocation set forth in this Section 2.6(b).

- (c) *Allocation.* The Concessionaire shall prepare a schedule, subject to review by the University, reflecting a reasonable allocation of the Closing Consideration (and all other capitalized costs) among the acquired assets in accordance with section 1060 of the Internal Revenue Code of 1986 and the applicable Treasury Regulations. The Concessionaire shall deliver such schedule to the University within Sixty (60) Days after the date of this Agreement. In the case of any dispute regarding such allocation between the Concessionaire and the University, either Party may submit the matter for dispute resolution under the provisions of Article 18. The University shall file all tax returns in a manner consistent with such allocation. Each of the Concessionaire and the University acknowledges that the leasing of certain assets included in the Parking System as provided under this Agreement may result in the transfer of the tax ownership of such assets from the University to the Concessionaire.

Section 2.7. Closing Deliveries. At the Time of Closing, each Party shall execute and deliver all assets, agreements, bills of sale, assignments, endorsements, instruments and Documents as are reasonably necessary in the opinion of the other Party to effect the Transaction (and in form and substance that are reasonably satisfactory to such other Party).

Section 2.8. Memorandum of Lease. At the Time of Closing, the Parties shall execute and deliver a memorandum of lease (the "Memorandum of Lease") in the form attached hereto as Schedule 18, which shall be recorded in the Franklin County Recorder's Office. To the extent that changes are made to this Agreement with respect to the Term, leased property or other material matters set forth in the recorded Memorandum of Lease, the Parties shall execute, deliver and record an amendment to the recorded Memorandum of Lease reflecting such changes. The Parties agree not to record this Agreement itself.

ARTICLE 3 TERMS OF THE CONCESSION

Section 3.1. Quiet Enjoyment and Present Condition.

- (a) *Quiet Enjoyment.* The University agrees that, subject to the University's remedies upon a Concessionaire Default, the Concessionaire shall, at all times during the Term, be entitled to and shall have quiet enjoyment of the Parking System and the rights and privileges granted to the Concessionaire hereunder, subject to the provisions contained in this Agreement. The University and the Concessionaire acknowledge that the Concessionaire's rights to use the Parking System and to collect and retain Parking Revenue and Parking Violation Revenue are subject to the right of the University, in accordance with the terms of this Agreement, to monitor compliance with this Agreement to ensure that the Parking System is used and operated as required by this Agreement. Any entry by the University or any of their Representatives onto the Parking System required or permitted under this Agreement shall not constitute a reentry,

trespass or a breach of the covenant for quiet enjoyment contained in this Agreement. The University shall, at all times during the Term, defend its fee or leasehold interest title, as the case may be, to the Parking System, the Concessionaire's leasehold interest in and to the Parking System and the rights granted to the Concessionaire hereunder, or any portion thereof, against any Person claiming any interest adverse to the University or the Concessionaire in the Parking System, or any portion thereof, except where such adverse interest arises as a result of the act, omission, negligence, misconduct or violation of Law of the Concessionaire, its Affiliates or their respective Representatives.

- (b) *Present Condition.* Subject to Section 2.5(i) and except as specifically set forth herein, the Concessionaire understands, agrees and acknowledges that the Concessionaire (i) by the execution of this Agreement, agrees to accept the Parking System "AS IS" at the Time of Closing and (ii) has inspected the Parking System and is aware of its condition and acknowledges that the University neither has made nor is making any representation or warranty, express or implied, regarding the condition of the Parking System (or any part thereof) or its suitability for the Concessionaire's proposed use.

Section 3.2. Parking System Operations.

- (a) *Use.* Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, (i) be responsible for all aspects of the Parking System Operations and (ii) maintain and operate the Parking System and cause the Parking System Operations to be performed in accordance with the provisions of this Agreement, the Operating Standards, and applicable Law. The Concessionaire shall, at all times during the Term, cause the Parking System to be used exclusively for the Parking System Purposes and continuously open and operational for the Parking System Purposes in accordance with the Operating Standards as controlled access parking garages, controlled access parking lots or metered or permitted parking lots and spaces, except that the Concessionaire shall not be obligated to conduct Parking System Operations (A) during any period of time during which the University has suspended Parking System Operations with respect to such Parking Spaces, (B) as specifically permitted under this Agreement, (C) as required by applicable Law, (D) as necessary to comply with any other requirement of this Agreement (including closures related to the performance of Capital Improvements or maintenance or repair activities as required by the Operating Standards) or (E) as necessary for temporary closures required to address emergencies, public safety, temporary events or closures undertaken to maintain the Public Way; provided, however, that in the event of any temporary suspension of Parking System Operations pursuant to any of clauses (A) through (E) of this Section 3.2(a), such suspension shall be limited as much as practicable so as to allow all other Parking System Operations to continue. Notwithstanding the foregoing, the Concessionaire may not permit non-Permit parking at the Parking Facilities in excess of the amount of such non-Permit parking on the date hereof and may not otherwise restrict or allocate any

of the Parking Spaces in any manner not permitted by the Operating Standards or as set forth in this Section 3.2(a).

- (b) *Costs and Expenses.* Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, pay or cause to be paid all costs and expenses relating to the Parking System Operations as and when the same are due and payable.

- (c) *Assumed Liabilities and Excluded Liabilities.* The Concessionaire agrees to assume and discharge or perform when due all debts, liabilities and obligations whatsoever relating to the Parking System or the Parking System Operations that occur, arise out of or relate to, or are based on facts or actions occurring during the Term but only to the extent such debts, liabilities or obligations do not arise from or relate to any breach by the University of any covenant, representation or warranty set forth in this Agreement (collectively, the “Assumed Liabilities”); provided, however, that the Assumed Liabilities shall not include, and the University shall perform or cause to be performed and discharge or cause to be discharged as and when due, any debts, liabilities and obligations (i) with respect to the University’s obligations under this Agreement, (ii) arising out of the Parking System or any Parking System Operations (including with respect to any Parking System Contracts) prior to the Time of Closing, (iii) resulting from any employee of the Concessionaire or the Operator that was previously a University Parking System Employee being a “carry over employee” under any Law of the State of Ohio, and (iv) arising under any Environmental Law and related to (1) the ownership, operation or condition of the Parking System prior to the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing, prior to the time of the addition of such Parking Space or Parking Facility to the Parking System) or (2) any Hazardous Substance or other contaminant that was present or released on or migrated or escaped or was released from the Parking System or its subsurface or otherwise existed at any time prior to the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing, at any time prior to the time of the addition of such Parking Space or Parking Facility to the Parking System) and including (A) the abatement or removal of any asbestos present at the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing, at the time of the addition of such Parking Space or Parking Facility to the Parking System) from the Parking System as required by any Environmental Law in connection with the repair, maintenance or construction activities permitted or required to be performed under this Agreement and (B) any known or unknown environmental conditions relating to the Parking System or its subsurface that existed prior to the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing, prior to the time of the addition of such Parking Space or Parking Facility to the Parking System) the manifestation of which occurs following the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing,

following the time of the addition of such Parking Space or Parking Facility to the Parking System), which environmental obligations the University shall perform and discharge when due (collectively, the “Excluded Liabilities”).

(d) *Issuance of Parking Tickets.*

- (i) The Concessionaire (through the Enforcement Operator) and the University’s designated personnel shall have the exclusive right and responsibility, in accordance with this Agreement and the Enforcement Policies and Procedures, to administer Parking Enforcement. The Concessionaire and the University shall cooperate to establish, maintain and undertake the Enforcement Policies and Procedures, and the Parties shall assess and make necessary changes to the Enforcement Policies and Procedures no less frequently than once per each Permit Year. The University shall not change the Enforcement Policies and Procedures in any manner that would have a Material Adverse Effect without the Concessionaire’s prior written consent. The Schedule for parking fines for Parking Violations is set forth in Schedule 5.
- (ii) The Concessionaire shall be responsible for the adjudication related to the Parking Enforcement. Such adjudication shall be consistent with the historical practices of the University, including a consistent proportion of parking tickets that are dismissed in relation to the number of parking tickets issued; provided, however, in connection with determining whether to dismiss a ticket, the Concessionaire may in all cases take into account the severity of infraction, the frequency of the infraction by the particular violator and the likelihood of the infraction causing an Emergency.
- (iii) The Concessionaire shall have the exclusive right to collect all Parking Violation Revenue during the Term in accordance with Enforcement Policies and Procedures, regardless of whether such Parking Violation Revenue resulted from Parking Enforcement conducted by the Enforcement Operator or the University’s designated personnel; provided, however, that within Thirty (30) Days of the end of each Permit Year, the Concessionaire shall pay to the University an amount, in cash, equal to (A) the Parking Violation Revenue less (B) the sum of (1) reasonable costs of collection and adjudication, (2) any reasonable cost of purchase, installation, operation and maintenance of any equipment or system designed to enhance Parking Enforcement, amortized over the depreciable life of such equipment (but only to the extent such equipment or system is demonstrably shown to actually reduce the cost of Parking Enforcement), and (3) the amount of reasonable compensation paid by Concessionaire to the Enforcement Operator; provided, further, that the University shall use commercially reasonable efforts to assist Concessionaire’s collection of Parking Violation Revenue, which shall include conditioning the release of student transcripts and diplomas on the payment of Parking Violation Revenue owed, all in accordance with past practices.

- (iv) The Concessionaire shall delegate its duties under this Section 3.2(d) to a Contractor, reasonably acceptable to the University that may be the Operator (the “Enforcement Operator”); provided, however, that any Contractor selected pursuant to this Section 3.2(d) shall be subject to the same restrictions and approval requirements of the Operator in Section 3.3.
- (v) The University, through its designated personnel, retains the right to perform Parking Enforcement. The Concessionaire shall provide to the University, at the Concessionaire’s sole cost and expense, parking ticket books or rolls and other items and materials reasonably necessary to enable the University to perform Parking Enforcement as contemplated by this Section 3.2(d). The University retains the sole right and responsibility to provide all other enforcement of parking rules and violations not listed in the Enforcement Policies and Procedures and Schedule 5. The University shall uphold, support and enforce Parking Enforcement performed by the Concessionaire through the Enforcement Operator pursuant to this Section 3.2(d) to the same extent and in the same manner as Parking Enforcement activities performed by the University or its Representatives.
- (e) *Right of Entry and Access to the Public Way.* The University hereby grants to the Concessionaire and its Representatives a license to enter upon, in, under, over and across the Public Way to such extent and at such times as shall be necessary or desirable for the Concessionaire to access the Parking System in order to conduct Parking System Operations, including operating, maintaining, inspecting, repairing and managing Parking System properties, including the Parking System Assets and all supporting structures and appurtenances thereto, collecting Parking Revenue and installing monitoring or observation technology or equipment reasonably necessary for Parking System Operations. The rights granted to the Concessionaire under this Section 3.2(e) neither create an interest in real property nor do they create a priority in favor of the Concessionaire over any other user of such areas and are subject to the Operating Standards and all provisions of Law relating to the conduct of a private business or franchise in the Public Way. Notwithstanding the foregoing, the Concessionaire acknowledges that it may not use the Public Way to operate transit buses or other transit vehicles unless Approved by the University, which Approval may be withheld in the University’s discretion.
- (f) *Improvements in Operations.* In order to improve the University’s transportation and parking systems, the University and Concessionaire may, upon mutual written amendment thereto, agree to provide as part of this Agreement additional transportation and parking services, including enhancements to operations related thereto. During the first Three (3) months of each Permit Year, the Concessionaire shall meet with the University to suggest enhancements that may improve the University’s transportation and parking systems based on a “lessons

learned” approach with respect to the Concessionaire’s operating experience the previous Permit Year.

- (g) *Valet.* The Concessionaire shall permit the University or its designee to continue to perform valet parking services within the Competing Parking Area reasonably commensurate with the valet parking services provided as of the Bid Date, and the provision of such valet parking services shall not constitute a Compensation Event. The Concessionaire shall permit, at the then-current “Departmental Reserved Space” rate set forth on Table 5 of Schedule 5, the use of Parking Spaces commensurate with those subject to and associated with the provision of such valet parking services provided as of the Bid Date.

Section 3.3. Operator.

- (a) *Engagement.* The Parking System Operations shall, at all times during the Term, be under the direction and supervision of an active operator with the expertise, qualifications, experience, competence, skills and know-how to perform the Parking System Operations in accordance with this Agreement (an “Operator”) who may be (but is not required to be) the Concessionaire itself. The Operator on the first Day of the Term shall be the Concessionaire unless the Concessionaire has designated another Person to be the Operator and such Person has been approved in accordance with Section 3.3(b). The Concessionaire shall not engage or appoint a replacement Operator unless the University has Approved such Operator; provided, however, that a Change in Control of an Operator shall be deemed to be the appointment of a replacement Operator subject to the University’s Approval; provided, however, that for purposes of this Section 3.3(a), the definition of “Change in Control” shall be read and apply as though “Operator” were substituted for “Concessionaire” in clauses (a), (b) and (c) thereof; provided, further, that if the University does not provide the Concessionaire with the relevant Approval, the Concessionaire shall be entitled to appoint an interim Operator for a period of up to One Hundred Eighty (180) Days from the date of appointment of such interim Operator. This interim Operator may be selected without Approval by the University so long as the Concessionaire reasonably determines that the interim Operator meets the following criteria: (A) the interim Operator has experience in operating public parking facilities substantially similar to the Parking System and (B) the interim Operator (or any guarantor of its obligations) has a tangible net worth reasonably sufficient to carry out its obligations and responsibilities as Operator. The Concessionaire shall not extend the term of any interim Operator beyond Six (6) consecutive months or appoint a successor interim Operator after such Six (6) month period. The Operator shall at all times be subject to the direction, supervision and control (by ownership, contract or otherwise) of the Concessionaire, and any delegation to an Operator shall not relieve the Concessionaire of any obligations, duties or liability hereunder. The Concessionaire shall immediately notify the University upon the termination or resignation of an Operator. Any agreement between the Concessionaire and any Operator shall by its terms terminate without penalty at the election of the

University or the Operator upon Three (3) Business Days notice to such Operator or the University, as applicable, upon the termination of this Agreement. The Operator shall have no interest in or rights under this Agreement or the Parking System unless the Operator is the Concessionaire itself.

- (b) *Approval.* The University's Approval of a proposed replacement Operator may be withheld if the University reasonably determines that the engagement of such proposed Operator is prohibited by applicable Law or such proposed Operator is not capable of performing the Parking System Operations in accordance with this Agreement, which determination may be based upon, or take into account, one or more of the following factors: (i) the ability of the Operator to operate the Parking System in a manner that complies with the Operating Standards and will result in the operation of the Parking System in accordance with the purposes of the University; (ii) the financial strength and integrity of the proposed Operator, its direct or indirect beneficial owners and each of their respective Affiliates; (iii) the capitalization of the proposed Operator; (iv) the experience of the proposed Operator in operating on street metered parking and parking garages and performing other projects; (v) the background and reputation of the proposed Operator, its direct or indirect beneficial owners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (vi) the proposed terms of the engagement of the Operator. The University shall have the right to reasonably condition its Approval of a proposed replacement Operator.
- (c) *Removal.*
- (i) If the Operator fails to operate the Parking System in compliance with the Operating Standards, and
- (A) such failure is the breach of a material provision of the Operating Standards, the University may provide written notice to the Operator and Concessionaire setting forth such delinquency and deficiencies in the operation of the Parking System. If the Operator fails to cure such delinquency and correct such deficiencies within Thirty (30) Days of said written notice, then (i) the University may, upon notice to Concessionaire, (A) cure any such delinquency and correct any such deficiencies and (B) Concessionaire shall reimburse the University any and all costs related to such cure and/or correction; and (ii) the University may direct that the Concessionaire remove the Operator pursuant to the written order of senior University officials designated by the Board in writing for such purpose or otherwise with respect to assessing the performance of the Operator (the "Senior Officials").
- (B) such failure results in an Emergency, then the University may, upon notice to Concessionaire, (i) immediately cure any such delinquency

and correct any such deficiencies after endeavoring to provide Concessionaire notice appropriate under the circumstances (which may include telephone notice) and (ii) Concessionaire shall reimburse the University any and all costs related to such cure and/or correction.

- (ii) Notwithstanding the foregoing, to the extent a failure to comply with a material provision of the Operating Standards occurs Three (3) or more times in a rolling Twelve (12) month period, the University, in addition to exercising its rights to any other remedies available to it hereunder or at Law, may direct that the Concessionaire remove the Operator pursuant to the written order of the Senior Officials. For the avoidance of doubt, the exercise by the University of its right under this Section 3.3(c)(ii) shall not in and of itself result in a Concessionaire Default for any failure to comply with Section 6.1.
- (iii) The University shall provide the Concessionaire and the Operator with no less than Twenty (20) Days prior written notice of the time, date, place and subject matter of any meeting of the Senior Officials at which the removal resolution will be considered, and both the Concessionaire and the Operator shall be afforded a reasonable opportunity to present testimony and evidence at such meeting and to present to the Senior Officials written objections to any proposed removal determination. Any written order of the Senior Officials removing the Operator shall contain written determinations as to the reasons for removal of the Operator. Within Forty-Five (45) Days following the effective date of such resolution, the Concessionaire shall remove the then current Operator and replace such Operator with either (A) a new Operator that is approved by the University pursuant to Section 3.3(b) or (B) the Concessionaire; provided, however, that if the Concessionaire cures the delinquency within such Forty-Five (45) Day period, the Concessionaire need not remove the Operator.
- (iv) The rights and remedies of the University set forth in this Section 3.3(c) shall be in addition to, and cumulative with, the rights and remedies set forth in Section 16.1.

Section 3.4. Authorizations; Qualifications.

- (a) *Compliance.* The Concessionaire shall obtain, comply with, promptly renew and maintain in good standing all Authorizations; provided, however, that if the Concessionaire is, at any time during the Term, required to obtain any Authorization from a Governmental Authority that the University was not required to obtain in connection with its operation of the Parking System prior to the Time of Closing, the University shall use its reasonable efforts to assist the Concessionaire in obtaining such Authorization. Nothing in this Agreement, including Section 2.1, shall be deemed to waive or modify any Authorization required to be obtained by the Concessionaire or any other Person in connection

with the Parking System, the Parking System Operations or any activities generating Parking Revenue.

- (b) *Qualifications.* The Concessionaire shall, at all times during the Term, maintain in full force and effect its existence and all qualifications necessary to carry on its business pertaining to the Parking System Operations, including all rights, franchises, licenses, privileges and qualifications required in connection with the Parking System Operations.

Section 3.5. No Encumbrances.

- (a) *By the Concessionaire.* The Concessionaire shall not do any act or thing that will create any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Parking System and shall promptly remove any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Parking System, unless the Encumbrance came into existence as a result of an act of or omission by the University or a Person claiming through it which in turn was not caused by an act or omission of the Concessionaire. The Concessionaire shall not be deemed to be in default hereunder if the Concessionaire continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance; provided that the Concessionaire has given (i) advance notification to the University that it is the intent of the Concessionaire to contest the validity or collection thereof or cause such contest and (ii) unless a bond or other security is provided in connection with such proceedings, a satisfactory indemnity to the University or deposited with the University a Letter of Credit, indemnity bond, surety bond, cash or Eligible Investment reasonably satisfactory to the University in an amount equal to the amount of the claim or Encumbrance, plus such interest and penalties, court costs, or other charges as the University may reasonably estimate to be payable by the Concessionaire at the conclusion of such contest or as is required to provide insurance over any potential Encumbrance; provided, however, that in the event such Letter of Credit bond, cash or Eligible Investment shall be so deposited, the same shall be held by the University until such claim or other imposition shall have been released and discharged and shall thereupon be promptly returned to the Concessionaire, less any amounts reasonably expended by the University to procure such release or discharge or any loss, cost, damage, reasonable attorneys' fees or expense incurred by the University by virtue of the contest of such Encumbrance.
- (b) *By the University.* The University shall not do any act or thing that will create any Encumbrance (other than a Permitted University Encumbrance) against the Parking System and shall promptly remove any Encumbrance (other than a Permitted University Encumbrance) against the Parking System that came into existence as a result of an act of or omission by the University or a Person claiming through the University. The University shall not be deemed to be in default hereunder if the University continuously, diligently and in good faith

contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance; provided that the University has given advance notification to the Concessionaire that it is the intent of the University to contest the validity or collection thereof or cause such contest.

- (c) *Removal.* Each Party, if requested by the other Party and at such other Party's costs and expense, shall use its reasonable efforts to assist such other Party in attempting to remove any Encumbrance that has come into existence as a result of an act of or omission by such other Party; provided that nothing herein shall obligate the University to waive, modify or otherwise limit or affect the enforcement by the University of any applicable rule, procedure or policy of the University whether or not with respect to the Parking System or any activities generating Parking Revenue or anything unrelated thereto.

Section 3.6. Single Purpose Covenants. The Concessionaire shall, at all times during the Term, (i) be formed and organized solely for the purpose of owning the Concessionaire Interest and using, possessing, operating and collecting Parking Revenue and Parking Violation Revenue with respect to and otherwise dealing with the Parking System (and carrying out the Parking Services and other activities permitted pursuant to this Agreement (and any activities reasonably incidental thereto)), (ii) not engage in any business unrelated to clause (i) above, (iii) not have any assets other than those related to its activities in accordance with clauses (i) and (ii) above, (iv) except as appropriate for Tax reporting purposes, maintain its own separate books and records and its own accounts, (v) observe all corporate, limited partnership or limited liability company, as applicable, formalities and do all things necessary to preserve its existence, (vi) not guarantee or otherwise obligate itself with respect to the debts of any other Person, (vii) except as expressly permitted hereby or by any Leasehold Mortgage, or in connection in the ordinary course of business of the Parking System, not pledge its assets for the benefit of any other Person and (viii) maintain adequate capital in light of its contemplated business operations.

Section 3.7. Rights of the University to Access and Perform Work on the Parking System and Utilize Space for Renewable Energy Resources.

- (a) *Reservation of Rights.* The University reserves (for itself and any of its Representatives, grantees, tenants, mortgagees, licensees and other claiming by, through or under the University) and shall, at all times during the Term, have the right to enter the Parking Facilities and have access to the Parking Spaces in response to any event, circumstance or purpose (x) described in Section 3.7(a)(i) and Section 3.7(a)(ii), such right to be exercised at all reasonable times upon reasonable prior notice to the Concessionaire, (y) described in Section 3.7(a)(iii), such right to be exercised at all reasonable times upon reasonable prior notice to the Concessionaire if practicable under the circumstances, and (z) described in Section 3.7(a)(iv) through (viii) (inclusive), such right to be exercised at all reasonable times with the University to request, with reasonable prior notice, the Concessionaire's consent to the exercise of such right, such consent to be unreasonably withheld, conditioned or delayed:

- (i) to inspect the Parking System or determine whether or not the Concessionaire is in compliance with its obligations under this Agreement or applicable Law pursuant to Section 8.3;
- (ii) if a Concessionaire Default then exists, subject to the cure rights of any Leasehold Mortgagee under Section 19.3, to make any necessary repairs to the Parking System and perform any work therein pursuant to Section 16.1(b)(iii);
- (iii) in the event of an Emergency or danger that threatens to cause injury to individuals (or damage to property) or to materially impair the continuous operation of the Parking System or to materially impair the enforcement of Parking Violations and if the Concessionaire is not then taking all necessary steps to rectify or deal with said emergency or danger, to take actions as may be reasonably necessary to rectify such emergency or danger;
- (iv) at its own cost and expense, to design, construct, operate, service, manage, maintain, repair, rehabilitate or replace any Affected Property owned or controlled by the University that is located within the boundaries of the Parking System, including, without limitation, utilities and storage and maintenance facilities located within portions of the Affected Property that is located within the boundaries of the Parking System;
- (v) at its own cost and expense, to (A) install, design, manage, maintain, repair and rehabilitate any existing or future safety measures (whether provided by the University or third parties at the University's instruction) in, on, under, across, over or through the Parking System (including surveillance equipment and other safety equipment), (B) grant easements and rights on, over, under or within the Parking System for the benefit of suppliers or owners of any such measures and (C) use the Parking System in connection with any such installation, design, management, maintenance, repair or rehabilitation (provided that notwithstanding the foregoing clauses (A), (B) and (C), the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate safety measures for its own account (and not for lease, resale or service to third parties) to the extent that the said safety measures are necessary for the Parking System Operations);
- (vi) at its own cost and expense, to design, construct, operate, service, manage, maintain, repair, rehabilitate or replace any Affected Property, other than as provided in clause (v);
- (vii) at its own cost and expense, to (A) install, design, manage, maintain, repair and rehabilitate any existing or future utilities or similar services (whether provided by the University or third parties at the University's instruction) in, on, under, across, over or through the Parking System

(including water and sewer lines, power transmission lines, fiber optic cable, other communications and other equipment), and (B) grant easements and rights on, over, under or within the Parking System for the benefit of suppliers or owners of any such utilities or services (provided that notwithstanding the foregoing clauses (A) and (B), the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate utilities or other services for its own account (and not for lease, resale or service to third parties) to the extent that the said utilities or services are necessary for the Parking System Operations); and

- (viii) at its own cost and expense (except as otherwise expressly provided in this Agreement) and solely in accordance with the terms hereof, to do any other act or thing that the University may be obligated to do or have a right to do under this Agreement.

provided, however, that the University shall not (A) be obligated to make any payments to the Concessionaire for such access (other than Concession Compensation to the extent required hereunder) and the University shall use reasonable efforts to minimize interference with the Parking System Operations in connection with any entry on the Parking System pursuant to this Section 3.7(a) and (B) have access to the cash collections or any software or other intangibles of the Concessionaire. The University shall pay to the Concessionaire the Concession Compensation resulting from any entry to or action on the Parking System pursuant to clauses (iv), (v), (vi), (vii) and (viii).

- (b) *Access Rights.* The University and any of its Representatives, grantees, tenants, mortgagees, licensees and others claiming by, through or under the University, during the progress of any work referred to in this Section 3.7 shall have all necessary easement and access rights and may keep and store at the Parking System all necessary materials, tools, supplies, equipment and vehicles, in a reasonably neat and orderly fashion in compliance with all Laws and so as to not unreasonably interfere with the Concessionaire's conduct of business at the Parking System. To the extent that the University undertakes work or repairs in the Parking System under this Section 3.7 or any other provision of this Agreement, such work or repairs shall be commenced and diligently completed in a good and workmanlike manner, in accordance with any applicable Operating Standards and in such a manner as not to unreasonably interfere with the conduct of business in or use of such space.
- (c) *Renewable Resources.* The University recognizes the value of exploring the use of renewable resources, and, consistent therewith, the University reserves the right (i) to use portions of the Parking Facilities not utilized for Parking Spaces for the installation, operation, replacement and repair of renewable energy apparatus, including, solar panels as well as collection and distribution facilities; and (ii) to use portions of Parking Spaces for the installation, operation,

replacement and repair of charging stations and other renewable energy devices utilized by certain motor vehicles; provided, however, that with respect to clause (ii), (x) no such apparatus shall permanently prevent motor vehicles from parking therein; (y) electricity usage at any such charging stations shall be separately monitored and paid for or reimbursed by the University; and (z) such use shall be subject to the terms for closure and removal of Parking Spaces under Article 7. Any such access contemplated by this Section 3.7(c) shall comply with the access right requirements set forth above in Section 3.7(b).

- (d) *Effect of Reservation.* Any reservation of a right by the University and any of its Representatives, grantees, tenants, licensees and others claiming by, through or under the University to enter the Parking Spaces and to make or perform any repairs, alterations, Restoration or other work in, to, above, or about the Parking System which is the Concessionaire's obligation pursuant to this Agreement, shall not be deemed to (i) impose any obligation on the University to do so, (ii) render the University liable to the Concessionaire or any other Person for the failure to do so or (iii) relieve the Concessionaire from any obligation to indemnify the University as otherwise provided in this Agreement. Nothing in this Agreement shall impose any duty upon the part of the University to do any work required to be performed by the Concessionaire hereunder and performance of any such work by the University and any of its Representatives, grantees, tenants, mortgagees, licensees and others claiming by, through or under the University shall not constitute a waiver of the Concessionaire's default in failing to perform the same.

Section 3.8. Payment of Taxes. Except as otherwise provided in this Section 3.8, the Concessionaire shall pay when due all Taxes payable during the Term in respect of the use, operations at, occupancy of or conduct of business in or from the Parking System; provided, however, the University shall pay when due any Property Taxes in respect of the Parking System. The University reserves the right, without being obligated to do so, to pay the amount of any such Taxes not timely paid by the Concessionaire and which are not being contested by the Concessionaire, and the amount so paid by the University shall be deemed additional consideration hereunder, due and payable by the Concessionaire within Twenty (20) Business Days after written demand by the University. The Concessionaire shall have the right to contest in good faith the validity or amount of any Taxes which it is responsible to pay under this Section 3.8, provided that (i) the Concessionaire has given prior notice to the University of each such contest, (ii) no contest by the Concessionaire may involve a reasonable possibility of forfeiture or sale of the Parking System, and (iii) upon the final determination of any contest by the Concessionaire, if the Concessionaire has not already done so, the Concessionaire shall pay any amount found to be due, together with any costs, penalties and interest. Any sales or usage Taxes imposed on and attributable only to Parking Fees charged in connection with the use of the Parking System may be passed through by Concessionaire to the users otherwise paying Parking Fees for use of the Parking System, and any such increase to Parking Fees as a result thereof shall not be considered for purposes of calculating rate adjustments pursuant to Schedule 5.

Section 3.9. Utilities.

- (a) *Charges.* The Concessionaire shall pay when due all charges (including all applicable Taxes and fees) for gas, electricity, light, heat, power, telephone, water and other utilities and services used in the Parking System Operations or supplied to the Parking System during the Term to the extent such items are separately metered or billed; provided, however, that the University shall pay, and the Concessionaire shall not be responsible for, stormwater charges assessed by the City of Columbus. Upon request of the University, the Concessionaire shall forward to the University, within Fifteen (15) Days following the respective due dates, official receipts, photocopies thereof or other evidence satisfactory to the University, of the payment required to be made by the Concessionaire in accordance with this Section 3.9. To the extent that any such utilities are not separately metered but are submetered by the University taking into account any office space within the Parking System reserved to the University, the University may provide the Concessionaire with invoices for its share of such utilities, and the Concessionaire shall reimburse the University for its share of the costs related to such utilities as shown on such invoices within Thirty (30) Days of receipt thereof. To the extent that any such utility is neither separately metered nor submetered, the University may provide the Concessionaire with invoices for Concessionaire's equitable share of such utilities based upon the respective usage of the Concessionaire and the University, which such amount shall be invoiced at actual cost, as reasonably determined by the University taking into account any office space within the Parking System reserved by the University, and the Concessionaire shall reimburse the University for its share of the costs related to such utilities as shown on such invoices within Thirty (30) Days of receipt thereof. The University does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, government action, terrorism, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies or any other causes, and any such interruption of utility services in and of itself shall never be deemed an Adverse Action or an eviction or disturbance of the Concessionaire's use of the Parking System or any part thereof, or render the University liable to the Concessionaire for damages or, unless the same constitutes a Delay Event, relieve the Concessionaire from performance of the Concessionaire's obligations under this Agreement.
- (b) *Utility Coordination.* The Concessionaire shall be responsible for coordinating or ensuring the coordination of all Parking System Operations with utilities and Persons having service lines, pipelines, transmission lines and other equipment, cables, systems and other apparatus in, on, under, over or adjacent to the Parking System. The Concessionaire shall cause provision to be made for the removal or temporary or permanent relocation and restoration of utilities and other services and any lines, equipment, cables, systems and other apparatus that intersect, interfere with, interface with or otherwise affect the Parking System Operations and shall arrange for temporary rights of entry and access to utilities and other services to be made available that are necessary in connection with the Parking System Operations or as may exist under this Agreement or applicable Law;

provided that the University shall cooperate with the Concessionaire with respect to the Concessionaire's obligations under this Section 3.9(b).

- (c) *Affected Property Coordination.* The Concessionaire shall be responsible for coordinating or ensuring the coordination of all Parking System Operations with Affected Property. The Concessionaire shall arrange for temporary right-of-entry and access to the property of all relevant Governmental Authorities or other Persons as may be necessary in connection with the Parking System Operations or as may exist under this Agreement or applicable Law. The University shall cooperate with the Concessionaire with respect to the Concessionaire's obligations under this Section 3.9(c).
- (d) *No Interference.* The Parties understand and agree that nothing in the foregoing clauses (b) and (c) is in any way intended to interfere with the normal operations of the Parking System by the Concessionaire, and the University shall cooperate with the Concessionaire in minimizing any effect that the obligations of the Concessionaire under such clauses (b) and (c) may have on the Parking System Operations, including reasonable efforts to schedule any such works outside of the academic term or on weekends.

Section 3.10. Notices of Defaults and Claims.

- (a) *Notice by the Concessionaire.* The Concessionaire shall promptly give notice to the University (i) if the Concessionaire becomes aware that a Concessionaire Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent Concessionaire Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the Concessionaire pertaining to the Parking System, the Parking System Operations or the University (whether or not such claim, proceeding or litigation is covered by insurance) of which the Concessionaire is aware (other than as a result of a notice to the Concessionaire from the University). The Concessionaire shall provide the University with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.
- (b) *Notice by the University.* The University shall promptly give notice to the Concessionaire (i) if the University becomes aware that a University Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent University Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the University pertaining to the Parking System, the Parking System Operations or the Concessionaire (whether or not such claim, proceeding or litigation is covered by insurance) of which the University is aware (other than as a result of a notice to the University from the Concessionaire). The University shall provide the Concessionaire with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

Section 3.11. Assignment of Operating Agreements and Plans. At the request of the University, the Concessionaire shall collaterally assign, to the extent reasonably practicable and subject to the terms and conditions herein, to the University, in form and substance satisfactory to the University, all of the right, title and interest of the Concessionaire in, to and under all or any of the Operating Agreements and all present and future specifications, plans, drawings, information and documentation in relation to the Parking System Operations except to the extent any of the foregoing involve proprietary information (collectively, the “Operating Agreements and Plans”) as collateral security to the University for the observance and performance by the Concessionaire of its covenants and obligations under this Agreement. The Concessionaire covenants that it shall cause all of the right, title and interest of the Concessionaire in, to and under all Operating Agreements and Plans entered into or created after the Time of Closing to be collaterally assignable to the University for the purposes of this Section 3.11. The University acknowledges that the Operating Agreements and Plans may also be assigned as security to a Leasehold Mortgagee and that each of the University and such Leasehold Mortgagee shall be entitled to use the Operating Agreements and Plans in enforcing their respective security as hereinafter provided. Without limiting the generality of the foregoing, the University shall be entitled to use the Operating Agreements and Plans if the University elects to use the Operating Agreements and Plans to remedy a Concessionaire Default under this Agreement. Notwithstanding the foregoing, in the event that any such Leasehold Mortgagee has entered into possession or is diligently enforcing and continues to diligently enforce its security, whether by way of appointment of a receiver or receiver and manager, foreclosure or power of sale in accordance with Article 19 or otherwise, or has entered (or is in process to enter) into a New Agreement under Section 19.5, and is using the Operating Agreements and Plans in respect of the Parking System Operations, the University shall not be entitled to use the Operating Agreements and Plans in enforcing its security, it being acknowledged that any assignment of the Operating Agreements and Plans to a Leasehold Mortgagee shall have priority at all times (other than if the University is enforcing its rights to cure under Sections 3.3(c)(i)(B) or 16.1(b)(iii)) over any assignment of the Operating Agreements and Plans to the University. The Concessionaire shall promptly deliver to the University, at the sole cost and expense of the Concessionaire, forthwith after completion or execution and delivery, a copy of each item of the Operating Agreements and Plans. The Concessionaire agrees that (i) it shall bear all risks associated with the use of the Operating Agreements and Plans, (ii) it may not rely on the Operating Agreements and Plans, and (iii) under no circumstances will the University be liable in any way with respect to the Concessionaire’s use of, or for any loss or damage of any kind incurred as a result of the use of, the Operating Agreements and Plans.

Section 3.12. Use of Information and Records.

- (a) The University shall be entitled to access all reasonable records, electronic data and other information collected and retained by the Concessionaire with respect to the Parking System Operations to the extent needed by the University in its reasonable discretion. The Concessionaire acknowledges that for educational and research purposes the University uses traffic counts, parking volume and other parking data. The Concessionaire shall promptly make such data, along with such other data relating to the use of the Parking System, available to the University as reasonably requested by the University.

- (b) Unless prohibited by applicable Law, the Concessionaire shall be entitled to access all reasonable records, electronic data and other information collected and retained by the University to the extent reasonably required for, and only for the purpose of, the Concessionaire's performance of its obligations under this Agreement and the Operating Standards. The University shall promptly make such records, data and information available to the Concessionaire as reasonably requested by the Concessionaire. Unless disclosure is required by applicable Law, the Concessionaire shall keep confidential any information obtained from the Concessionaire or its Representatives. The Concessionaire covenants and agrees that it will implement safeguards to protect against the disclosure or misuse of any such University information that is in its care or custody and will promptly inform the University if there is any breach or suspected breach of security related to such Information.

Section 3.13. Parking System Assets. The Concessionaire shall be required to maintain and operate the Parking System in accordance with the Operating Standards. The Concessionaire will inspect all Parking System Assets in a manner designed to identify and promptly repair or replace any of such Parking System Assets that are defective or inoperative. The Concessionaire shall establish a method pursuant to which individuals parking within the Parking System may report inoperative and defective Parking System Assets and shall display, at or near each Parking Garage, Parking Lot or Metering Device, a telephone number and internet address for the reporting of inoperative and defective Parking System Assets and other operational problems related to the Parking System and Parking System Operations.

Section 3.14. Payments by the University. The Concessionaire acknowledges and agrees that if the University is required under applicable Law of general application to withhold a portion of any payment that the University is obligated to make to the Concessionaire under this Agreement, the University will be deemed to have satisfied such payment obligation to the Concessionaire to the extent of such withholding by the University. If any such withheld amounts are permitted to be paid to the Concessionaire, the University shall pay such amounts to the Concessionaire whenever permitted by Law. Any items and payment amounts that the University is legally required to withhold from the Concessionaire will be listed in Schedule 11 and agreed to by the Concessionaire prior to Closing as a condition of Closing. Prior to withholding any portion of any payment hereunder, the University will give reasonable prior notice to the Concessionaire. For the avoidance of doubt, any payment obligation of a University's department, office or center required by this Agreement is a payment obligation of the University for purposes of this Agreement, and the University shall either cause such department, officer or center to pay the payment obligation or shall satisfy the payment obligation itself.

Section 3.15. Naming Rights, Other Revenue Activities and Commercial Advertisements and Activities.

- (a) The University retains the exclusive naming rights with respect to the Parking System, including the right to sell or lease any naming rights for the Parking System, or any portion of the Parking System, to any third party; provided that, during the Term, without the prior consent of the Concessionaire (which shall

not be unreasonably withheld), the University shall not (i) change the names of any Parking Garage and the Parking System or (ii) grant any third party the right to change the names of any Parking Garage and the Parking System. Any action taken by the University pursuant to this Section 3.15(a) is not a Compensation Event or an Adverse Action.

- (b) The Concessionaire shall neither conduct nor permit any commercial activities in the Parking System other than the Parking System Purposes. The University shall have the right, in its discretion, to install, replace, display and maintain signage that relates to way-finding and identification in, on and around the Parking Facilities, including that signage described in the Operating Standards; provided that the Concessionaire shall have no obligation under the Operating Standards to replace or maintain any signage installed by the University for advertising or naming purposes.
- (c) The University grants to the Concessionaire a license during the Term to use the name of the Parking System together with certain trademarks used in connection with the Parking System Operations, which such license is granted pursuant to, and subject to the terms and conditions of, that certain Trademark License Agreement in the form attached hereto as Schedule 6.
- (d) Concessionaire shall not violate the “affinity” relationships of the University, as may change from time-to-time, as further described in the Operating Standards.
- (e) Except for the right to Parking Revenue, the University reserves for itself the right to perform all other revenue producing activities derived from the Parking System and the sole right to retain the revenue related thereto. For the avoidance of doubt and without limiting the generality of the foregoing, the Concessionaire acknowledges and agrees that the University’s operation of vending machines located in the Parking Facilities shall be considered one of these other revenue producing activities which the University has reserved for itself. As such, the University shall (i) continue to have the right to cause vending machines to be located in the Parking Facilities, (ii) have the right to all revenue generated by such vending machines and (iii) along with its Representatives, grantees, tenants, mortgagees, licensees and other claiming by, through or under the University have the right to access these vending machines pursuant to and subject to Section 3.7(a)(viii). The University shall have the right to access and utilize the utilities in the Parking Facilities to operate such vending machines at comparable levels of usage as existed on the date of this Agreement, provided that the expense of such utilities shall be borne by the University pursuant to Section 3.9(a).

Section 3.16. Reversion of Parking System. On the Reversion Date, the Concessionaire shall surrender and deliver to the University all of its rights, title and interest in the Parking System (including all improvements to the Parking System, the Parking System Assets and all tangible and intangible personal property of the Concessionaire (including inventories) that is included in the Parking System and used in connection with the Parking

System Operations) subject, however, as to any intellectual property included in the Parking System, to any restrictions or prohibitions to disclosure, transfer or sharing thereof and any other rights of third parties with respect thereto, all in accordance with the provisions of Section 16.4. With respect to any third party or proprietary software utilized by the Concessionaire in the operation of the metered parking system at the time of the Reversion Date, the Concessionaire and University will use good faith efforts to provide appropriate license rights and terms to the University for continued operation following reversion.

Section 3.17. Police, Fire, Emergency and Public Safety Access Rights. Notwithstanding any other provision of this Agreement, at all times during the Term and without notice or compensation to the Concessionaire (i) any police, fire and emergency services and any other security or emergency personnel retained by or on behalf of the University shall have access, as required by such services or personnel, to the Parking System; (ii) the University shall have access to the Parking System as necessary for the protection of public safety; and (iii) any Governmental Authority with jurisdiction over the Parking System shall have access to the Parking System as necessary for emergency management and homeland security purposes, including the prevention of or response to a public safety emergency (so long as any exercise of such jurisdiction, to the extent effected by the University, shall be strictly in accordance with the terms hereof).

Section 3.18. Negotiations with Governmental Authorities. Prior to entering into any agreement with any Governmental Authority in connection with the Parking System Operations (a “Government Agreement”) that extends or could extend beyond the Term or pursuant to which the University may incur any liability whatsoever thereunder, the Concessionaire shall submit such Government Agreement for Approval by the University (which Approval may be withheld, delayed or otherwise conditioned in the discretion of the University) prior to the execution and delivery thereof (except with respect to Government Agreements the absence of which may cause the Concessionaire or Parking System Operations to fail to be in compliance with applicable Law or this Agreement, in which case the Concessionaire may enter into such Government Agreement upon notice to the University provided that the Concessionaire indemnifies the University for any Losses relating thereto).

Section 3.19. Administration of the Public Way.

- (a) The Concessionaire acknowledges and accepts that the University holds and administers the Public Way for the non-discriminatory benefit of all Persons and interests, including the Concessionaire and the Concessionaire Interest. The rights granted to the Concessionaire under this Agreement do not create a priority in favor of the Concessionaire over any other user of the Public Way and are subject to the Operating Standards and all provisions of Law.
- (b) Any action(s) by the University with respect to streets or other portions of the Public Way shall constitute a Compensation Event if such action(s) (i) materially restrict access to a Parking Garage or Parking Lot by motor vehicles; (ii) are not in response to any action or omission on the part of the Concessionaire or the Operator; (iii) result in a reduction in the number of motor vehicles using the Parking System; and (iv) result in a reduction of Parking Revenue during a Three

Hundred Sixty (360) Day consecutive period in excess of One Hundred Thousand Dollars (\$100,000), Adjusted for Inflation from the month of the Closing Date to the month that is Four (4) months prior to the month a claim for Concession Compensation is made by the Concessionaire with respect to such Compensation Event.

Section 3.20. Air Rights. The University hereby reserves, and is not demising or leasing to Concessionaire, the right and easement to construct and reconstruct and forever maintain the air rights with respect to the Parking Facilities and other property within the Parking System, including (i) any and all space located above the surface grade of any such property upon which there are no improvements, as such surface grade exists as of the date of this Agreement, and (ii) any and all space located above any improvements within the Parking System as of the date hereof.

Section 3.21. Ongoing Ancillary Services. Throughout the term of this Agreement, the University at its sole cost and expense shall continue to provide public safety, blue light monitoring, and remote lot busing services, as more particularly described on Schedule 19. To the extent that Additional Parking Spaces are added to the Parking System, the University, at its sole cost, will provide the ancillary services described in this Section 3.21 to such Additional Parking Spaces consistent with the service levels specified above. The failure to provide the ancillary services described in this Section 3.21 shall be a Compensation Event.

ARTICLE 4 CAPITAL IMPROVEMENTS

Section 4.1. Concessionaire Responsibility for Capital Improvements. The Concessionaire shall be responsible for all Capital Improvements with respect to the Parking System required to be completed during the Term in accordance with the terms of this Agreement, including as required by the Operating Standards. The Concessionaire shall complete the Capital Improvements listed on Schedule 12 of this Agreement within the time set forth therein.

Section 4.2. Authorizations Related to Capital Improvements. The Concessionaire's obligation to perform Capital Improvements shall be subject to the issuance by the Governmental Authorities and the University of any and all Authorizations and as required by such parties with respect thereto, and the University agrees not to unreasonably withhold, condition or delay the issuance of any such Authorizations to be issued by the University, and to use its reasonable efforts to assist the Concessionaire in obtaining such Authorizations to be issued by the Governmental Authorities. Without limiting the generality of the foregoing, the University agrees that it will reasonably assist and cooperate with the Concessionaire in obtaining any and all Authorizations (including any required rights of access over real property that is owned or controlled by the University) in order for the Concessionaire to perform Capital Improvements.

Section 4.3. University Responsibility for Capital Improvements.

- (a) *Access.* The University, at its own cost and expense, shall maintain, repair and rehabilitate any existing or future Affected Property under the jurisdiction or control of the University that provides access to or from or is otherwise a part of any Parking Facility, any Parking Space therein or any Street Metered Space in such a manner as to maintain access to and from any such Parking Facility, any Parking Space therein or any Street Metered Space and is reasonably comparable to that in existence as of the Bid Date and, in any event, to a standard not less than that generally observed by the University as of the Bid Date with respect to other Affected Property under its jurisdiction or control.
- (b) *Condition.* Without limiting the obligations of the University set forth in Section 4.3(a), the University, at its own cost and expense, shall maintain, manage, repair and rehabilitate any existing or future Affected Property under the jurisdiction or control of the University in accordance with the Operating Standards and otherwise in a manner sufficient to enable the Concessionaire to operate the Parking System in compliance with the terms hereof, including the Operating Standards, and the University shall reasonably cooperate with the Concessionaire and any Governmental Authority in taking such actions (which may include the granting of access rights in favor of the Concessionaire) with respect to such property as are necessary to enable the Concessionaire to comply with its obligations under this Agreement, including the Operating Standards. For avoidance of doubt, the University shall not be responsible for any maintenance, repair or rehabilitation of the Parking System that is otherwise the responsibility of the Concessionaire pursuant to this Agreement or the Operating Standards.
- (c) *Notice; Coordination.* Prior to undertaking any construction, maintenance, management, repair or rehabilitation of any Affected Property pursuant to this Section 4.3, the University shall provide the Concessionaire with written notice thereof and will consult with the Concessionaire as to how to mitigate the effects of such work that is proposed to be carried out; provided, however, that if such construction, maintenance, management, repair or rehabilitation would materially reduce or impede access to any of the Parking Facilities, the Parking Spaces or Street Metered Spaces, and could otherwise reasonably be expected to have a Material Adverse Effect, then the University shall provide the Concessionaire with not less than Sixty (60) Days' notice thereof and shall jointly with the Concessionaire develop and agree a written plan to mitigate the effects of such work that is proposed to be carried out.

Section 4.4. Required Payment Options. Unless alternative methods of payment have been Approved by the University, any Parking Space with Parking Fees of One Dollar (\$1.00) or more per hour must have payment options that include (i) cash, (ii) debit/ATM card, and (iii) credit card. The Concessionaire shall be responsible for all costs associated with any electronic upgrades necessary to comply with the provisions of this Section 4.4, including the cost of removing any old equipment, or attachments thereto, and repairing any damage caused by such removal.

ARTICLE 5 MODIFICATIONS

Section 5.1. University Directives. The University may, at any time during the Term, issue a University Directive to the Concessionaire. Subject to the University making available to the Concessionaire sufficient funds to perform any work required to implement such University Directive at or before the time payment for such work is required to be made, and the Concessionaire having obtained (with the cooperation of the University) all relevant Authorizations from all relevant Governmental Authorities required for the relevant work, the Concessionaire shall perform the work required to implement such University Directive, and the University shall pay to the Concessionaire any Concession Compensation with respect thereto. The removal of Parking Spaces or Permits by the University is not a University Directive and shall not result in Concession Compensation as a University Directive, but shall result in Concession Compensation as provided in Article 7. Parking garages or parking lots constructed as the result of a University Directive shall be deemed to be Parking Facilities for purposes of this Agreement and shall be included in the Parking System to be operated by Concessionaire under the terms of this Agreement, and the University shall pay the Concessionaire any Concession Compensation with respect thereto.

Section 5.2. Other Construction. The University may, at any time during the Term, construct additional parking garages, parking lots or other parking facilities in the Competing Parking Area. Prior to the construction of any parking garage, parking lots or other parking facility that is not part of a larger structure or development, the University shall provide Concessionaire with the option to perform such work in respect of the Parking System. If Concessionaire wishes to accept the obligation to perform such work, it must notify the University within Sixty (60) Days of the University having provided such option to Concessionaire. Any failure by Concessionaire to provide a determination to the University within Sixty (60) Days shall be deemed an election not to accept such obligation.

- (a) If Concessionaire elects to accept the obligation to perform such work in accordance with the plans and specifications set forth by the University:
 - (i) the Concessionaire shall bear the cost of such work and construction;
 - (ii) such parking garages, parking lots or other parking facilities constructed shall be deemed to be Parking Facilities for purposes of this Agreement and shall be included in the Parking System to be operated by Concessionaire under the terms of this Agreement; and
 - (iii) the University shall not be required to pay to the Concessionaire any Concession Compensation with respect thereto.

- (b) If Concessionaire elects not to accept the obligation to perform such work in accordance with the plans and specifications set forth by the University, or if the parking garages, parking lots or other facilities to be constructed, as the case may be, are part of a larger structure or development, the University shall have the option to:

- (i) deem such parking garages, parking lots or other parking facilities constructed by the University to be Parking Facilities for purposes of this Agreement to be included in the Parking System and operated by Concessionaire under the terms of this Agreement, in which case the University shall pay to Concessionaire any Concession Compensation with respect thereto; or
- (ii) exclude such parking garages, parking lots or other parking facilities from the Parking System, in which case the University shall pay to Concessionaire any Concession Compensation with respect thereto, and such parking garages, parking lots or other parking facilities shall be operated by the University or its designee.

Section 5.3. Concessionaire Requests. If the Concessionaire wishes at any time during the Term to make a material change in the dimensions, character, quality or location of any part of the Parking System, then the Concessionaire may submit to the University, for Approval, a Concessionaire Request with respect to such change and shall submit to the University for its Approval specific plans with respect to any such work; provided, however, that the Concessionaire shall not be required to submit a Concessionaire Request to install gates and other equipment or facilities on any Parking Facility in connection with ensuring such Parking Facility is a closed-access Parking Facility, and the University shall provide reasonable access to Affected Property and utilities for such installation. The Concessionaire shall be responsible for all amounts required to implement an Approved Concessionaire Request (and any Losses incurred in connection therewith). No Concessionaire Request shall be implemented unless and until such Concessionaire Request has been Approved by the University.

Section 5.4. Performance of Modifications. Subject to the other provisions of this Article 5, the Concessionaire shall ensure that University Directives and Approved Concessionaire Requests are performed in a good and workmanlike manner and diligently complied with and implemented in such manner that the costs (in the case of University Directives only) and delays relating thereto are minimized.

ARTICLE 6 OPERATING STANDARDS

Section 6.1. Compliance with Operating Standards. The Concessionaire shall, at all times during the Term, cause the Parking System Operations to comply with and implement the Operating Standards in all material respects (including any changes or modifications to the Operating Standards pursuant to the terms of this Agreement). The Concessionaire shall have in place procedures that are reasonably designed to achieve compliance with the Operating Standards. The Operating Standards shall not be deemed to be violated by immaterial acts or omissions, including an immaterial failure to comply with specific requirements set forth in the Operating Standards other than actions or omissions that endanger the public health or safety. Except as specifically set forth herein, the Concessionaire shall perform all work required to comply with and implement the Operating Standards (including the Capital Improvements described therein) as part of the Parking System Operations and at its sole cost and expense.

Section 6.2. Proposed Operating Standards. If the Concessionaire, at its cost and expense, wishes to implement and use operating standards other than the Operating Standards, the Concessionaire must provide notice of such proposed operating standards to the University for Approval. The Concessionaire's proposed operating standards must be accompanied by an explanation of the Concessionaire's rationale for making its proposal and all relevant supporting information, certificates, reports, studies, investigations and other materials as are necessary to demonstrate that the Concessionaire's proposed operating standards are reasonably designed to achieve the objectives of the applicable Operating Standards. The University may request any additional supporting information, certificates, reports, studies, investigations and other materials as are reasonably required by the University to determine if the Concessionaire's proposed operating standards are reasonably designed to achieve the objectives of the applicable Operating Standards. Until the University provides its Approval for the implementation of the Concessionaire's proposed operating standards, the Concessionaire shall not implement the proposed operating standards and shall implement and comply with the Operating Standards. The Concessionaire's proposed operating standards shall be deemed incorporated into the Operating Standards upon Approval by the University in accordance with the terms hereof. If the University refuses to Approve any proposed operating standards and the Concessionaire disagrees with such refusal, the Concessionaire may submit the matter for dispute resolution under the provisions of Article 18.

Section 6.3. Modified Operating Standards.

- (a) The University shall have the right, at any time during the Term, to modify or change the Operating Standards upon notice to the Concessionaire to (i) comply with any new Law or change in Law applicable to the Parking System Operations or (ii) conform the Operating Standards to standards or practices generally adopted with respect to Comparable Parking Facilities; any such modification shall not constitute a Compensation Event. In the event the University modifies the Operating Standards in accordance with the immediately preceding sentence, the Concessionaire, at its cost and expense, but subject to Section 7.7, shall perform all work required to implement and shall comply with all such modifications and changes and in no event shall the Concessionaire be excused from compliance with any such modification or change. The Concessionaire shall have the right to challenge, pursuant to Article 18, any modified Operating Standard on the grounds that it does not meet the requirement of this Section 6.3(a).
- (b) If, during the Term, the University is of the opinion that a modification or change to the Operating Standards is necessary or desirable but such modification or change is not required by Section 6.3(a), the University may upon reasonable written notice to the Concessionaire modify or change the Operating Standards; provided, however, that any such change(s) or modification(s) in the aggregate over any Three Hundred Sixty (360) Day consecutive period shall constitute a Compensation Event only if such change(s) or modification(s) (i) are not in response to any action or omission on the part of the Concessionaire or the Operator and (ii) result in an increase, during a Three Hundred Sixty (360) Day consecutive period, in operating expenses attributable to compliance with such

change(s) or modification(s) in excess of One Hundred Thousand Dollars (\$100,000) (Adjusted for Inflation). At the University's request, the Concessionaire shall perform all work required to implement and shall comply with all such modifications and changes, and in no event shall the Concessionaire be excused from compliance with any such modification or change.

- (c) The University shall have the right to undertake the work necessary to ensure implementation of and compliance with any such modification or change to the Operating Standards if the Concessionaire fails to do so within a reasonable period of time; provided, however, that to the extent that such work is undertaken by the University, the Concessionaire shall pay to the University within Ten (10) Business Days following demand therefor, or the University may offset from amounts owing to the Concessionaire in connection with such modification or change, (i) with respect to changes pursuant to Section 6.3(a) all costs to comply with such Operating Standard and (ii) with respect to Section 6.3(b), the costs of the portion of the work performed in order to comply with the Operating Standards existing immediately prior to such modification or change, and the University shall be responsible only for the incremental costs of the additional work required in order to implement such proposed modification or change to the Operating Standards and, without duplication with the foregoing, the Concession Compensation with respect to such modification or change.

ARTICLE 7

REVENUES, DESIGNATION OF PERMITS AND PARKING SPACES AND CLOSURE OF PARKING SPACES

Section 7.1. Schedule of Parking Fees.

- (a) The Parking Fees, and limits and terms thereof, for each of the Permit Years during the Term are set forth on Schedule 5. Subject to Section 3.2(d), the Concessionaire shall, during the Term, (i) have the right to collect and enforce payment of fees and charges, at rates not exceeding those permitted by the Schedule of Parking Fees then in effect, with respect to the parking of any vehicle in the Parking System in accordance with the provisions of this Agreement and (ii) have the right, title, entitlement and interest in all revenue derived from fees and charges imposed by or on behalf of the Concessionaire in respect of vehicles using the Parking System during the Term ("Parking Revenue").
- (b) To the extent the Concessionaire wishes to change the Schedule of Parking Fees, the Concessionaire shall submit such suggested changes to the PAC for its consent, not to be unreasonably withheld, not less than One Hundred Eighty (180) Days prior to the beginning of the applicable Permit Year. The PAC, after consulting with appropriate University personnel and governance committees, shall accept (with any modifications thereto mutually agreed upon by the Parties)

or reject such suggested changes within One Hundred Twenty (120) Days of submission thereof by the Concessionaire, along with reasonable detail as to the basis therefor in the event of rejection of such suggested changes.

- (c) To the extent the University wishes to change the Schedule of Parking Fees, the University shall submit such suggested changes to the Concessionaire for its consent, not to be unreasonably withheld, not less than One Hundred Eighty (180) Days prior to the beginning of the applicable Permit Year. The Concessionaire shall accept (with any modifications thereto mutually agreed upon by the Parties) or reject such suggested changes within One Hundred Twenty (120) Days of submission thereof by the University, along with reasonable detail as to the basis therefor in the event of rejection of such suggested changes. Notwithstanding the foregoing, the University shall always have the right to change the Parking Fees, provided that any such change shall be a Compensation Event.

Section 7.2. Changes to Permits or Parking Spaces.

- (a) *Permits.* The University has designated, as set forth on Schedule 15, certain Classes of Permits that permit the use of various portions of the Parking System within a Permit Year. Prior to the beginning of each Permit Year, the University is permitted to change the designation of the Classes of Permits for the applicable Permit Year in accordance with Section 7.2(e)(ii). The University shall not limit the amount of any Class of Permits that may be sold (beyond restrictions relating to the classification, credentials and eligibility of purchasers); provided, however, that the University may limit the amount of any Sub Class Permits that may be sold based on availability of Parking Spaces for holders of other Classes of Permits in the Parking Garages to which the Sub Class Permits provide access; provided further that any limitation by the University of the amount of Permits that may be sold in violation of the provisions of this Section 7.2(a) shall be a Compensation Event.
- (b) *Parking Spaces.* Anytime after the Closing, in the University's discretion, the University shall have the right to designate, temporarily close or remove, from time to time, each Parking Space, subject to the terms of this Article 7; provided, that temporary closure(s) (i.e., non-Permanent Removal) of Parking Spaces in the aggregate over any Three Hundred Sixty (360) Day consecutive period shall be a Compensation Event only if such action(s) (i) are not in response to any action or omission on the part of the Concessionaire or the Operator; and (ii) result in a reduction of Parking Revenue during such Three Hundred Sixty (360) Day consecutive period in excess of One Hundred Thousand Dollars (\$100,000) (Adjusted for Inflation).
- (c) *Street Metered Spaces.* The Concessionaire shall be obligated to promptly install Metering Devices with respect to all newly designated Street Metered Spaces, which the University may designate in its discretion, after written notification by the University of the designation, and the University shall pay to the

Concessionaire any Concession Compensation with respect such installation. New Metering Devices will be ordered within Five (5) Business Days of said notice and will be installed within Five (5) Business Days after delivery and necessary testing of the equipment from the supplier to the Operator's location. All such Metering Devices shall be owned (or leased) by the Concessionaire during the Term. The installation of Metering Devices shall be undertaken in accordance with the Operating Standards.

- (d) *Deemed Removal.* A Parking Space shall be deemed to be removed (a "Permanent Removal") by the University for the purposes of this Article 7 upon the earlier to occur of (i) the receipt of written notice by the University to the Concessionaire that such closure is a permanent removal of such Parking Space and (ii) One (1) Year of continued closure of the Parking Space by the University or at the request of the University and not due to the acts or omissions of the Concessionaire or the failure by the Concessionaire to comply with the terms of this Agreement.
- (e) *Change in Designation of Parking Spaces or Permit Classes.*
 - (i) To the extent the Concessionaire wishes to change the designation of Parking Spaces (e.g. visitor parking) or Permit Classes, the Concessionaire shall submit such suggested changes to the PAC for its consent, not to be unreasonably withheld, not less than One Hundred Eighty (180) Days prior to the beginning of the applicable Permit Year. The PAC, after consulting with appropriate University personnel and governance committees, shall accept (with any modifications thereto mutually agreed upon by the Parties) or reject such suggested changes within Ninety (90) Days of submission thereof by the Concessionaire, along with reasonable detail as to the basis therefor in the event of rejection of such suggested changes. Notwithstanding the foregoing, nothing shall prohibit the Concessionaire from temporarily designating and reconfiguring certain Parking Spaces in any Parking Facility for which Permits are required as so-called "transient" or Metered Parking Spaces without the University's prior written consent, provided that such reconfiguration does not violate this Agreement or the Operating Standards or result in the non-availability of Parking Spaces for Permit users entitled to use such Parking Facility.
 - (ii) To the extent the University wishes to change the designation of Parking Spaces or Permit Classes, the University shall submit such suggested changes to the Concessionaire for its consent, not to be unreasonably withheld, not less than One Hundred Eighty (180) Days prior to the beginning of the applicable Permit Year. The Concessionaire shall accept (with any modifications thereto mutually agreed upon by the Parties) or reject such suggested changes within Ninety (90) Days of submission thereof by the University, along with reasonable detail as to the basis therefor in the event of rejection of such suggested changes. Notwithstanding the foregoing, the University shall always have the right

to change the designation of Parking Spaces or Permit Classes, provided that any such change shall be a Compensation Event.

Section 7.3. Notice. Any designation or removal of a Parking Space by the University pursuant to this Article 7 shall be provided in writing to the Concessionaire prior to such designation or removal.

Section 7.4. Payments for Permanent Removal. The University intends, and the Concessionaire acknowledges that the University shall be permitted to, permanently remove up to Two Thousand Two Hundred (2,200) Parking Spaces that are used for Permit parking as of the date hereof, and the University shall not be required to pay to the Concessionaire any Concession Compensation with respect thereto. The Permanent Removal of Parking Spaces beyond those described in the first sentence of this Section 7.4 during the Term shall result in a Compensation Event; provided, however, without limiting any other provisions of this Agreement, any Concession Compensation shall take into account any additional Parking Revenue derived from Parking Spaces added during the Term and additional operating and maintenance costs incurred by the Concessionaire from such Parking Spaces. Any Permanent Removal of Parking Spaces during the Term that results in the Parking System having less than the sum of (i) Twenty-Seven Thousand (27,000) Parking Spaces and (ii) Seventy-Five Percent (75%) of the Parking Spaces added to the Parking System by the University after the date hereof pursuant to the terms of this Agreement, if any, shall result in an Adverse Action or continue to be treated as a Compensation Event in the Concessionaire's discretion.

Section 7.5. Special Events and Global Events.

(a) *Special Events.*

- (i) The University may temporarily close, take over the use of or reduce or prohibit Parking Fees to be charged with respect to, all or any portion of the Parking System for Special Events, as more particularly described in the Operating Standards. A Special Event shall not constitute a Compensation Event to the extent identified on Part 1 or Part 2 Schedule 10 attached hereto (as modified from time to time in accordance with this Section 7.5) or to the extent it does not have a material adverse effect on the revenue that the Concessionaire would have received during the period of the Special Event had the Special Event not occurred. For instance, during a Special Event, the temporary closure or altered operation of any Parking Space utilized for Permit parking would not have any impact on the revenue of the Concessionaire.
- (ii) The University shall have the right to modify Part 1 of Schedule 10 prior to each Permit Year and no Concession Compensation will be owed with respect to any such modifications, provided that the Parking Spaces subject to and associated with the Special Events listed on Part 1 of Schedule 10, as modified, are commensurate with those of the previous Part 1 of Schedule 10 with respect to (A) quantity; (B) location; (C) the time period during which such Parking Spaces are affected; and (D) the

days of the week during which such Parking Spaces are affected. To the extent that the University does not have knowledge of a Special Event prior to the applicable Permit Year, the University shall provide notice to the Concessionaire in advance of the Special Event promptly after the University becomes aware of such Special Event.

- (iii) Except as set forth in Section 7.5(a)(iv), during a Special Event, the portions of the Parking System affected by such Special Event will be controlled and operated by the Concessionaire and, during such Special Event, the Concessionaire will be entitled to any revenue, and be responsible for all operating expenses, associated with such affected portions of the Parking System; provided, however, an amount equal to any such revenue (net of operating expenses attributable to the operation, during such Special Event, of the portions of the Parking System affected by such Special Event beyond those operating expenses that Concessionaire would be required to provide to such portion of the Parking System in the absence of such Special Event) shall be set off against any amounts owed by the University to Concessionaire under this Agreement; provided, further, that if in connection with such Special Event, the University requests that the Concessionaire provide services during such Special Event in excess of the services the Concessionaire is obligated to provide under the terms of this Agreement with respect to such portion of the Parking System in the absence of such Special Event, then the University shall reimburse the Concessionaire for an amount equal to the reasonable out-of-pocket and documented costs incurred by the Concessionaire to the extent attributable to such excess services.
- (iv) Notwithstanding the foregoing, any portions of the Parking System serving the Jerome Schottenstein Center and affected by a Special Event shall continue to be operated by the Concessionaire during such Special Event, and the University will be entitled to any revenue therefrom (including any fees collected by Concessionaire during its operation of such portions of the Parking System during such Special Event); provided, however, that the University shall reimburse the Concessionaire for the direct out-of-pocket cost associated with operating such designated Parking Facilities and removing any refuse therefrom following such Special Event plus an amount equal to Ten Percent (10%) of such out-of-pocket cost.

(b) *Global Events.*

- (i) The University may designate up to Twenty (20) events in each Permit Year (each, a “Global Event”) during which, except as set forth in Section 7.5(b)(ii), the University may temporarily close, take over the use of or reduce or prohibit Parking Fees to be charged with respect to all or any portion of the Parking System. Each Global Event shall be limited to One (1) Day; provided, however, that during the Day immediately

following the Global Event, the Concessionaire shall allow patrons utilizing the Parking Facilities for the Global Event to retrieve vehicles at no charge. The University shall notify the Concessionaire of Global Events of which it has knowledge prior to each Permit Year. To the extent that the University does not have knowledge of a Global Event prior to the applicable Permit Year, the University shall provide notice to the Concessionaire in advance of the Global Event promptly after the University becomes aware of such Global Event. The closure of Parking Spaces for up to Twenty (20) Global Events each Permit Year shall not constitute a Compensation Event. Any portions of the Parking System affected by a Global Event shall continue to be operated by the Concessionaire during such Global Event, and the University will be entitled to any revenue therefrom (including any fees collected by Concessionaire during its operation of such portions of the Parking System during such Global Event); provided, however, that the University shall reimburse the Concessionaire for the direct out-of-pocket cost associated with operating such designated Parking Facilities and removing any refuse therefrom following such Global Event.

- (ii) Notwithstanding the foregoing, the University may designate certain of the Parking Facilities as not being used during a particular Global Event, in which case such designated Parking Facilities will be controlled and operated by the Concessionaire and, during such Global Event, the Concessionaire will be entitled to any revenue, and be responsible for all operating expenses, associated with such designated Parking Facilities; provided, however, an amount equal to any such revenue shall be set off against any amounts owed by the University to Concessionaire under this Agreement.

Section 7.6. Additional Parking Spaces. During the Term, the University may, in its discretion designate additional Parking Spaces (the “Additional Parking Spaces”) as a University Directive pursuant to Section 5.1, and each Additional Parking Space shall immediately become part of the Parking System.

Section 7.7. Changes in Parking Rules, Regulations and Adjudication. Any material change to the Enforcement Policies and Procedures, to the extent not approved by the Concessionaire in accordance with this Agreement, shall result in a Compensation Event.

Section 7.8. Increases in Parking Fees. The University and the Concessionaire shall negotiate, in good faith, the allocation of Parking Revenue resulting from any increase in the Parking Fees (other than the Regular Rate Adjustment).

Section 7.9. Right to Challenge. Unless otherwise stated, if a Party objects to any determination made by the other Party pursuant to this Article 7, the objecting Party shall have the right to submit such determination (at any time including after the date of such determination) for resolution pursuant to Article 18.

Section 7.10. Mitigation of Temporary Closure. Concessionaire shall provide the University with no less than Thirty (30) Days written notice of the temporary closure of any Parking Facility or a material portion thereof. Upon receipt of such notice by the University, the Parties shall negotiate in good faith to arrange to mitigate any potential damages or dissatisfaction to users of the Parking System caused by and during such temporary closure, including by means of busing affected users from alternative locations, for which such services the Concessionaire shall reimburse the University to the extent provided by the University for its reasonable, actual costs thereof.

ARTICLE 8 REPORTING; AUDITS; INSPECTIONS

Section 8.1. Reports.

- (a) *Incident Management and Notifications.* The Concessionaire shall provide notice to the University of all emergencies as promptly as possible, and, in any event, not later than Twelve (12) hours of such emergency being known to the Concessionaire or the Operator and promptly provide notice to the University of all material accidents and incidents occurring with respect to the Parking System and of all claims in excess of Twenty Five Thousand Dollars (\$25,000) annually Adjusted for Inflation made by or against the Concessionaire or potential claims in excess of Twenty Five Thousand Dollars (\$25,000) annually Adjusted for Inflation that the Concessionaire reasonably expects to make against, or to be made against it by, third parties.
- (b) *Environmental Incident Management and Notifications.* The Concessionaire shall provide notice to the University as promptly as possible, and, in any event, not later than Twelve (12) hours following the Concessionaire's becoming aware of the discharge, dumping or spilling (accidental or otherwise) of any reportable quantity, as defined under applicable Environmental Law, of Hazardous Substances occurring with respect to the Parking System, the time, the agencies involved, the damage that has occurred and the remedial action taken. The Concessionaire shall be financially responsible and shall pay the costs and expenses of any remediation required as a result of any such discharge, dumping or spilling of Hazardous Substances caused by the willful misconduct or negligent action of, or permitted by the negligent inaction of, the Concessionaire or any of its Representatives. The Concessionaire shall not be financially responsible for the actions of third parties except for those actions with respect to which the Concessionaire or any of its Representatives shall have had prior knowledge or those actions consented to by the Concessionaire or any of its Representatives.
- (c) *Financial Reports.* The Concessionaire shall deliver to the University within One Hundred Twenty (120) Days after the end of each Year a copy of the audited balance sheets of the Concessionaire at the end of each such Year and the related audited statements of income, changes in equity and cash flows for such Year, including, in each case, the notes thereto, together with the report thereon

of the independent certified public accountants of the Concessionaire, in each case in a manner and containing information consistent with the Concessionaire's current practices and certified by the Concessionaire's chief financial officer that such financial statements fairly present the financial condition and the results of operations, changes in equity and cash flows of the Concessionaire as at the respective dates of and for the periods referred to in such financial statements, all in accordance with generally accepted accounting principles in the United States consistently applied.

Section 8.2. Information.

- (a) *Furnish Information.* At the request of the University, the Concessionaire shall, at the Concessionaire's cost and expense and at any and all reasonable times during the Term not more frequently than once each Quarter: (i) make available or cause to be made available (and, if requested by the University, furnish or cause to be furnished) to the University all Information relating to the Parking System Operations, this Agreement or the Parking System as may be specified in such request and as shall be in the possession or control of the Concessionaire or its Representatives, and (ii) permit the University, after giving Ten (10) Business Days' prior notice to the Concessionaire (which notice shall identify the Persons the University requests to be present for an interview and describe with reasonable specificity the subject matter to be raised in the interview) request Concessionaire's approval, which shall not be unreasonably withheld, to discuss the obligations of the Concessionaire under this Agreement with any of the directors, officers, employees or managers of the Concessionaire, the Operator or their respective Representatives at times and places acceptable to all attendees (it being agreed that the Concessionaire shall have the right to be present during any such discussions with the Operator or Representatives of the Concessionaire or the Operator), for the purpose of enabling the University to determine whether the Concessionaire is in compliance with this Agreement. For the avoidance of doubt, this Section 8.2(a) does not impose a requirement to retain Information not otherwise retained in the normal course of business or required to be retained by applicable Law.
- (b) *Confidentiality.* Unless disclosure is required by applicable Law, the University shall keep confidential any Information obtained from the Concessionaire or its Representatives that constitutes trade secrets or commercial or financial information (A) where the trade secrets or commercial or financial information are proprietary, privileged or confidential or (B) where disclosure of the trade secrets or commercial or financial information may cause competitive harm. In the event that the Concessionaire requests the University to defend an action seeking the disclosure of Information that the University determines to be confidential pursuant to this Section 8.2(b), the Concessionaire shall reimburse the University for the reasonable costs and expenses (including attorneys' fees of the prevailing party) incurred by the University in defending any such action. Notwithstanding anything to the contrary herein, the University and the

Concessionaire may disclose the United States federal tax treatment and tax structure of the Transaction.

Section 8.3. Inspection, Audit and Review Rights of the University.

- (a) *Audit Right.* In addition to the rights set out in Section 8.2, the University may, at all reasonable times, upon Ten (10) Business Days' prior notice, cause a Representative designated by it to carry out an Audit and Review of the Information required to be maintained or delivered by the Concessionaire under this Agreement in connection with the performance of the Parking System Operations for the purpose of verifying the information contained therein and to otherwise track parking and traffic patterns and shall be entitled to make copies thereof and to take extracts therefrom, at the University's expense but, in any event, subject to Section 8.2(b). The Concessionaire shall, at reasonable times, make available or cause to be made available to the University or its designated Representative such information and material as may reasonably be required by the University or its designated Representative for its purposes and otherwise provide such cooperation as may be reasonably required by the University in connection with the same; provided, however, that such Audit and Review rights are limited to one Audit and Review per Year.
- (b) *Inspection Right.* The University and its Representatives shall, at all reasonable times and upon reasonable prior notice, have access to the Parking System and every part thereof, and the Concessionaire, at the reasonable cost and expense of the Concessionaire, shall and shall cause its Representatives to furnish the University with every reasonable assistance for inspecting the Parking System and the Parking System Operations for the purpose of Auditing the Information or ascertaining compliance with this Agreement and applicable Law subject to reasonable restrictions on access to confidential and proprietary information as determined by the Concessionaire .
- (c) *Tests.* The University and its Representatives shall, with the prior consent of the Concessionaire (which shall not be unreasonably withheld, conditioned or delayed), be entitled, at the sole cost and expense of the University and at any time and from time to time, to perform or cause to be performed any test, study or investigation in connection with the Parking System or the Parking System Operations as the University may reasonably determine to be necessary in the circumstances, and the Concessionaire, at the cost and expense of the Concessionaire, shall, and shall cause its Representatives to, furnish the University or its Representatives with reasonable assistance in connection with the carrying out of such tests, procedures, studies and investigations.
- (d) *No Waiver.* Failure by the University or its Representatives to inspect, review, test or Audit the Concessionaire's responsibilities under this Agreement or any part thereof, or the performance by the Concessionaire of the Parking Services, or the Information, shall not constitute a waiver of any of the rights of the University hereunder or any of the obligations or liabilities of the Concessionaire

hereunder. Inspection, review, testing or Audit not followed by a notice of Concessionaire Default shall not constitute a waiver of any Concessionaire Default or constitute an acknowledgement that there has been or will be compliance with this Agreement and applicable Law.

- (e) *No Undue Interference.* In the course of performing its inspections, reviews, tests and Audits hereunder, the University shall minimize the effect and duration of any disruption to or impairment of the Parking System Operations or the Concessionaire's rights or responsibilities under this Agreement, having regard to the nature of the inspections, reviews, tests and Audits being performed, except as necessary in the case of investigations of possible criminal conduct or University ordinance violations.

Section 8.4. Audits, Assistance, Inspections and Approvals. Wherever in this Agreement reference is made to the University or its Representatives providing assistance, services, Approvals or consents to or on behalf of the Concessionaire or its Representatives or to the University or its Representatives performing an Audit or inspecting, testing, reviewing or examining the Parking System, the Parking System Operations or any part thereof or the books, records, Documents, budgets, proposals, requests, procedures, certificates, plans, drawings, specifications, contracts, agreements, schedules, reports, lists or other instruments of the Concessionaire or its Representatives, such undertaking by the University or its Representatives shall not relieve or exempt the Concessionaire from, or represent a waiver of, any requirement, liability, Concessionaire Default, covenant, agreement or obligation under this Agreement or at law or in equity and shall not create or impose any requirement, liability, covenant, agreement or obligation (including an obligation to provide other assistance, services or Approvals) on the University or its Representatives not otherwise created or imposed pursuant to the express provisions of this Agreement.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

Section 9.1. Representations and Warranties of the University. The University makes the following representations and warranties to the Concessionaire and acknowledges that the Concessionaire and its Representatives are relying upon such representations and warranties in entering into this Agreement:

- (a) *Organization.* The University is an instrumentality of the State of Ohio duly organized and existing under the laws of the State of Ohio.
- (b) *Power and Authority.* The University has (i) duly authorized and approved the execution and delivery of this Agreement and (ii) duly authorized and approved the performance by the University of its obligations contained in this Agreement. The University has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

- (c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the University and constitutes a valid and legally binding obligation of the University, enforceable against the University in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.
- (d) *Title.* At the Time of Closing, the University will have good and sufficient title (or good and sufficient title will be had for the benefit of the University) to the Parking Facilities and the Parking System Assets necessary for the Parking System Operations pursuant to this Agreement, subject only to Permitted University Encumbrances, and will be able to transfer or grant such interest to the Concessionaire as provided in this Agreement. Subject to any and all Permitted University Encumbrances existing at the Time of Closing, there is no recorded or unrecorded agreement, contract, option, commitment, right, privilege or other right of another binding upon, or which at any time in the future may become binding upon, the University to sell, transfer, convey, subject to lien, charge, grant a security interest in or in any other way dispose of or materially encumber the Parking System. Subject to any and all Permitted University Encumbrances, the recorded or unrecorded restrictions, exceptions, easements, rights of way, reservations, limitations, interests and other matters that affect title to the Parking System (or any portion thereof) do not materially adversely affect the Concessionaire's ability to operate the Parking System in accordance with the terms hereof. No indebtedness for borrowed money of the University is or will be secured by any right or interest in the Parking System or the revenues or income therefrom, and no Person will have any claim or right to, or interest in, any income, profits, rents or revenue derived from or generated with respect to the Parking System (other than the Concessionaire and any claims, rights or interests granted by or otherwise relating to the Concessionaire); provided, however, the foregoing shall not apply to (i) revenues to which the University is or may be entitled to under this Agreement, or (ii) revenues or income derived after the End Date.
- (e) *No Conflicts.* The execution and delivery of this Agreement by the University, the consummation of the transactions contemplated hereby (including the operation of the Parking System in accordance with the terms of this Agreement) and the performance by the University of the terms, conditions and provisions hereof have not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the University under (i) any applicable Law or (ii) any agreement, instrument or document to which the University is a party or by which it is bound.
- (f) *Consents.* No Consent is required to be obtained by the University from, and no notice or filing is required to be given by the University to or made by the University with, any Person (including any Governmental Authority) in

connection with the execution, delivery and performance by the University of this Agreement or the consummation of the transactions contemplated hereby.

- (g) *Compliance with Law; Litigation; Environmental Matters.*
 - (i) The University has operated and is operating the Parking System in compliance, in all material respects, with all applicable Laws, and the University is not in breach of any applicable Law that would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire. To the knowledge of the University, after due and reasonable inquiry, (A) the University is in compliance, in all material respects, with the terms and conditions of all Authorizations from Governmental Authorities, (B) no claim has been made by any Governmental Authority to the effect that an Authorization that the University has not obtained is necessary in respect of the operation of the Parking System, and (C) no additional Authorizations from any Governmental Authority are necessary for the operation of the Parking System as currently being operated.
 - (ii) There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the University's knowledge, after due and reasonable inquiry, threatened against the University prior to or at the Time of Closing, which would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire. As of the date of this Agreement, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the best of the University's knowledge, after due and reasonable inquiry, threatened against the University which could materially affect the validity or enforceability of this Agreement.
 - (iii) To the best of the University's knowledge, after due and reasonable inquiry, there has been no release (including the migration of any release) of a Hazardous Substance at, on or under the Parking Facilities that would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire.
- (h) *Financial Information.* The financial information of the University relating to the Parking System for the periods ended June 30, 2006, 2007, 2008, 2009, 2010 and 2011, all attached hereto as Schedule 9, fairly present the revenues, operating expenses and net operating income of the Parking System for the periods stated in such financial information.
- (i) *Parking System Contracts.* Each Parking System Contract is capable of being assigned to the Concessionaire and is in full force and effect. The University is not in material breach of its obligations under any Parking System Contract, and no act or event has occurred which, with notice or lapse of time, or both, would constitute a material breach thereof, and, to the knowledge of the University, no

other party to any Parking System Contract is in material breach of its obligations under any Parking System Contract, and no act or event has occurred with respect to any such party, which with notice or lapse of time, or both, would or is reasonably be expected to constitute a material breach thereof.

- (j) *Absence of Changes.* Since July 1, 2011, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect. Since July 1, 2011 through Closing, the University and the University's Contractors have operated the Parking System and Parking Enforcement in a manner consistent with the ordinary course of business and have not, for example, intentionally increased or decreased efforts and resources related to operations, maintenance or enforcement so as to reduce the value of the Concession.
- (k) *Brokers.* Except for Morgan Stanley & Co. LLC ("Morgan Stanley"), whose fees will be paid by the University, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the University who might be entitled to any fee or commission from the University in connection with the transactions contemplated by this Agreement. There is also no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the University who might be entitled to any fee or commission from the Concessionaire in connection with the transactions contemplated by this Agreement.
- (l) *Accuracy of Information.* To the knowledge of the University, the factual and past historical information regarding the Parking System that the University provided to the Concessionaire in the virtual data room labeled "Project Scarlet" hosted by IntraLinks, Inc. was accurate in all material respects at the time such information was prepared.
- (m) *Permits.* Schedule 15 sets forth all of the types of parking Permits issuable by the University and the University's methodology for allocating parking Permits, in each case as of the date hereof.
- (n) *Excluded Leased Property.* Each of the Excluded Leases is in full force and effect and has been made available for review by the Concessionaire.
- (o) *University Leased Property.* Each of the University Leases is in full force and effect and has been made available for review by the Concessionaire.

Section 9.2. Representations and Warranties of the Concessionaire. The Concessionaire makes the following representations and warranties to the University (and acknowledges that the University is relying upon such representations and warranties in entering into this Agreement):

- (a) *Organization.* The Concessionaire is duly organized, validly existing and in good standing under the laws of the state of its organization. The capital stock, units, partnership or membership interests and other equity interests or securities

of the Concessionaire (including options, warrants and other rights to acquire any such equity interests) are owned by the Persons set forth in the written certification that the Concessionaire delivered to the University prior to the date hereof.

- (b) *Power and Authority.* The Concessionaire has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.
- (c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the Concessionaire and constitutes a valid and legally binding obligation of the Concessionaire, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.
- (d) *No Conflicts.* The execution and delivery of this Agreement by the Concessionaire, the consummation of the transactions contemplated hereby and the performance by the Concessionaire of the terms, conditions and provisions hereof have not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Concessionaire under (i) any applicable Law, (ii) any material agreement, instrument or document to which the Concessionaire is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Concessionaire.
- (e) *Consents.* No Consent is required to be obtained by the Concessionaire from, and no notice or filing is required to be given by the Concessionaire to, or made by the Concessionaire with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the Concessionaire of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices which have been given as of the date hereof.
- (f) *Compliance with Law; Litigation.* The Concessionaire is not in breach of any applicable Law that could have a Material Adverse Effect. Neither the Concessionaire nor any Affiliate of the Concessionaire is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors or on any other list of Persons with which the University may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, and solely with respect to the Concessionaire and its parent, the Debarred List. There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the Concessionaire's knowledge, threatened against the Concessionaire prior to or at

the Time of Closing, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.

- (g) *Accuracy of Information.* To the knowledge of the Concessionaire, all information regarding the Concessionaire or the Operator provided to the University by or on behalf of the Concessionaire or the Operator was accurate in all material respects at the time such information was provided.
- (h) *Operator.* To the extent the Operator is not the Concessionaire, the Concessionaire represents and warrants as follows: To the best knowledge of the Concessionaire: (i) the Operator is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) the capital stock of the Operator (including options, warrants and other rights to acquire capital stock) is owned by the Persons set forth in the written certification that the Concessionaire delivered to the University prior to the date of this Agreement; (iii) the Operator has the power and authority to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in connection with its engagement by the Concessionaire; (iv) the Operator has all necessary expertise, qualifications, experience, competence, skills and know-how to perform the Parking System Operations in accordance with this Agreement; and (v) the Operator is not in breach of any applicable Law that would have a Material Adverse Effect.
- (i) *Brokers.* Except for Evercore Group L.L.C., whose fees will be paid by the Concessionaire or its Affiliates, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Concessionaire or any of its Affiliates who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement which could become a claim on, a liability of, or an Encumbrance on, the Parking System.

Section 9.3. Non-Waiver. No investigations made by or on behalf of any Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party in this Agreement or pursuant to this Agreement. No waiver by a Party of any condition, in whole or in part, shall operate as a waiver of any other condition.

Section 9.4. Survival.

- (a) *University's Representations and Warranties.* The representations and warranties of the University contained in Section 9.1 shall survive and continue in full force and effect for the benefit of the Concessionaire as follows: (i) as to the representations and warranties contained in Sections 9.1(a) through 9.1(g), inclusive, without time limit; and (ii) as to all other matters, for a period of Twenty Four (24) months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing, in accordance with Section 20.1,

prior to the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable Party.

- (b) *Concessionaire's Representations and Warranties.* The representations and warranties of the Concessionaire contained in Section 9.2 shall survive and continue in full force and effect for the benefit of the University as follows: (i) as to the representations and warranties contained in Sections 9.2(a) through 9.2(h), inclusive, without time limit; and (ii) as to all other matters, for a period of Twenty Four (24) months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing, in accordance with Section 20.1, before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable party.

ARTICLE 10 FINANCE OBLIGATIONS

Section 10.1. Concessionaire's Obligations. Except with respect to the University's funding of costs and expenses related to University Directives as contemplated by Section 5.1, the Concessionaire shall be responsible for obtaining any financing for the performance of its obligations under this Agreement, which financing shall comply with all requirements of this Agreement.

Section 10.2. University's Obligations. The University shall, to the extent consistent with applicable Law and at the sole cost and expense of the Concessionaire, cooperate with the Concessionaire with respect to documentation reasonably necessary to obtain, maintain and replace financing for the performance of the obligations of the Concessionaire hereunder. The University's cooperation may include reviewing, Approving and executing documents which substantiate the terms of this Agreement (including any consents or agreements necessary to confirm that the debt evidenced by the relevant financing constitutes Leasehold Mortgage Debt) and making Information and material available to any of the Concessionaire's lenders or proposed lenders to facilitate financing to the extent permitted by applicable Law and contractual obligations with third parties and to the extent reasonable in the circumstances. If requested to do so by the Concessionaire, the University shall, at the sole cost and expense of the Concessionaire, use its reasonable efforts to cause the University's independent public accountants to consent to the preparation, use and inclusion of certain financial Information regarding the Parking System in connection with the Concessionaire's public or private offering of securities, as the case may be. In addition, the University shall, promptly upon the request of the Concessionaire or any Leasehold Mortgagee, execute, acknowledge and deliver to the Concessionaire, or any of the parties specified by the Concessionaire, standard consents and estoppel certificates with respect to this Agreement which may be qualified, after reasonable diligence, to the best of the knowledge and belief of a designated Representative of the University. Nothing herein shall require the University to incur any additional obligations or

liabilities (unless the University shall have received indemnification, as determined in the University's discretion, with respect thereto) or to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement.

Section 10.3. Concessionaire's Obligation for Estoppel Certificates. The Concessionaire shall, promptly upon the request of the University, execute and deliver to the University, or any of the parties specified by the University, standard consents and estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated Representative of the Concessionaire. Nothing herein shall require the Concessionaire to incur any additional obligations or liabilities or to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement or applicable Law.

Section 10.4. Prohibited Tax Shelter Transactions. The Concessionaire covenants and agrees that it shall not enter into any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction that would cause the University to become a party to a "prohibited tax shelter transaction" within the meaning of Section 4965 of the Internal Revenue Code of 1986 (it being agreed that, for purposes of this Section 10.4, the University shall not be treated as having become a party to any such transaction solely by virtue of the execution of this Agreement). A violation of this Section 10.4 by the Concessionaire shall entitle the University to (a) recover from the Concessionaire, to the extent permitted by applicable Law, the amount of any Tax liability to which the University or any University official is subject and (b) require the Concessionaire, at the Concessionaire's expense, to prepare timely all statements and returns, and to maintain all lists and similar information that the University becomes obligated to disclose, file or maintain with any taxing authority or participant or otherwise as a result of such transaction.

ARTICLE 11 COMPLIANCE

Section 11.1. Compliance with Laws. The Concessionaire must at all times at its own cost and expense observe and comply, in all material respects, and cause the Parking System Operations to observe and comply, in all material respects, with all applicable Laws now existing or later in effect, including those Laws expressly enumerated in this Article 11, and those that may in any manner apply with respect to the performance of the Concessionaire's obligations under this Agreement. The Concessionaire must notify the University within Seven (7) Days after receiving notice from a Governmental Authority that the Concessionaire may have violated any Laws.

Section 11.2. Non-Discrimination.

- (a) *Non-Discrimination Requirements.* The Concessionaire shall comply with all applicable federal, state and local Laws regarding non-discrimination, including but not limited to: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.* (1981); (ii) the Civil Rights Act of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Executive Order Number 11375, 32 Fed. Reg. 14,303

(1967) and by Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (1990); (viii) the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301 *et seq.*; (ix) the Ohio Fair Employment Practices Law, Ohio Rev. Code Ann. § 4112.01 *et seq.*; (x) the Ohio Equal Pay Act, Ohio Rev. Code Ann. §§ 4111.13, 4111.17 and 4111.99; and (xi) the Ohio Pregnancy Discrimination/Maternity Leave Act, Ohio ADC § 4112-5-05.

- (b) *Contract Provisions.* Concessionaire shall cause all Contractors to comply with each of the federal laws and Ohio laws referenced in this Section 11.2, and shall include a provision to such effect in each contract entered into with any Contractor.

Section 11.3. Compliance with Wage and Hour Laws. The Concessionaire shall comply with all applicable Laws governing employment and/or employee wages and hours, including, but not limited to: (i) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (ii) the Ohio Wage Payment Law, Ohio Rev. Code Ann. § 4113.15 *et seq.*; and (iii) the Ohio Minimum Wage Law, Ohio Rev. Code Ann. § 4111.01 *et seq.*

Section 11.4. Non-Collusion. By signing this Agreement, Concessionaire duly swears, affirms and warrants that it is the contracting party, and that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

Section 11.5. Conflict of Interest. Concessionaire certifies and warrants to University that neither it nor any of its agents, representatives or employees who will participate in any way in the performance of Concessionaire's obligations hereunder has or will have any conflict of interest, direct or indirect, with University during the performance of this Agreement.

Section 11.6. Drug-Free Workplace Certification. Concessionaire hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Concessionaire will give written notice to the University within Ten (10) Days after receiving actual notice that the Concessionaire or an employee of the Concessionaire has been convicted of a criminal drug violation occurring in the Concessionaire's workplace. The Concessionaire must at all times at its own cost and expense observe and comply, in all material respects, and cause the Parking System Operations to observe and comply, in all material respects, with all applicable Laws now existing or later in effect that are applicable to it or such Parking System Operations, including those Laws expressly enumerated in this Article 11, and those that may in any manner apply with respect to the performance of the Concessionaire's obligations under this Agreement. The Concessionaire must notify the University within Seven (7) Days after

receiving notice from a Governmental Authority that the Concessionaire may have violated any Laws as described above.

Section 11.7. Minority-Owned and Women-Owned Business Enterprises. The Concessionaire shall use good faith efforts during the Term to obtain the participation of M.B.E./W.B.E. in its Parking System Operations. In order to demonstrate this good faith efforts commitment, the Concessionaire shall, and shall cause all Contractors to, complete and submit to the University (i) a M.B.E./W.B.E.. Solicitation and Commitment Statement, which shall detail the efforts of the Concessionaire or the Contractor, as applicable, to obtain such participation or (ii) a M.B.E./W.B.E. Commitment Waiver Request, which shall detail the reasons why no M.B.E./W.B.E. participation could be obtained. Further, within Thirty (30) Days after the University's request, the Concessionaire and the Contractor, as applicable, shall submit a report detailing the actual levels of M.B.E./W.B.E. participation.

Section 11.8. Financial and Audit Standards. The Concessionaire shall comply, and its financial statements shall be prepared in accordance, with generally accepted accounting principles (GAAP).

ARTICLE 12 PAYMENT OBLIGATIONS

Section 12.1. Certain Payment Obligations of the Concessionaire. To the extent permitted by Law, the Concessionaire shall have a payment obligation to the University and each of its Representatives with respect to the full amount of any Losses actually suffered or incurred (as they are suffered or incurred) by the University or any such Representative, based upon, arising out of, related to, occasioned by or attributable to (i) any failure by the Concessionaire, the Operator or each of their respective Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to Section 9.4(b), any breach by the Concessionaire of its representations or warranties set forth herein, (ii) any Assumed Liabilities, (iii) any Tax or recording charge attributable to any Transfer of the Concessionaire Interest or any part thereof by the Concessionaire, or (iv) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the Concessionaire or its Representatives in connection with this Agreement, any Transfer of the Concessionaire Interest or any part thereof or any other matter affecting the Parking System; provided, however, that, except with respect to Claims resulting from Third Party Claims, Claims shall be made in writing within a period of Three (3) Years following the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations. The Parties agree that the Representatives of the University are intended to be third party beneficiaries of the obligations of Concessionaire pursuant to this Section 12.

Section 12.2. Certain Payment Obligations of the University. To the extent permitted by Law, and without limiting any other remedy under this Agreement (including Concession Compensation, Settlement Compensation or AA-Compensation as provided in this Agreement) the University shall have a payment obligation to the Concessionaire and each of its Representatives with respect to any Losses actually suffered or incurred by the Concessionaire or any such Representative, based upon, arising out of, related to, occasioned by or attributable to

(i) any failure by the University or its Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to Section 9.4(a), any breach by the University of its representations or warranties set forth herein, (ii) any Excluded Liabilities, (iii) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the University or its Representatives in connection with this Agreement or any other matter affecting the Parking System; provided, however, that, except with respect to Claims resulting from Third Party Claims, Claims are made in writing within a period of Three (3) Years following the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations. The Parties agree that the Representatives of the Concessionaire are intended to be third party beneficiaries of the obligations of University pursuant to this Section 12.

Section 12.3. Agency for Representatives. Each of the University and the Concessionaire agrees that it accepts each payment obligation contemplated in this Article 12 in favor of any of its Representatives as agent and trustee of that Representative and agrees that each of the University and the Concessionaire may enforce a payment obligation in favor of its Representatives on behalf of that Representative. For purposes of this Section 12.3, the term “Representative,” in the case of the Concessionaire, includes the Leasehold Mortgagee.

Section 12.4. Third Party Claims.

- (a) *Notice of Third Party Claim.* If an Obligee receives notice of the commencement or assertion of any Third Party Claim, the Obligee shall give the Obligor reasonably prompt notice thereof, but in any event no later than Thirty (30) Days after receipt of such notice of such Third Party Claim. Such notice to the Obligor shall describe the Third Party Claim in reasonable detail (and include a copy of any complaint or related documents) and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Obligee.
- (b) *Defense of Third Party Claim.* The Obligor may participate in or assume the defense of any Third Party Claim by giving notice to that effect to the Obligee not later than Thirty (30) Days after receiving notice of that Third Party Claim (the “Notice Period”). The Obligor’s right to do so shall be subject to the rights of any insurer or other Party who has potential responsibility with respect of that Third Party Claim. The Obligor agrees to pay all of its own expenses of participating in or assuming each defense. The Obligee shall cooperate in good faith in the defense of each Third Party Claim, even if the defense has been assumed by the Obligor and may participate in such defense assisted by counsel of its own choice at its own expense. If the Obligee has not received notice within the Notice Period that the Obligor has elected to assume the defense of such Third Party Claim, the Obligee may assume such defense, assisted by counsel of its own choosing and the Obligor shall be responsible for all reasonable costs and expenses paid or incurred in connection therewith and any Loss suffered or incurred by the Obligee with respect to such Third Party Claim. Notwithstanding the foregoing, to the extent that the Obligor is the

Concessionaire or its Representative, the assumption of such defense shall be subject to the approval of the Ohio Attorney General.

- (c) *Assistance for Third Party Claims.* The Obligor and the Obligee will use all reasonable efforts to make available to the Party which is undertaking and controlling the defense of any Third Party Claim (the “Defending Party”), (i) those employees whose assistance, testimony and presence is necessary to assist the Defending Party in evaluating and in defending any Third Party Claim, and (ii) all Documents, records and other materials in the possession of such Party reasonably required by the Defending Party for its use in defending any Third Party Claim, and shall otherwise co-operate with the Defending Party. The Obligor shall be responsible for all reasonable expenses associated with making such Documents, records and materials available and for all expenses of any employees made available by the Obligee to the Obligor hereunder, which expense shall not exceed the actual cost to the Obligee associated with such employees.
- (d) *Settlement of Third Party Claims.* If an Obligor elects to assume the defense of any Third Party Claim in accordance with Section 12.4(b), the Obligor shall not be responsible for any legal expenses subsequently incurred by the Obligee in connection with the defense of such Third Party Claim. However, if the Obligor fails to take reasonable steps necessary to defend diligently such Third Party Claim within Thirty (30) Days after receiving notice from the Obligee that the Obligee bona fide believes on reasonable grounds that the Obligor has failed to take such steps, the Obligee may, at its option, elect to assume the defense of and to compromise or settle the Third Party Claim assisted by counsel of its own choosing and the Obligor shall be responsible for all reasonable costs and expenses paid or incurred in connection therewith. However, the Obligee shall not settle or compromise any Third Party Claim without obtaining the prior written consent of the Obligor unless such settlement or compromise is made without any responsibility to, and does not require any action on the part of, the Obligor and does not in any way affect the Obligor. In the event that the Obligee is the University, in no event may the Obligor settle or compromise any Third Party Claim without obtaining the prior written consent of the Obligee.

Section 12.5. Direct Claims. Any Direct Claim shall be asserted by giving the Obligor reasonably prompt notice thereof, but in any event not later than Sixty (60) Days after the Obligee becomes aware of such Direct Claim. The Obligor shall then have a period of Thirty (30) Days within which to respond in writing to such Direct Claim. If the Obligor does not so respond within such Thirty (30) Day period, the Obligor shall be deemed to have rejected such Direct Claim, and in such event the Obligee may submit such Direct Claim to the dispute resolution process set forth in Article 18.

Section 12.6. Failure to Give Timely Notice. A failure to give timely notice in accordance with this Article 12 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, a Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage

or was otherwise directly and materially damaged as a result of such failure. However, this Section 12.6 shall have no effect whatever on the survival provisions set out in Section 9.4 and the rights of the Parties with respect thereto.

Section 12.7. Reductions and Subrogation. If the amount of any Loss incurred by an Obligee at any time subsequent to the making of a payment hereunder on account of such Losses (an “Obligation Payment”) is reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the amount of such reduction (less any costs, expenses (including Taxes) or premiums incurred in connection therewith), together with interest thereon from the date of such recovery, settlement or reduction at the Bank Rate, shall promptly be repaid by the Obligee to the Obligor. Upon making a full Obligation Payment, the Obligor shall, to the extent of such Obligation Payment, be subrogated to all rights of the Obligee against any third party in respect of the Loss to which the Obligation Payment relates. Until the Obligee recovers full payment of its Loss, any and all claims of the Obligor against any such third party on account of such Obligation Payment shall be postponed and subordinated in right of payment to the Obligee’s rights against such third party.

Section 12.8. Payment and Interest. All amounts to be paid by an Obligor hereunder shall bear interest at a rate per annum equal to the Bank Rate, calculated annually and payable monthly, both before and after judgment, from the date that the Obligee disbursed funds, suffered damages or losses or incurred a loss or expense in respect of a Loss for which the Obligor is responsible to make payment pursuant to this Article 12, to the date of payment by the Obligor to the Obligee.

Section 12.9. Limitation on Certain Claims. To the extent permitted by Law and without limiting any other remedy under this Agreement (including Concession Compensation, Settlement Compensation or AA-Compensation as provided in this Agreement), the maximum aggregate liability of the University to the Concessionaire or its Representatives, in respect of such Losses pursuant to this Section 12 shall not exceed Fifty Percent (50%) of the Closing Consideration; provided further that this Section 12.9 shall not apply to Claims for the breach of the representations or warranties in Section 9.1(a), (b), (c), (d), (e), (f), and (g) or to Claims for fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.1 or to any Excluded Liabilities referred to in Section 3.2(c)(iv). To the extent permitted by Law and without limiting any other remedy under this Agreement, the maximum aggregate liability of the Concessionaire to the University and its Representatives, in respect of such Losses pursuant to this Section 12 shall not exceed Fifty Percent (50%) of the Closing Consideration; provided further that this Section 12.9 shall not apply to Claims for the breach of the representations or warranties in Section 9.2(a), (b), (c), (d), (e), (f), and (g) or Section 12.1(iv) or to Claims for fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.2. Neither Party shall have any liability to the other Party or its Representatives for Losses to the extent resulting from fraudulent actions of the other Party or its Representatives or the gross negligence of the other Party or its Representatives.

Section 12.10. Other Matters.

- (a) *Waiver of Limits.* With respect to claims by Concessionaire’s employees, the Concessionaire waives its immunity, if any, to which it is entitled or would be entitled, as a complying employer under the applicable worker’s compensation law, but only to the extent that such immunity would bar or affect recovery under or enforcement of Concessionaire’s obligations to defend, indemnify, hold harmless or contribute to any sums due under any Losses, including any claim by any employee of Concessionaire, that may be subject to Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74.
- (b) *Losses Net of Insurance.* For purposes of this Article 12, the amount of any Losses for which payment is provided hereunder shall be net of any amounts recovered by the Obligee under insurance policies with respect to such Losses, it being understood that the obligations of the Obligee hereunder shall not be so reduced to the extent that any such recovery results in an increase in the Obligee’s insurance premiums, or results in any other additional cost or expense to any such Obligee.

Section 12.11. Offset Rights; Limitations on Certain Damages.

- (a) Each Party’s obligations under this Agreement are subject to, and each Party shall have the benefit of, all defenses, counterclaims, rights of offset or recoupment or other claims and rights, including the right to deduct payments due to the other Party hereunder (collectively, “Offsets”) which such Party may have at any time against such other Party (or any of their respective successors and assigns) or any transferee or assignee of any such other Party’s rights as against such Party or any part thereof or interest therein contingent or otherwise, and no transfer or assignment of this Agreement or any other obligation of such other Party, or of any rights in respect thereof, pursuant to any plan of reorganization or liquidation or otherwise shall affect or impair the availability to each Party of the Offsets.
- (b) In no event shall any Party be liable to the other Party under this Agreement for consequential, indirect, exemplary or punitive damages (except for claims for fraud or for intentional misrepresentation or intentional breach).

Section 12.12. Governmental Immunity. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the University and its officers, directors, employees, agents and Representatives are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Ohio Court of Claims under ORC 2743 et seq., or as otherwise set forth or incorporated into ORC 2473 et seq., or otherwise available to the University and its officers, directors, employees, agents and Representatives.

Section 12.13. Survival. This Article 12 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise)

by any Party of its representations, warranties or covenants hereunder or by any termination or rescission of this Agreement by any Party.

ARTICLE 13 INSURANCE

Section 13.1. Insurance Coverage Required. The Concessionaire shall provide and maintain at the Concessionaire's own expense, or cause to be maintained, during the Term and during any time period following expiration if the Concessionaire is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring the Parking System and all Parking System Operations (the "Required Coverages").

- (a) *Workers' Compensation and Employer's Liability.* The Concessionaire shall provide or cause to be provided Workers' Compensation Insurance, as prescribed by applicable Law, covering all employees who agree to provide a service under this Agreement and Employer's Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000) for each accident or illness or disease.
- (b) *Commercial General Liability (Primary and Umbrella).* The Concessionaire shall provide or cause to be provided Commercial General Liability Insurance or equivalent with limits of not less than Twenty-Five Million Dollars (\$25,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, including products/completed operations, explosion, collapse, underground, separation of insureds, defense terrorism (to the extent commercially available) and contractual liability (with no limitation endorsement). The University is to be included as an additional insured on a primary, non-contributory basis for any liability arising under or in connection with this Agreement.
- (c) *Automobile Liability (Primary and Umbrella).* When any motor vehicles (owned, non-owned or hired) are used in connection with work to be performed, the Concessionaire shall provide or cause to be provided Automobile Liability Insurance with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence or accident for bodily injury and property damage. The University is to be included as an additional insured on a primary, non-contributory basis.
- (d) *Garage Keeper's Legal Liability.* The Concessionaire shall provide, or cause to be provided, Garage Keeper's Legal Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Five Million (\$5,000,000) in the aggregate, which limits may be met through a combination of primary and excess or umbrella policies, combined single limit, for bodily injury and property damage. The University shall be named as an additional insured on a primary, non-contributory basis for any liability arising under or in connection with this Agreement.

- (e) *Builder's Risk.* When the Concessionaire undertakes any construction, maintenance or repairs to the Parking System, including improvements and betterments pursuant to this Agreement, the Concessionaire shall provide or cause to be provided, All Risk Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Parking System. Coverage shall include, but not be limited to, the following: right to partial occupancy, boiler and machinery, business income, valuable papers and other consequential loss, when applicable with aggregate sublimits for catastrophic perils of earthquake, flood and named wind which are the best available on commercially reasonable terms. The University shall be named as an additional insured and, subject to the claims of any Leasehold Mortgagee, as loss payees.
- (f) *Professional Liability.* When any architects, engineers, construction managers or any other professional consultants perform work in connection with this Agreement, the Concessionaire will require such architects, engineers, construction managers or other professional consultants to maintain Professional Liability Insurance covering their respective negligent acts, errors or omissions with limits of not less than Five Million Dollars (\$5,000,000) per claim and in the aggregate. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work in connection with this Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of Two (2) Years. Should the Concessionaire self-perform any work of the nature noted in this Section 13.1(f), evidence of Professional Liability Insurance meeting the standards for such work set forth above shall be required.
- (g) *Property.* The Concessionaire shall obtain All Risk Property Insurance at full replacement cost, covering all loss, damage or destruction to the Parking System, including improvements and betterments, which insurance may be provided on a blanket basis with reported building values, which shall include the value of the coverage for the Parking System required hereunder; provided, however, that the limits of such coverage may be based any replacement cost value agreed by the University and the Concessionaire acting reasonably or on a probable maximum loss analysis, subject to the University's approval of such probable maximum loss analysis by an independent third party that is reasonably acceptable to the University. Coverage shall include the following: equipment breakdown, collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or law for increased cost of construction, extra expense, boiler and machinery, valuable papers and, to the extent commercially available, terrorism, earthquake and named wind. Coverage shall include flood insurance with a sublimit of not less than Twenty Million Dollars (\$20,000,000) in the aggregate. Coverage shall also include business income, which shall be subject to a limit of not less than 120 days that is separate from and in addition to the limit of full replacement cost for property unless part of a blanket loss limit based on a probable maximum loss analysis approved by the University. Subject to the claims of any Leasehold Mortgagee, the

University is to be named as an additional insured and as loss payee. The Concessionaire shall be responsible for any loss or damage to University property at full replacement cost. The Concessionaire shall be responsible for all loss or damage to personal property (including materials, fixtures/contents, equipment, tools and supplies) of the Concessionaire unless caused by the University.

- (h) *Railroad Protective Liability.* When any work is to be done adjacent to or on railroad or transit property and if such insurance is required, the Concessionaire shall provide, with respect to the operations that the Concessionaire or Contractors perform, Railroad Protective Liability Insurance in the name of the applicable railroad or transit entity. The policy shall have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If such work is subcontracted out to Contractors, then Concessionaire shall not be required to maintain such insurance but may instead require its Contractors performing the work adjacent to or on railroad or transit property to carry such railroad liability insurance.
- (i) *Pollution Legal Liability.* The Concessionaire shall provide or cause to be provided Pollution Legal Liability Insurance or equivalent with limits of not less than Five Million Dollars (\$5,000,000) per claim for environmental and pollution damage liability arising out of pollution events occurring after the Closing Date. The University is to be included as an additional insured on a primary, non-contributory basis for any liability arising under or in connection with this Agreement.

Section 13.2. Additional Requirements.

- (a) *Evidence of Insurance.* The Concessionaire shall deliver or cause to be delivered to the University, and any other such University department designated in writing by the University, original standard ACCORD form Certificates of Insurance, or equivalent documentation acceptable to the University, evidencing the Required Coverages on or before the Closing Date, and shall provide or cause to be provided, promptly following renewal and not more than Five (5) Business Days following renewal of the then current coverages (or such other period as is agreed to by the University), Renewal Certificates of Insurance, or such similar evidence, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any certificate does not constitute agreement by the University that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the University to obtain certificates or other insurance evidence from the Concessionaire shall not be deemed to be a waiver by the University. The Concessionaire shall advise all insurers of provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Concessionaire of the obligation to provide insurance as specified herein. Except

as otherwise expressly set forth herein, each Required Coverage may be reviewed by the University for compliance with the terms of this Agreement. Each Required Coverage shall be signed by the insurer responsible for the risks insured against or by the insurer's authorized representative. All Required Coverages shall be placed with insurers licensed to do business in the State of Ohio; provided that all such insurers, at a minimum, shall have a rating of "A minus (VII)" or better by A.M. Best Company (unless the University consents to waive this requirement). At the request of the University, the Concessionaire shall provide the University with complete copies of policies and all policy endorsements.

- (b) *Notice of Cancellation or Violation.* The Concessionaire shall use commercially reasonable efforts to procure that all Required Coverages provide for Sixty (60) Days (or in the case of cancellation for non-payment of premiums, Ten (10) Days) prior written notice to be given to the University by the insurer in the event coverage is canceled or non-renewed. The University shall be permitted (but not obligated) to pay any delinquent premiums before the cancellation date specified by the insurer in any notice of cancellation for non-payment of premium in order to maintain such coverage in full force and effect and the Concessionaire shall reimburse the University for any delinquent premiums paid by the University on demand without any Days of grace and without prejudice to any other rights and remedies of the University hereunder. The Concessionaire shall maintain the Required Coverage while performing the work for this Agreement.
- (c) *Deductibles.* All Required Coverages may contain deductibles or self-insured retentions not to exceed amounts reasonably acceptable to the University taking into account the deductibles or self-insured retentions for the required insurance coverages for comparable parking facilities. Any and all deductibles or self-insured retentions on Required Coverages shall be borne by the Concessionaire or its Contractors shall be responsible for its own deductibles and/or self-insured retentions.
- (d) *Adjustment of Insurance Coverages.* The amounts of coverage required by Section 13.1 shall be reasonably adjusted based on limits maintained by Comparable Parking Facilities each succeeding fifth anniversary of the Closing Date, but in no event shall the amounts of coverage be less than specified in Section 13.1.
- (e) *Waiver of Subrogation by Insurers.* Each of the Required Coverages provided by the Concessionaire shall, where legally or customarily permitted, include a waiver by the insurer of its rights of subrogation against the University, its employees, elected officials, agents or Representatives.
- (f) *University's Right to Insure.* If the Concessionaire fails to obtain and maintain or cause to be obtained and maintained the insurance required by this Article 13, the University shall have the right (without any obligation to do so), upon Two

(2) Business Days' notice to the Concessionaire in a non-emergency situation or forthwith in an emergency situation and without assuming any obligation in connection therewith, to effect such insurance and all costs and expenses of the University in connection therewith shall be payable by the Concessionaire to the University on demand without any Days of grace and without prejudice to any other rights and remedies of the University hereunder. Such insurance taken out by the University shall not relieve the Concessionaire of its obligations to insure hereunder and the University shall not be liable for any loss or damage suffered by the Concessionaire in connection therewith.

- (g) *No Limitation as to Concessionaire Liabilities.* The Concessionaire expressly understands and agrees that any coverages and limits furnished by the Concessionaire shall in no way limit the Concessionaire's liabilities and responsibilities specified within this Agreement or by Law.
- (h) *No Contribution by University.* The Concessionaire expressly understands and agrees that any insurance or self-insurance programs maintained by the University shall not contribute with insurance provided by the Concessionaire under this Agreement.
- (i) *Insurance Not Limited by Indemnification.* The required insurance shall not be limited by any limitations expressed in the payment obligation language herein or any limitation placed on the obligation therein given as a matter of law.
- (j) *Insurance Requirements of Contractors.* The Concessionaire shall require in each contract with any Contractor that such Contractor obtain coverages reasonably comparable to the Required Coverages that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract with the Contractor. Such coverages shall insure the interests of the University, its employees, elected officials and representatives, the Concessionaire and any other Contractors in respect of the applicable work being performed and shall be subject to the same (or comparable) coverage and administrative requirements as are imposed on the Concessionaire pursuant to this Agreement. When requested to do so by the University, the Concessionaire shall provide or cause to be provided to the University Certificates of Insurance with respect to such insurance coverages or such other evidence of insurance, as may be reasonably acceptable in form and content to the University.
- (k) *Cooperation.* The University and the Concessionaire shall do all acts, matters and things as may be reasonably necessary or required to expedite the adjustment of any loss or damage covered by insurance hereunder so as to expedite the release and dedication of proceeds of such insurance in the manner and for the purposes herein contemplated.
- (l) *Joint Venture and Limited Liability Company Policies.* If the Concessionaire or any Contractor required to obtain an insurance policy hereunder is a joint venture or limited liability company, all insurance policies required to be obtained by the

Concessionaire or such Contractor shall specifically name the joint venture or limited liability company as a named insured. If the Concessionaire contracts operations to a third party, the Concessionaire will be an additional named insured on any liability policy.

- (m) *Other Insurance Obtained by Concessionaire.* If the Concessionaire or its Contractors desire coverages in addition to the Required Coverages, the Concessionaire and each Contractor shall be responsible for the acquisition and cost of such additional coverages. If the Concessionaire or its Contractors obtain any property, liability or other insurance coverages in addition to the Required Coverages (“Additional Coverages”), then the Concessionaire or its Contractors shall (i) notify the University as to such Additional Coverages, (ii) provide the University with any documentation relating to the Additional Coverages, including Certificates of Insurance, that the University reasonably requests and (iii) at the University’s election, acting reasonably, cause the University and its employees, elected or appointed officials, agents and representatives to be named as additional insureds under such Additional Coverages, if that is normally allowed in accordance with good industry practice and the University reimburses the Concessionaire for any additional expense incurred as a result of naming the University and such persons (or any of them) as additional insureds thereunder.
- (n) *University’s Right to Modify.* The University shall have the right, acting reasonably, to modify, delete, alter or change insurance coverage requirements set forth in Section 13.1 and this Section 13.2. Notwithstanding anything to the contrary herein, (i) any change to the types or limits of contractually required insurance coverage shall be subject to mutual agreement of the Parties, and (ii) if any insurance (including the limits or deductibles thereof) required to be maintained under this Agreement shall not be available at commercially reasonable rates, the Concessionaire shall have the right to request that the University consent to waive such requirement and the University shall not unreasonably withhold, condition or delay such consent. Any such waiver shall be effective only so long as such insurance shall not be available at commercially reasonable rates, provided that during the period of such waiver, the Concessionaire maintains the maximum amount of such insurance otherwise available at commercially reasonable rates.
- (o) *Commercial Availability.* To the extent any of the Required Coverages are not available on a commercially reasonable basis, the Concessionaire shall obtain insurance that is available on a commercially reasonable basis that best approximates the Required Coverages, but said substitute coverage shall, at the University’s request, be subject to review of an independent insurance consultant, and such independent insurance consultant shall have delivered to the University its opinion to the effect that the substitute coverages meet the above-stated criteria.

Section 13.3. Damage and Destruction.

- (a) *Obligations of Concessionaire.* If all or any part of any of the Parking System shall be destroyed or damaged during the Term in whole or in part by fire or other casualty of any kind or nature (including any casualty for which insurance was not obtained or obtainable), ordinary or extraordinary, foreseen or unforeseen, the Concessionaire shall: (i) give the University notice thereof promptly after the Concessionaire receives actual notice of such casualty; (ii) at its sole cost and expense, whether or not insurance proceeds, if any, shall be equal to the estimated cost of repairs, alterations, restorations, replacement and rebuilding (the “Casualty Cost”), proceed diligently to repair, restore or rebuild the same to the condition existing prior to the happening of such fire or other casualty (any such activity being a “Restoration”); and (iii) deposit all insurance proceeds received by the Concessionaire in connection with any Restoration with a Depository; provided, however, that if at any time the Casualty Cost exceeds the net insurance proceeds actually deposited with the Depository, then the Concessionaire shall also deposit with the Depository such cash as is sufficient to cover the difference between the Casualty Cost and the net insurance proceeds (collectively, with any interest earned thereon, the “Restoration Funds”); provided further that the procedures of this clause (iii) of this Section 13.3(a) shall apply only to casualty events in which the cost of Restoration exceeds One Million Dollars (\$1,000,000). Any Restoration undertaken pursuant to this Section 13.3 shall be undertaken in accordance with and subject to the terms of this Agreement. Prior to the commencement of Restoration work, the Concessionaire shall submit to the University for Approval by the University the plans for the Restoration work and such work shall not be undertaken unless the plans for such work have been Approved by the University.
- (b) *Rights of University.* If (i) the Concessionaire shall fail or neglect to commence the diligent Restoration of the Parking System or the portion thereof so damaged or destroyed, (ii) having so commenced such Restoration, the Concessionaire shall fail to diligently complete the same in accordance with the terms of this Agreement or (iii) prior to the completion of any such Restoration by the Concessionaire, this Agreement shall expire or be terminated in accordance with the terms of this Agreement, the University may, but shall not be required to, complete such Restoration at the Concessionaire’s expense and shall be entitled to be paid out of the Restoration Funds, but such payment shall not limit the Concessionaire’s obligation to pay the University’s reasonable Restoration expenses, less amounts received by the University from such Restoration Funds. In any case where this Agreement shall expire or be terminated prior to the completion of the Restoration, the Concessionaire shall (x) account to the University for all amounts spent in connection with any Restoration which was undertaken, (y) pay over or cause the Depository to pay over to the University within Thirty (30) Days after demand therefor, the remainder, if any, of the Restoration Funds received by the Concessionaire prior to such termination or cancellation and (z) pay over or cause the Depository to pay over to the University, for allocation between the University, within Thirty (30) Days after receipt thereof, any Restoration Funds received by the Concessionaire or the Depository subsequent to such termination or cancellation. The Concessionaire’s

obligations under this Section 13.3(b) shall survive the expiration or termination of this Agreement.

- (c) *Payment of Restoration Funds to Concessionaire.* Subject to the satisfaction by the Concessionaire of all of the terms and conditions of this Section 13.3, the Depository shall pay to the Concessionaire from time to time, any Restoration Funds, but not more than the amount actually collected by the Depository upon the loss, together with any interest earned thereon, after reimbursing itself therefrom, as well as the University, to the extent, if any, of the reasonable expenses paid or incurred by the Depository and the University in the collection of such monies, to be utilized by the Concessionaire solely for the Restoration, such payments to be made as follows:
- (i) prior to commencing any Restoration, the Concessionaire shall furnish the University with an estimate of the cost of such Restoration, prepared by an architect or engineer;
 - (ii) the Restoration Funds shall be paid to the Concessionaire in installments as the Restoration progresses, subject to Section 13.3(c)(iii), based upon requisitions to be submitted by the Concessionaire to the Depository and the University in compliance with Section 13.3(d), showing the cost of labor and materials purchased for incorporation in the Restoration, or incorporated therein since the previous requisition, and due and payable or paid by the Concessionaire; provided, however, that if any lien (other than a Permitted Concessionaire Encumbrance) is filed against the Parking System or any part thereof in connection with the Restoration, the Concessionaire shall not be entitled to receive any further installment until such lien is satisfied or discharged (by bonding or otherwise); provided further that notwithstanding the foregoing, but subject to the provisions of Section 13.3(c)(iii), the existence of any such lien shall not preclude the Concessionaire from receiving any installment of Restoration Funds so long as such lien will be discharged with funds from such installment and at the time the Concessionaire receives such installment the Concessionaire delivers to the University and the Depository a release of such lien executed by the lien or and in recordable form;
 - (iii) the amount of any installment to be paid to the Concessionaire shall be the amount of Restoration Funds incurred by the Concessionaire in connection therewith, less Ten Percent (10%) of such amount as a retainage (which Ten Percent (10%) retainage shall (i) be reserved without duplication of any retainage reserved by the Concessionaire under its contracts for the Restoration work and (ii) shall be released to the Concessionaire upon completion of the Restoration work), except that such retainage shall not include any amounts for architects' or engineers' fees or permitting or other governmental fees in connection with the Restoration or with respect to each Contractor upon the final completion of each such Contractor's respective work, provided that the unapplied portion of the funds held by

the Depositary are sufficient to complete the Restoration; provided, however, that all disbursements to the Concessionaire shall be made based upon an architect's or engineer's certificate for payment in accordance with industry standards, and disbursements may be made for advance deposits for material and Contractors to the extent that such disbursements are customary in the industry and provided that the unapplied portion of the funds held by the Depositary are sufficient to complete the Restoration; and

- (iv) except as provided in Section 13.3(b), upon completion of and payment for the Restoration by the Concessionaire, subject to the rights of any Leasehold Mortgagee, the Depositary shall pay the balance of the Restoration Funds, if any, to the Concessionaire; provided, however, that if the insurance proceeds are insufficient to pay for the Restoration (or if there shall be no insurance proceeds), the Concessionaire shall nevertheless be required to make the Restoration and provide the deficiency in funds necessary to complete the Restoration as provided in Section 13.3(a)(iii).
- (d) *Conditions of Payment.* The following shall be conditions precedent to each payment made to the Concessionaire as provided in Section 13.3(c):
 - (i) at the time of making such payment, no Concessionaire Default exists, except if such Concessionaire Default is the result of the damage or destruction for which such payment is being made;
 - (ii) the Restoration shall be carried out under the supervision of the architect or engineer, and there shall be submitted to the Depositary and the University the certificate of the architect or engineer (or other evidence reasonably satisfactory to the University) stating that (A) the materials and other items which are the subject of the requisition have been delivered to the Parking System (except with respect to requisitions for advance deposits permitted under Section 13.3(c)(iii)), free and clear of all Encumbrances, and no unsatisfied or unbonded mechanic's or other liens have been claimed, except for any mechanic's lien for claims that will be discharged, by bonding or otherwise, with funds to be received pursuant to such requisition (provided that a release of such lien is delivered to the Depositary in accordance with Section 13.3(c)(ii)), or insured over by title insurance reasonably acceptable to the University, (B) the sum then requested to be withdrawn either has been paid by the Concessionaire or is due and payable to Contractors, engineers, architects or other Persons (whose names and addresses shall be stated), who have rendered or furnished services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of such Persons in respect thereof, and stating in reasonable detail the progress of the work up to the date of such certificate, (C) no part of such expenditures has been

made the basis, in any previous requisition (whether paid or pending), for the withdrawal of Restoration Funds or has been made out of the Restoration Funds received by the Concessionaire, (D) the sum then requested does not exceed the value of the services and materials described in the certificate, (E) the work relating to such requisition has been performed in accordance with this Agreement, (F) the balance of the Restoration Funds held by the Depositary will be sufficient upon completion of the Restoration to pay for the same in full, and stating in reasonable detail an estimate of the cost of such completion and (G) in the case of the final payment to the Concessionaire, the Restoration has been completed in accordance with this Agreement.

- (e) *Payment and Performance Bonds.* If the Concessionaire obtains payment or performance bonds related to a Restoration (which the Concessionaire may or may not obtain in its discretion), the Concessionaire shall name the University and the Concessionaire and the Leasehold Mortgagee, as their interests may appear, as additional obligees, and shall deliver copies of any such bonds to the University promptly upon obtaining them. The claims of any such additional obligee with respect to such payment or performance bonds shall rank *pari passu* in priority of payment with the claims of all other additional obligees.
- (f) *Benefit of University.* The requirements of this Section 13.3 are for the benefit only of the University, and no Contractor or other Person shall have or acquire any claim against the University as a result of any failure of the University actually to undertake or complete any Restoration as provided in this Section 13.3 or to obtain the evidence, certifications and other documentation provided for herein.
- (g) *Investment of Restoration Funds.* Restoration Funds deposited with a Depositary shall be invested and reinvested in Eligible Investments at the direction of the Concessionaire, and all interest earned on such investments shall be added to the Restoration Funds.
- (h) *Rights of Leasehold Mortgagee.* The Parties acknowledge and agree that any Restoration Funds not applied to a Restoration as provided in this Section 13.3 shall be subject to the lien or liens of any Leasehold Mortgage.

ARTICLE 14 ADVERSE ACTIONS

Section 14.1. Adverse Action.

- (a) An “Adverse Action” shall occur if the City of Columbus, the County of Franklin, the State of Ohio, or the University takes any action or actions at any time during the Term and the effect of such action or actions, individually or in the aggregate, is reasonably expected (i) to be principally borne by the Concessionaire and (ii) to have a material adverse effect on the fair market value

of the Concessionaire Interest (whether as a result of decreased revenues, increased expenses, or both), except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of the Adverse Action) or such action is otherwise permitted under this Agreement; provided, however, that none of the following shall be an Adverse Action: (A) the development, redevelopment, construction, maintenance, modification or change in the operation of any existing or new parking facility or mode of parking (including a Competing Parking Action) or of transportation (including a road, street or highway as well as buses, trains, van pools and car-sharing) or any park or recreation (including athletic field or any existing or new stadium) facility whether or not it results in the reduction of Parking Revenue or other revenues or in the number of vehicles using the Parking System; provided that, except as otherwise provided herein, a Competing Parking Action shall constitute a Compensation Event with respect to which Concession Compensation shall be payable, (B) the imposition of a state Tax of general application or federal Tax or an increase in state Taxes of general application or federal Taxes, including any parking Taxes imposed on customers or operators of parking facilities; or (C) subject to the last sentence of Section 7.4, the addition or removal of Parking Spaces in accordance with Article 7.

- (b) If an Adverse Action occurs, the Concessionaire shall have the right to (i) be paid by the University the Concession Compensation with respect thereto (such Concession Compensation, the “AA-Compensation”) or (ii) terminate this Agreement and be paid by the University the Parking System Concession Value, in either case by giving notice in the manner described in Section 14.1(c).
- (c) If an Adverse Action occurs, the Concessionaire shall give notice (the “AA-Preliminary Notice”) to the University within Thirty (30) Days following the date on which the Concessionaire first became aware of the Adverse Action stating an Adverse Action has occurred. Within One Hundred Eighty (180) Days following the date of delivery of the AA-Preliminary Notice, the Concessionaire shall give the University another notice (the “AA-Notice”) setting forth (i) the details of the effect of the occurrence that is principally borne by Concessionaire, (ii) details of the material adverse effect of the said occurrence on the fair market value of the Concessionaire Interest, (iii) a statement as to which right in Section 14.1(b) the Concessionaire elects to exercise, and (iv) if the Concessionaire elects to exercise the right to Concession Compensation under Section 14.1(b), the amount claimed as AA-Compensation and details of the calculation thereof. The University shall, after receipt of the AA-Notice, be entitled by notice delivered to Concessionaire no later than Thirty (30) Days following the date of receipt of the AA-Notice, to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary. If the University wishes to dispute the occurrence of an Adverse Action or the amount of AA-Compensation, if any, claimed in the AA-Notice, the University shall give notice of dispute (the “AA-Dispute Notice”) to the Concessionaire within Thirty (30) Days following the date of receipt of the AA-Notice stating in reasonable detail the grounds for such dispute. If neither the AA-Notice nor the

AA-Dispute Notice has been withdrawn within Thirty (30) Days following the date of receipt of the AA-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 18.

- (d) If the Concessionaire has elected to exercise its right to AA-Compensation pursuant to Section 14.1(b), the University shall pay such Concession Compensation in accordance with Article 15.

Section 14.2. Termination.

- (a) If the Concessionaire has elected to exercise its right to terminate this Agreement in connection with an Adverse Action pursuant to Section 14.1 this Agreement, subject to Section 14.2(c) and Section 14.4, shall terminate Sixty (60) Days following the date of receipt of the AA-Notice by the University, and the University shall pay an amount equal to the aggregate of (i) the Parking System Concession Value as of the date of such termination (which shall be determined as if no Adverse Action has occurred), plus (ii) without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination, plus (iii) the Concession Compensation calculated for the period between the date of the Adverse Action and the date of termination less (iv) any insurance or condemnation proceeds received by the Concessionaire in respect of all or any portion of the Parking System as a result of such Adverse Action, (collectively, the “Termination Damages”), together with any Taxes payable by the Concessionaire on the gross amount of such Termination Damages, to the Concessionaire on the Reversion Date or, if the Termination Damages are determined on a date subsequent to the Reversion Date, then not later than Sixty (60) Days following the date of determination of the Termination Damages; provided that, subject to the right of the Concessionaire to receive interest at the Bank Rate on the payment owed by the University from the date of receipt of the AA-Dispute Notice to the date on which payment is made, the University may defer any such payment for an additional One Hundred Twenty (120) Days in the University’s discretion; provided, however, that any amounts received by the Concessionaire or any Leasehold Mortgagee from any insurance policies payable as a result of damage or destruction to the Parking System that has not been remedied prior to the Reversion Date, shall, to the extent not used to remedy such effects, be deducted from the amount payable by the University to the Concessionaire, so long as the University has not received any such amounts pursuant to Section 13.3.
- (b) Any dispute arising out of the determination of the Termination Damages shall be submitted to the dispute resolution procedure in Article 18.
- (c) Payment of the entire sum of Termination Damages or the AA-Compensation, as the case may be, by the University to the Concessionaire, shall constitute full and final satisfaction of all amounts that may be claimed by the Concessionaire for and in respect of the occurrence of the Adverse Action, as the case may be, and,

upon such payment, the University shall be released and forever discharged by the Concessionaire from any and all liability in respect of such Adverse Action.

- (d) This Agreement shall not terminate pursuant to Section 14.2(a) unless the Concessionaire has first obtained and delivered to the University the written consent of the Leasehold Mortgagee to such termination.

Section 14.3. Right of University to Remedy. If the University wishes to remedy the occurrence of an Adverse Action, the University shall give notice thereof to the Concessionaire within Thirty (30) Days following the date of receipt of the AA-Notice. If the University gives such notice it must remedy the applicable Adverse Action within One Hundred Twenty (120) Days following the date of receipt of the AA-Notice or, if a AA-Dispute Notice has been given, within One Hundred Twenty (120) Days following the final award pursuant to Article 18 to the effect that an Adverse Action occurred. If the University elects to remedy the occurrence of an Adverse Action within the applicable period of time, the right of the Concessionaire shall be limited to a claim for AA-Compensation with respect to such Adverse Action.

Section 14.4. Other Actions by Governmental Authorities. In the event that any Governmental Authority proposes to take any action at any time during the Term (including or enacting any Law) and the effect of such action is reasonably expected (i) to be principally borne by the Concessionaire (and not by others) and (ii) to have a Material Adverse Effect, except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of an Adverse Action or such action by any such other Governmental Authority), then at the request of the Concessionaire, the University shall use its reasonable efforts to oppose and challenge such action by any such other Governmental Authority; provided, however, that all reasonable out-of-pocket costs and expenses incurred by the University in connection with such opposition or challenge shall be borne by the Concessionaire.

ARTICLE 15 DELAY EVENTS AND CONCESSION COMPENSATION

Section 15.1. Delay Events.

- (a) If the Concessionaire is affected by a Delay Event, it shall give notice as soon as practicable but in no event later than Five (5) Business Days following the date on which it first became aware of such Delay Event and the resulting delay to the University (provided that in the case of such Delay Event being a continuing cause of delay, only one notice shall be necessary), which notice shall include (i) a statement of which Delay Event the claim is based upon, (ii) details of the circumstances from which the delay arises and (iii) an estimate of the delay in the performance of obligations under this Agreement attributable to such Delay Event and information in support thereof, if known at that time. The University shall, after receipt of any such notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary.

- (b) The Concessionaire shall notify the University within Five (5) Business Days following the date on which it first became aware that a Delay Event has ceased.
- (c) Subject to the Concessionaire giving the notice required in Section 15.1(a), a Delay Event shall excuse the Concessionaire from whatever performance is prevented by the Delay Event referred to in such notice for such appropriate number of Days as the University and the Concessionaire jointly determine, each acting reasonably. If the University and the Concessionaire cannot agree upon the period of extension, then either Party shall be entitled to refer the matter to the dispute resolution procedure in Article 18. This Section 15.1(c) shall not excuse the Concessionaire from the performance and observance under this Agreement of all obligations and covenants not affected by the Delay Event. Notwithstanding the occurrence of a Delay Event, the Concessionaire shall continue its performance and observance under this Agreement of all of its obligations and covenants to the extent that it is reasonably able to do so and shall use its reasonable efforts to minimize the effect and duration of the Delay Event. Nothing herein shall permit or excuse noncompliance with a change to applicable Laws.
- (d) Except as provided in the immediately following sentence, if a Delay Event occurs that has the effect of causing physical damage or destruction to a material part of the Parking System that results in the Parking System being substantially unavailable for the provision of Parking Services and such effect continues for a period in excess of One Hundred Twenty (120) Days (contiguous or non-contiguous within a Three Hundred Sixty (360) Day period) and has a Material Adverse Effect, or if insurance policies payable (or that should have been payable but for the breach of an obligation to take out and maintain such insurance policy by the Concessionaire) or condemnation or other similar proceeds are insufficient to restore the Concessionaire to the same economic position as it would have been in the absence of such event, then, notwithstanding Section 2.1, the Concessionaire shall have the right to extend the Term for a period that would be sufficient so to compensate the Concessionaire and to restore it to the same economic position as it would have been in had such Delay Event not occurred (a “Delay Event Remedy”); provided, however, in no event shall the Term be extended such that the Term, when taking into account such extension, would subject the Concessionaire or the University to a leasehold tax, conveyance fee or similar charge under applicable Law.
- (e) If the Concessionaire elects to exercise the right to the Delay Event Remedy, the Concessionaire shall give notice (“Delay Event Notice”) to the University within Five (5) Business Days following the date on which the Concessionaire first became aware of its right to the Delay Event Remedy occurring setting forth (i) the details of the Delay Event and its effect on either causing physical damage or destruction to the Parking System that results in the Parking System being substantially unavailable for the provision of Parking Services or suspending the collection of Parking Fees at the Parking System, (ii) the amount claimed as compensation to restore the Concessionaire to the same economic position as it

would have been in had such Delay Event not occurred (including the details of the calculation thereof) and (iii) the details of the relationship between such compensation and the Delay Event Remedy that it proposes. The University shall, after receipt of the Delay Event Notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary. If the University wishes to dispute the occurrence of a Delay Event or the Delay Event Remedy claimed in the Delay Event Notice, the University shall give notice to dispute (the “Delay Event Dispute Notice”) to the Concessionaire within Thirty (30) Days following the date of receipt of the Delay Event Notice stating the grounds for such dispute, and if neither the Delay Event Notice nor the Delay Event Dispute Notice has been withdrawn within Thirty (30) Days following the date of receipt of the Delay Event Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 18.

Section 15.2. Relationship to Compensation Event. Section 15.1 shall not prevent the Concessionaire from receiving Concession Compensation provided for in this Agreement for any Delay Event that constitutes a Compensation Event pursuant to the terms of this Agreement. For the avoidance of doubt, a Competing Parking Action shall not constitute a Delay Event.

Section 15.3. Notice of Compensation Events. Except as provided elsewhere in this Agreement, if a Compensation Event occurs, the Concessionaire shall give notice (the “CE-Preliminary Notice”) to the University within Thirty (30) Days following the date on which the Concessionaire first became aware of the Compensation Event stating that a Compensation Event has occurred.

Section 15.4. Incremental Payments of Concession Compensation.

- (a) If the Concession Compensation Balance at any time during any Permit Year exceeds One Million Dollars (\$1,000,000) (Adjusted for Inflation), the Concessionaire shall deliver to the University a notice (the “CE-Notice”) setting forth (i) the amount claimed as the Concession Compensation Balance and details of the calculation thereof in accordance with the calculation methodology set forth in the definition of “Concession Compensation Balance”, (ii) details of the Compensation Event(s) as a result of which Concession Compensation is claimed therein, including an explanation of the reasons that such event(s) constitute Compensation Event(s) under the terms of this Agreement; and (iii) the amount claimed as Concession Compensation with respect to each such Compensation Event and details of the calculation thereof in accordance with the calculation methodology set forth in the definition of “Concession Compensation”; provided, however, that the failure by the Concessionaire to timely deliver the CE-Preliminary Notice or the CE-Notice shall not limit its remedies hereunder or otherwise reduce the amount of the Concession Compensation, except to the extent such failure materially prejudices the University, and in any such case such remedies or amount shall only be limited or reduced to the extent of such prejudice.

- (b) If the University wishes to dispute the occurrence of any Compensation Event(s) set forth in the CE-Notice, the amount of any Concession Compensation claimed in the CE-Notice, or the amount claimed as the Concession Compensation Balance in the CE-Notice, then the University shall give notice of dispute (the “CE-Dispute Notice”) to the Concessionaire within Thirty (30) Days following the date of receipt of the CE-Notice stating the grounds for such dispute. If the CE-Dispute Notice has not been withdrawn within Thirty (30) Days following the date of receipt of the CE-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure set forth in Article 18.
- (c) If the Concession Compensation Balance claimed in the CE-Notice is finally determined, in accordance with this Section 15.4, to be in excess One Million Dollars (\$1,000,000) (Adjusted for Inflation), the University shall pay to the Concessionaire such Concession Compensation Balance. In such event, until the time that Final Settlement Compensation, if any, is due pursuant to Section 15.5, no additional payments of Concession Compensation shall be made by the University to the Concessionaire during such Permit Year, except to the extent that at any subsequent point in time during such Permit Year, the Concession Compensation Balance, as determined in accordance with this Section 15.4, exceeds One Million Dollars (\$1,000,000) (Adjusted for Inflation), at which point the University shall pay to the Concessionaire such Concession Compensation Balance. Notwithstanding the foregoing, if the undisputed portion of the Concession Compensation Balance claimed in the CE-Notice exceeds One Million Dollars (\$1,000,000) (Adjusted for Inflation), the University shall pay to the Concessionaire such undisputed portion of the Concession Compensation Balance in accordance with the terms of this Agreement during the pendency of any dispute regarding a disputed portion of the Concession Compensation Balance.

Section 15.5. Settlement Compensation.

- (a) Upon the latest to occur of (i) Sixty (60) Days following the end of each Permit Year, (ii) Ten (10) Days following the final determination, pursuant to Section 15.4, of any amounts of Concession Compensation claimed pursuant to Section 15.4, and (iii) Ten (10) Days following the final determination, pursuant to Section 14.1(c), of any amounts of AA-Compensation claimed as a result of an Adverse Action alleged to have occurred during such Permit Year, the Concessionaire shall prepare and deliver to the University a statement (the “Proposed Settlement Compensation Certificate”) setting forth in reasonable detail its calculation of Settlement Compensation for such Permit Year (the “Proposed Settlement Compensation”) together with all documentation supporting such calculations. If within Thirty (30) Days after the delivery of the Proposed Settlement Compensation Certificate to the University (the “Objection Period”), Concessionaire has not received an Objection Notice, then such Proposed Settlement Compensation shall be deemed the Final Settlement Compensation and Settlement Compensation, if any, shall be paid, in accordance

with Section 15.5(f); however, if the Parties do not so agree, then Section 15.5(b) through (d) shall apply.

- (b) If the University in good faith disagrees with any portion of the Proposed Settlement Compensation, the University may, within the Objection Period, deliver a written notice to the Concessionaire setting forth the University's objections thereto (the "Objection Notice"). Any Objection Notice shall specify in detail any good faith and reasonable disagreement as to the amount of the Proposed Settlement Compensation and the University's calculation of the Proposed Settlement Compensation (the "Alternative Proposed Settlement Compensation").
- (c) If an Objection Notice is timely received by the Concessionaire within the Objection Period, the Parties shall, during the Thirty (30) Days following the Concessionaire's receipt of such notice (the "Settlement Deadline"), use their good faith, reasonable efforts to reach an agreement on the disputed terms. If such an agreement is reached prior to the Settlement Deadline, the Settlement Compensation as so agreed shall be the Final Settlement Compensation and Settlement Compensation, if any, shall be paid, in accordance with Section 15.5(f). If the Parties are unable to reach such an agreement prior to the Settlement Deadline, the matter shall be submitted to the dispute resolution procedure set forth in Article 18.
- (d) The Settlement Compensation (either as agreed to by the Parties or as determined by the dispute resolution procedure set forth in Section 15.5(c) above) shall be final and binding on the Parties and will be referred to as the "Final Settlement Compensation."
- (e) The University and the Concessionaire shall cooperate and assist in good faith in the determination of the Final Settlement Compensation and in the conduct of the reviews referred to in this Section 15.5, including making available, to the extent reasonably necessary, books, records, work papers and personnel at such reasonable times as any Party shall request and permitting (at the expense of the requesting Party) the copying of any records or extracts thereof reasonably requested.
- (f) If the Final Settlement Compensation is greater than Zero (0), the University shall promptly pay to the Concessionaire the amount by which the Final Settlement Compensation exceeds Zero (0). Such payment, if any, shall be made within Fifteen (15) Business Days after the Final Settlement Compensation is determined and shall be payable by wire transfer of immediately available funds to an account designated by the Concessionaire. If the Final Settlement Compensation is less than Zero (0), such amount (i.e., the difference) (the "Negative Concession Compensation Balance") shall accrue as a credit against Concession Compensation, if any, payable in future Permit Years and shall be included for purposes of the deduction contemplated in clause (ii) of the definition of Concession Compensation Balance until such time as it is used to

offset any Concession Compensation due under this Agreement; provided, however, that if the University has previously paid Concession Compensation to the Concessionaire with respect to such Permit Year in accordance with Section 15.4, the University may require the Concessionaire, upon Thirty (30) Days' written notice, to pay to the University (by wire transfer of immediately available funds to an account designated by the University) the Negative Concession Compensation Balance; provided, further, that the amount of such payment shall not exceed the amount(s) of Concession Compensation previously paid by the University with respect to such Permit Year in accordance with Section 15.4, and any excess Negative Concession Compensation Balance shall accrue as a credit against Concession Compensation, if any, payable in future Permit Years and shall be included for purposes of the deduction contemplated in clause (ii) of the definition of Concession Compensation Balance until such time as it is used to offset any Concession Compensation due under this Agreement.

ARTICLE 16 DEFAULTS; LETTERS OF CREDIT

Section 16.1. Default by the Concessionaire.

- (a) *Events of Default.* The occurrence of any one or more of the following events during the Term shall constitute a "Concessionaire Default" under this Agreement:
- (i) if the Concessionaire fails to comply with, perform or observe any material obligation, covenant, agreement, term or condition in this Agreement, and such failure continues unremedied for a period of Ninety (90) Days following notice thereof (giving particulars of the failure in reasonable detail) from the University to the Concessionaire or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the University, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the University, and (C) such failure is in fact cured within such period of time;
 - (ii) if this Agreement or all or any portion of the Concessionaire Interest is Transferred in contravention of Article 17 and such Transfer or action continues unremedied for a period of Ten (10) Business Days following notice thereof from the University to the Concessionaire;
 - (iii) if the Concessionaire fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 18, and such failure continues unremedied for a period of Thirty (30) Days following notice thereof from the University to the Concessionaire, or for such longer period as may be reasonably necessary

to cure such failure, provided, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the University, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the University, and (C) such failure is in fact cured within such period of time;

- (iv) if the Concessionaire (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 11 of the United States Code, or if such petition is filed against it and an order for relief is entered, or if the Concessionaire files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Parking System or any interest therein, or (D) takes any corporate action in furtherance of any action described in this Section 16.1(a)(iv);
- (v) if within Ninety (90) Days after the commencement of any proceeding against the Concessionaire seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within Ninety (90) Days after the appointment, without the consent or acquiescence of the Concessionaire, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Parking System or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if, within Ninety (90) Days after the expiration of any such stay, such appointment has not been vacated;
- (vi) if a levy under execution or attachment has been made against all or any part of the Parking System or any interest therein as a result of any Encumbrance (other than a Permitted Concessionaire Encumbrance) created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within Sixty (60) Days after the Concessionaire becomes aware of such levy, unless such levy resulted from actions or omissions of the University or its Representatives; or

- (vii) the Concessionaire repudiates in writing any of its material obligations under this Agreement.
- (b) *Remedies of the University Upon Concessionaire Default.* Upon the occurrence, and during the continuance, of a Concessionaire Default, the University may, by notice to the Concessionaire, declare the Concessionaire to be in default and may, subject to the provisions of Articles 18 and 19, do any or all of the following as the University, in its discretion, shall determine:
 - (i) the University may terminate this Agreement by giving Thirty (30) Days' prior notice to the Concessionaire upon the occurrence of (A) a Concessionaire Default that consists of a failure to comply with, perform or observe any Operating Standard if such Concessionaire Default creates a material danger to the safety of Parking System Operations or a material impairment to the Parking System or to the continuing use of the Parking System or (B) any other Concessionaire Default; provided, however, that the Concessionaire shall be entitled to cure a Concessionaire Default pursuant to Section 16.1(a)(i) by (i) agreeing within such Thirty (30) Day period to pay any Losses sustained as a result of such Concessionaire Default or (ii) providing the University with a written work plan within such Thirty (30)-Day period outlining the actions by which the Concessionaire will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement or (y) the requirements or directives of the issued final award in accordance with Article 18 that the Concessionaire failed to perform or observe, which work plan is Approved by the University, but any failure of the Concessionaire to comply in any material respect with such Approved work plan (other than as a result of a Delay Event) following Thirty (30) Days' notice of such failure from the University to the Concessionaire shall be deemed to be a Concessionaire Default described in Section 16.1(a)(i) and the entitlement of the Concessionaire to cure such Concessionaire Default by the delivery of an Approved work plan shall not apply thereto;
 - (ii) if the Concessionaire Default is by reason of the failure to pay any monies to another Person, the University may (without obligation to do so) make payment on behalf of the Concessionaire of such monies unless such non-payment is due to a bona fide dispute, and any amount so paid by the University shall be payable by the Concessionaire to the University within Three (3) Business Days after demand therefor;
 - (iii) subject to the cure rights of the Leasehold Mortgagee set forth in Section 19.3, the University may cure the Concessionaire Default (but this shall not obligate the University to cure or attempt to cure a Concessionaire Default or, after having commenced to cure or attempted to cure a Concessionaire Default, to continue to do so), and all costs and expenses reasonably incurred by the University in curing or attempting to cure the

Concessionaire Default, shall be payable by the Concessionaire to the University within Three (3) Business Days after written demand therefor; provided, however, that (A) the University shall not incur any liability to the Concessionaire for any act or omission of the University or any other Person in the course of remedying or attempting to remedy any Concessionaire Default unless resulting from the University's recklessness or gross negligence and (B) the University's cure of any Concessionaire Default shall not affect the University's rights against the Concessionaire by reason of the Concessionaire Default; the University may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a Concessionaire Default;

- (iv) the University may seek to recover its Losses arising from such Concessionaire Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt;
- (v) with respect to those Concessionaire Defaults that entitle the University to terminate this Agreement pursuant to Section 16.1(b)(i), the University may terminate the Concessionaire's right to use, operate, maintain, possess, and rehabilitate the Parking System and the Concessionaire's right to collect and retain Parking Revenue, and in such event, the University or the University's agents and servants may immediately or at any time thereafter take possession and control of the Parking System, by any available action under Law or proceeding at law or in equity, and with or without terminating this Agreement, and undertake any and all of the Parking System Operations; provided, however, that no such action by the University shall be construed as an election on its part to terminate this Agreement unless a notice of such intention is given to the Concessionaire; and
- (vi) the University may exercise any of its other rights and remedies provided for hereunder or at law or equity.

Section 16.2. Default by the University.

- (a) *Events of Default.* The occurrence of any one or more of the following events during the Term shall constitute a "University Default" under this Agreement:
 - (i) if the University fails to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement (other than an Adverse Action) and such failure continues unremedied for a period of Ninety (90) Days following notice thereof (giving particulars of the failure in reasonable detail) from the Concessionaire to the University or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the University has demonstrated to the

satisfaction of the Concessionaire, that (A) it is proceeding with all due diligence to cure or cause to be cured such failure, and (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, and (C) such failure is in fact cured within such period of time;

- (ii) if the University fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 18 and such default continues unremedied for a period of Thirty (30) Days following notice thereof from the Concessionaire to the University, or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the University has demonstrated to the satisfaction of the Concessionaire, acting reasonably, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, acting reasonably and (C) such failure is in fact cured within such period of time;
- (iii) if a levy under execution or attachment has been made against all or any part of the Parking System or the Concessionaire Interest as a result of any Encumbrance (other than a Permitted University Encumbrance) created, incurred, assumed or suffered to exist by the University or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of Sixty (60) Days, unless such levy resulted from actions or omissions of the Concessionaire or its Representatives or if all or a material part of the Parking System shall be subject to a condemnation or similar taking by the University or any agency thereof;
- (iv) if the University (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 9 of the United States Code, or if such petition is filed against it and an order for relief is entered, or if the University files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the University, or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), or (D) takes any action in furtherance of any action described in this Section 16.2(a)(iv); or if within Ninety (90) Days after the commencement of any proceeding against the University seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States

Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within Ninety (90) Days after the appointment, without the consent or acquiescence of the University, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the University or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), such appointment has not been vacated or stayed on appeal or otherwise, or if, within Ninety (90) Days after the expiration of any such stay, such appointment has not been vacated;

- (v) the University repudiates in writing any of its material obligations under this Agreement.

Notwithstanding the foregoing, a University Default shall not include any failure to perform its obligations under this Agreement (other than payment obligations) to the extent such failure is the result of Force Majeure.

- (b) *Remedies of Concessionaire Upon University Default.* Upon the occurrence, and during the continuance, of a University Default, the Concessionaire may by notice to the University declare the University to be in default and may, subject to the provisions of Article 18, do any or all of the following as the Concessionaire, in its discretion, shall determine:

- (i) the Concessionaire may terminate this Agreement by giving Sixty (60) Days' prior notice to the University; provided, however, that the University shall be entitled to cure a University Default pursuant to Section 16.2(a)(i) by (i) agreeing within such Sixty (60)-Day period to pay any Losses sustained as a result of such University Default or (ii) providing the Concessionaire with a written work plan within such Sixty (60)-Day period outlining the actions by which the University will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement or (y) the requirements or directives of the issued final award in accordance with Article 18 that the University failed to perform or observe, which work plan is approved by the Concessionaire (which approval shall not be unreasonably withheld, delayed or conditioned), but any failure of the University to comply in any material respect with such approved work plan following Thirty (30) Days' notice of such failure from the Concessionaire to the University shall be deemed to be a University Default described in Section 16.2(a)(i) and the entitlement of the University to cure such University Default by the delivery of an approved work plan shall not apply thereto; and upon such termination, the University shall be obligated to pay to the Concessionaire the Parking System Concession Value plus, without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination;

- (ii) the Concessionaire may exercise any of its rights or remedies at law or in equity;
- (iii) the Concessionaire may seek to recover its Losses and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt; and
- (iv) the Concessionaire may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a University Default.

Section 16.3. Letters of Credit.

- (a) The Concessionaire shall deliver no later than the first Day of the Concession Year that is Five (5) Years prior to the final Concession Year of the Term, a Letter of Credit or cash deposit in the amount then to be calculated equal to the amount that the University reasonably determines is appropriate to cover all costs of Capital Improvements for the remainder of the Term as set forth in the Concessionaire's Capital Improvement program required pursuant to the Operating Standards.
- (b) Such Letter of Credit shall be replaced on every anniversary of such Concession Year until the date that is Two (2) Years after (i) the expiration of the Term and (ii) such time as there being no unresolved disputes with respect to the Concessionaire complying with, performing or observing any obligation, covenant, agreement, term or condition in this Agreement with a Replacement Letter of Credit in the amount of the undrawn balance of such Letter of Credit plus the amount of interest that would have been earned on such balance if invested for the next Twelve (12) month period at the Bank Rate. Subject to Approval, the required amount of any Letter of Credit with respect to a Concession Year (but only with respect to such Concession Year) may be reduced from time to time (at intervals that may be shorter than One (1) Year) by the amount that the University reasonably determines is appropriate such that the amount of the Letter of Credit remains sufficient to cover all costs of Capital Improvements for the remainder of the Term in light of the condition of the Parking System (including the University's assessment of the present and future condition of the Parking System, and all costs and expenses of Capital Improvements to be performed in connection therewith, during the remaining portion of the Term) and the Concessionaire's compliance with this Agreement in connection therewith. Upon the occurrence of a Concessionaire Default (or if there is a dispute as to the occurrence of a Concessionaire Default, upon the final decision of the arbitral panel pursuant to Article 18 that a Concessionaire Default has occurred), the University shall have the right (in addition to all other rights and remedies provided in this Agreement, but with the understanding that any other monetary damages that the University may recover will be reduced by the amount so drawn, and without the University's exercise of such right being deemed a waiver or a cure of the Concessionaire's failure to perform and

whether or not this Agreement is thereby terminated), with Three (3) Business Days' prior notice to the Concessionaire, to draw against such Letter of Credit or any replacement thereof, upon presentation of a sight draft and a certificate confirming that the University has the right to draw under such Letter of Credit in the amount of such sight draft, up to the amount due to the University with respect to such Concessionaire Default.

- (c) The Concessionaire shall replace each Letter of Credit with a replacement Letter of Credit (the "Replacement Letter of Credit") at least Thirty (30) Days prior to the expiry date of a Letter of Credit which is expiring. If the Concessionaire does not deliver to the University a Replacement Letter of Credit within such time period, the University shall have the right (in addition to all other rights and remedies provided in this Agreement and without the University's exercise of such right being deemed a waiver or a cure of the Concessionaire's failure to perform and whether or not this Agreement is thereby terminated) to immediately draw the full amount of the Letter of Credit upon presentation of a sight draft and a certificate confirming that the University has the right to draw under such Letter of Credit in the amount of such sight draft. After the Concessionaire delivers to the University a Replacement Letter of Credit complying with the provisions of this Agreement, the University shall deliver in accordance with the Concessionaire's reasonable instructions the Letter of Credit being replaced (except to the extent that at such time no sight draft under such Letter of Credit is outstanding and unpaid). Any Replacement Letter of Credit shall be upon the same terms and conditions as the Letter of Credit replaced and satisfy the requirements for a Letter of Credit, but in any event (i) the amount of each Replacement Letter of Credit, except as provided in Section 16.3(a), shall equal or exceed the amount of the Letter of Credit being replaced at the time of replacement and (ii) the date of the Replacement Letter of Credit shall be its date of issuance. The expiry date of the Replacement Letter of Credit, as referred to in the opening paragraph of such Replacement Letter of Credit, shall be no earlier than One (1) Year later than the expiry date of the Letter of Credit being replaced.
- (d) If this Agreement is terminated by the University prior to the expiration of the Term as a result of a Concessionaire Default, the University shall have the right (in addition to all other rights and remedies provided in this Agreement and without the University's exercise of such right being deemed a waiver or a cure of the Concessionaire's failure to perform), with Three (3) Business Days' prior notice to the Concessionaire, to draw against any Letter of Credit, upon presentation of a sight draft and a certificate confirming that the University has the right to draw under such Letter of Credit in the amount of such sight draft, up to the amount due to the University pursuant to the terms of this Agreement.
- (e) The University will accept the Letters of Credit to be delivered pursuant to this Section 16.3 (and pursuant to Section 2.3) as security for the Concessionaire's obligations under this Agreement, in place of a cash deposit in the same amount, with the understanding that the Letters of Credit are to be the functional

equivalent of a cash deposit. The Concessionaire's sole remedy in connection with the improper presentment or payment of sight drafts drawn under the Letter of Credit shall be the right to obtain from the University a refund of the amount of any sight draft the proceeds of which were drawn inappropriately or misapplied and the reasonable costs incurred by the Concessionaire as a result of such inappropriate draw or misapplication; provided, however, that at the time of such refund, the Concessionaire increases the amount of the Letter of Credit to the amount (if any) then required under the applicable provisions of this Agreement. The Concessionaire acknowledges that the presentment of sight drafts drawn under the Letter of Credit could not under any circumstances cause the Concessionaire injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy therefor. The Concessionaire shall not request or instruct the issuer of the Letter of Credit to refrain from paying any sight draft drawn under a Letter of Credit.

- (f) If the University desires to assign its rights and obligations in accordance with Section 17.2 of this Agreement, the Concessionaire shall cooperate so that concurrently with the effectiveness of such assignment, either Replacement Letters of Credit as described in Section 16.3(c) for, or appropriate amendments to, the Letters of Credit then held by the University, in either case identifying as beneficiary the appropriate party after the assignment becomes effective, shall be delivered to the University, at the cost of the University.
- (g) The Concessionaire shall obtain and furnish all Letters of Credit and Replacement Letters of Credit at its sole cost and expense and shall pay all charges imposed in connection with the University's presentation of sight drafts and drawing against the Letters of Credit or Replacement Letters of Credit.
- (h) In lieu of any Letter of Credit or cash deposit to be provided by the Concessionaire pursuant to the terms of this Section 16.3, the Concessionaire shall, at the Concessionaire's discretion, have the option to provide a surety bond or other similar form of security or to deposit with a Depository for the benefit of the University, as collateral security, cash or Eligible Investments in an amount equal to the amount of such Letter of Credit at the time of such deposit; provided; however, that the terms and documentation related thereto are acceptable to the University. Such Depository shall invest and reinvest such amounts in Eligible Investments at the direction of the University, provided that earnings thereon shall be paid to the Concessionaire not less frequently than quarterly. If, at any time during the Term, the University would have the right to draw any amount on a Letter of Credit for which the Concessionaire has substituted cash or Eligible Investments pursuant to this Section 16.3(h), the Depository shall pay such amount to the University from such cash deposit or Eligible Investments in accordance with the terms of this Section 16.3 and all rights and remedies of the University and the Concessionaire with respect to such cash deposits or Eligible Investments, if any, shall be the same as those provided in this Section 16.3 with respect to any Letter of Credit; provided, however, that the certification that would have been provided by the University with the sight

draft had cash or Eligible Investments not been so substituted shall be made to the Depository and delivered to the Depository together with the University's written demand for payment.

- (i) If Letters of Credit shall not in the future be available at commercially reasonable terms and rates or shall not be a commercially reasonable form of security in similar transactions, the Concessionaire shall furnish the University with comparable security instruments or Eligible Investments that then are commonly used in similar transactions and which are Approved; and if no such comparable security instruments shall be available, the Concessionaire shall deposit with the University cash as security.

Section 16.4. Consequences of Termination or Reversion. Upon the termination or expiration of this Agreement, notwithstanding any claims the Parties may have against each other and subject to Section 16.2(b)(iii), the following provisions shall apply:

- (a) the Concessionaire shall, without action whatsoever being necessary on the part of the University, surrender, transfer and deliver to the University the Parking System (including all improvements to the Parking System), the Parking System Assets and all tangible and intangible personal property of the Concessionaire (including inventories) that is included in the Parking System and used in connection with the Parking System Operations, in good order, condition and repair (reasonable wear and tear excepted), determined reasonably in accordance with the then applicable Operating Standards, free and clear of all Encumbrances other than (w) Permitted Concessionaire Encumbrances set forth in clause (iv) and clause (vii) of the definition of that term, (x) Permitted University Encumbrances, (y) those created by or suffered to exist or consented to by the University or any Person claiming through it, and (z) with respect to any property added to the Parking System after the Time of Closing, title defects affecting such property in existence on the date such property is added to the Parking System; provided that the Concessionaire may satisfy any obligation to surrender rights to proprietary intellectual property of the Concessionaire by extending to the University on reasonable terms an irrevocable license to use such proprietary intellectual property in connection with the Parking System;
- (b) the Concessionaire hereby waives any notice now or hereafter required by Law with respect to transfer of the Parking System on the Reversion Date;
- (c) the University shall, as of the Reversion Date, assume full responsibility for the Parking System Operations, and as of such date, the Concessionaire shall have no liability or responsibility for Parking System Operations occurring after such date;
- (d) the Concessionaire shall be liable for all costs, expenses and other amounts for which it is liable or responsible hereunder incurred up to but not including the Reversion Date, and the University shall be liable for all costs, expenses and

amounts incurred in connection with the Parking System Operations on and after the Reversion Date;

- (e) the University shall have the option, subject to the rights of any Leasehold Mortgagee, or its designee or nominee, to enter into a New Agreement, by providing notice to the Concessionaire of requiring that the Concessionaire assign, without warranty or recourse to the Concessionaire, to the fullest extent permitted by Authorizations and applicable Law, all of its right, title and interest in, to and under (in each of the following cases, to the extent assignable) all or any of the Operating Agreements then in effect and all Authorizations to the University or its nominee for the remainder of their respective terms; provided, however, that if the University exercises such option, the right, title and interest of the Concessionaire in, to and under such Operating Agreements and Authorizations shall be assigned to the University or its nominee as of the Reversion Date and the Concessionaire shall surrender the Parking System to the University and shall cause all Persons claiming under or through the Concessionaire to do likewise, and the University shall assume in writing, pursuant to an assumption agreement satisfactory to the Concessionaire, the Concessionaire's obligations under the Operating Agreements that arise in respect of, or relate to, any period of time falling on and after the Reversion Date; provided further, that if the University does not exercise such option, the Concessionaire shall take such steps as are necessary to terminate the Operating Agreements to the extent permitted thereunder and in accordance with the terms thereof;
- (f) the Concessionaire, at its sole cost and expense, shall promptly deliver to the University copies of all records and other documents relating to the Parking Revenue that are in the possession of the Concessionaire or its Representatives and all other than existing records and information relating to the Parking System as the University, acting reasonably, may request;
- (g) the Concessionaire shall execute and deliver to the University transfer of title documents and other instruments reasonably required by the University to evidence such termination;
- (h) the Concessionaire shall assist the University in such manner as the University may require to ensure the orderly transition of control, operation, management, maintenance and rehabilitation of the Parking System, and shall, if appropriate and if requested by the University, take all steps as may be necessary to enforce the provisions of the Operating Agreements pertaining to the surrender of the Parking System;
- (i) the University and the Concessionaire shall make appropriate adjustments, including adjustments relating to any Operating Agreements assigned to the University, Parking Fees and other similar charges collected on and after the Reversion Date that are incurred prior to the Reversion Date, and utilities, and any adjustments and payment therefor shall be made by the appropriate Party on

the Reversion Date, but shall be subject to readjustment if necessary because of error in matters such as information, calculation, payments and omissions that are identified within the period of One Hundred Eighty (180) Days following the Reversion Date; provided, however, that the University and the Concessionaire acknowledge that certain adjustments or readjustments may have to be made when a third party provides to the University or the Concessionaire a final adjustment amount in respect of a matter, and for such matters the adjustment and readjustment date shall each be correspondingly extended; and

- (j) if this Agreement is terminated as a result of an Adverse Action, the payment by the University to the Concessionaire of the amounts required under Article 14 or Article 18 shall constitute full and final settlement of any and all Claims the Concessionaire may have against the University for and in respect of the termination of this Agreement and upon such payment, the Concessionaire shall execute and deliver all such releases and discharges as the University may reasonably require to give effect to the foregoing.
- (k) all plans, drawings, specifications and models prepared in connection with construction at the Parking System and in the Concessionaire's possession and all "as-built" drawings shall become the sole and absolute property of the University, and the Concessionaire shall promptly deliver to the University all such plans, drawings, specifications and models and all such as-built drawings (but may keep copies of those plans, drawings, specifications and models that were developed by the Concessionaire or its Representatives);

This Section 16.4 shall survive the expiration or any earlier termination of this Agreement.

Section 16.5. Termination Other Than Pursuant to Agreement. If this Agreement is terminated by the University other than pursuant to Section 16.1, or is canceled, rescinded or voided during the Term for any reason over the objection and without action by the Concessionaire, the University shall pay to the Concessionaire the Parking System Concession Value as of the date of such termination, cancellation, rescinding or voiding, plus, without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a direct result of such termination, cancellation, rescinding or voiding. The University hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience.

ARTICLE 17 RESTRICTIONS ON TRANSFERS

Section 17.1. Transfers by the Concessionaire.

- (a) Subject in all respects to the collateral assignment of the Concessionaire Interest to the Leasehold Mortgagee, and exercise by the Leasehold Mortgagee of its rights pursuant to such assignment, including by foreclosure, as set forth in

Article 19, the Concessionaire shall not Transfer, or otherwise permit the Transfer, of any part of the Concessionaire Interest to or in favor of a Transferee (other than a Transferee that is an Affiliate or a Leasehold Mortgagee under Article 19) that would result in the Concessionaire directly owning Fifty Percent (50%) or less of the Concessionaire Interest granted to Concessionaire as of the date hereof unless (i) the University has Approved (based upon a determination in accordance with Section 17.1(b)) such proposed Transferee and (ii) the proposed Transferee (other than a Transferee that is an Affiliate or a Leasehold Mortgagee under Article 19) enters into an agreement with the University in form and substance satisfactory to the University, acting reasonably, wherein the Transferee acquires the rights and assumes the obligations of the Concessionaire and agrees to perform and observe all of the obligations and covenants of the Concessionaire under this Agreement. Any Transfer made in violation of the foregoing provision shall be null and void ab initio and of no force and effect.

- (b) Approval of a proposed Transferee may be withheld if the University reasonably determines that (i) such proposed Transfer is prohibited by applicable Law, (ii) such proposed Transferee's entering into this Agreement with the University is prohibited by Law, (iii) such proposed Transfer would result in a violation of Law, (iv) such proposed Transfer would result in a Tax liability to the University (unless the University shall have received indemnification, as determined in the University's discretion, with respect thereto) or (v) such proposed Transferee is not capable of performing the obligations and covenants of the Concessionaire under this Agreement, which determination shall be based upon and take into account the following factors: (a) the financial strength and integrity of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective Affiliates; (b) the experience of the proposed Transferee or the Operator to be engaged by the proposed Transferee in operating parking garages, parking lots and metered parking spaces and performing other relevant projects; (c) the background and reputation of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (d) the Operator engaged by the proposed Transferee, including the ability of the Operator to meet the operating standards.
- (c) No Transfer of all or any of the Concessionaire Interest (except for a Transfer to a Leasehold Mortgagee or its nominee upon its exercise of remedies under the Leasehold Mortgage and any subsequent transfer to the transferee of the Leasehold Mortgagee that has been Approved under Section 17.1(b)) shall be made or have any force or effect if, at the time of such Transfer there has occurred a Concessionaire Default that has not been remedied or an event that with the lapse of time, the giving of notice or otherwise would constitute a Concessionaire Default.

- (d) A Change in Control of the Concessionaire shall be deemed to be a Transfer of the Concessionaire Interest for purposes of the foregoing provisions.
- (e) Nothing contained in the foregoing shall be deemed to prohibit or limit the Concessionaire from changing its organizational form or status (including a change from a limited liability company to a corporation or limited partnership), provided that such change in organizational form or status does not result in a Change in Control of the Concessionaire.
- (f) Neither (i) a change of ownership that is attributable to a lease, sublease, concession, management agreement, operating agreement or other similar arrangement that is subject and subordinate in all respects to the rights of the University under this Agreement so long as (A) no “Change in Control” occurs with respect to the Concessionaire and (B) the Concessionaire remains obligated under this Agreement, nor (ii) the creation of a trust or any other transaction or arrangement that is solely a transfer of all or part of the Concessionaire’s economic interest under this Agreement to another entity shall be deemed to be a Transfer of the Concessionaire Interest for purposes of Section 17.1(a).

Section 17.2. Assignment by the University. The University shall have the right to Transfer any or all of the University’s interest in the Parking System and this Agreement, provided that it shall be jointly and severally liable with the Transferee for the performance and observance of the obligations and covenants of the University under this Agreement, and any agreement entered into by the University under this Agreement (including agreeing directly with any Leasehold Mortgagee to be bound by the agreement entered into in accordance with Section 19.3) and that any such Transfer by the University shall not materially limit or reduce any of the Concessionaire’s other rights, benefits, remedies or privileges under this Agreement nor shall it materially impair the University’s ability to meet its obligations under this Agreement and, provided further, any such Transfer shall be subject to the rights and Encumbrances of the Concessionaire and of the Leasehold Mortgagee under any Leasehold Mortgagee.

ARTICLE 18 DISPUTE RESOLUTION

Section 18.1. Scope. Any dispute arising out of, relating to, or in connection with this Agreement shall be resolved as set forth in this Article 18.

Section 18.2. Informal Dispute Resolution Procedures. The Parties shall attempt in good faith to resolve such dispute within Fifteen (15) Business Days following receipt by one Party of notice of such dispute from the other Party. If the Parties are unable to resolve the dispute within such period of Fifteen (15) Business Days, and upon notice by either Party to the other, the dispute shall be referred to the Designated Senior Person of each Party. The Designated Senior Persons shall negotiate in good faith to resolve the dispute, conferring as often as they deem reasonably necessary. Statements made by representatives of the Parties during the dispute resolution procedures set forth in this Section 18.2 and in Section 18.3 and documents specifically prepared for such dispute resolution procedures shall be considered part of

settlement negotiations and shall not be admissible as evidence in any litigation proceeding between the Parties without the mutual consent of the Parties.

Section 18.3. Mediation. Mediation of a dispute under this Agreement may not be commenced until the earlier of: (i) such time as both of the Designated Senior Persons, after following the procedures set forth in Section 18.2, conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) Fifteen (15) Business Days after the notice referring the dispute to the Designated Senior Persons, pursuant to Section 18.2. If, after such time period, the dispute remains unresolved, the Parties shall attempt to resolve the dispute through mediation administered by the AAA under its Commercial Mediation Procedures before resorting to litigation, as provided by Section 18.4. The Parties agree that any period of limitation applicable to the assertion of a claim shall be deemed tolled during the conduct of informal dispute resolution under Section 18.2 and mediation under this Section 18.3, and that any claim of any Party shall be deemed not to have accrued until the mediation is terminated.

Section 18.4. Litigation. Unless the Parties otherwise agree, if mediation as set forth in Section 18.3 does not resolve the dispute within Thirty (30) Business Days following a reference to mediation or such longer period as the Parties may mutually agree, then the Parties shall present the dispute to such court of competent jurisdiction as set forth in Section 20.7.

Section 18.5. Provisional Remedies. No Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that is not otherwise available under this Agreement or to enforce or execute upon a judgment entered in accordance with this Agreement, including temporary, preliminary and permanent injunctive relief and restraining orders, writs of mandamus, and the appointment of a receiver or receiver and manager in connection with the collection and retention of Parking Revenue and Parking Violation Revenue.

Section 18.6. Tolling. If a Party receiving a notice of default under this Agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Article 18, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award or determination.

ARTICLE 19 LENDERS

Section 19.1. Leasehold Mortgages. The Concessionaire shall have the right, at its sole cost and expense, to grant one or more Leasehold Mortgages, secured by the Concessionaire Interest or Parking Revenue if at the time any such Leasehold Mortgage is executed and delivered to the Leasehold Mortgagee, no Concessionaire Default exists and upon and subject to the following terms and conditions:

- (a) a Leasehold Mortgage may not cover any property of, or secure any debt issued or guaranteed by, any Person other than the Concessionaire, but may cover shares or equity interests in the capital of the Concessionaire and any cash reserves or deposits held in the name of the Concessionaire;

- (b) no Person other than an Institutional Lender shall be entitled to the benefits and protections accorded to a Leasehold Mortgagee in this Agreement; provided, however, that lessors and lenders to the Concessionaire (and lenders to a Leasehold Mortgagee that is a Lessor) may be Persons other than Institutional Lenders so long as any Leasehold Mortgage securing the loans made by such Persons is held by an Institutional Lender acting as collateral agent or trustee;
- (c) no Leasehold Mortgage or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against any or all of the Concessionaire Interest shall extend to or affect the fee simple interest in the Parking System, the University's interest hereunder or the University's reversionary interests and estates in and to the Parking System or any part thereof; in addition, any foreclosure or termination of this Agreement by the University shall simultaneously terminate the Leasehold Mortgage;
- (d) the University shall have no liability whatsoever for payment of the principal sum secured by any Leasehold Mortgage, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and, except for violation by the University of express obligations set forth herein or in any other agreement with the Leasehold Mortgagee, the Leasehold Mortgagee shall not be entitled to seek any damages or other amounts against the University for any or all of the same;
- (e) the University shall have no obligation to any Leasehold Mortgagee in the enforcement of the rights and remedies of the University under this Agreement or by Law provided, except as expressly set forth in this Agreement or in any agreement with the Leasehold Mortgagee and unless such Leasehold Mortgagee has provided the University with notice of its Leasehold Mortgage in accordance with the Leasehold Mortgagee Notice Requirements;
- (f) each Leasehold Mortgage shall provide that if the Concessionaire is in default under the Leasehold Mortgage and the Leasehold Mortgagee gives notice of such default to the Concessionaire, then the Leasehold Mortgagee shall give notice of such default to the University;
- (g) subject to the terms of this Agreement, all rights acquired by a Leasehold Mortgagee under any Leasehold Mortgage shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the University hereunder;
- (h) notwithstanding any enforcement of the security of any Leasehold Mortgage, the Concessionaire shall remain liable to the University for the payment of all sums owing to the University under this Agreement and the performance and observance of all of the Concessionaire's covenants and obligations under this Agreement; and

- (i) a Leasehold Mortgagee shall not, by virtue of its Leasehold Mortgage, acquire any greater rights or interest in the Parking System than the Concessionaire has at any applicable time under this Agreement, and each Leasehold Mortgagee, the University and the Concessionaire shall enter into a consent agreement in a form acceptable to all parties; provided that such consent agreement shall be in a customary form and shall include the rights and protections provided to the Leasehold Mortgagees in this Agreement.

While any Leasehold Mortgage is outstanding, the University shall not agree to any amendment or modification of this Agreement that could reasonably be expected to have a material adverse effect on the rights or interests of the Leasehold Mortgagee or agree to a voluntary surrender or termination of this Agreement by the Concessionaire without the consent of the Leasehold Mortgagee.

Section 19.2. Notices and Payments to Leasehold Mortgagees. Whenever a Leasehold Mortgage exists as to which the University has been provided notice by the holder thereof in accordance with the Leasehold Mortgagee Notice Requirements, the University shall, simultaneously with providing the Concessionaire any required notice under this Agreement, provide a copy of such notice to such Leasehold Mortgagee, and no such notice to the Concessionaire shall be effective against the Leasehold Mortgagee until a copy thereof is duly provided to such Leasehold Mortgagee at its address specified in its notice given to the University in accordance with the Leasehold Mortgagee Notice Requirements (or any subsequent change of address notice given to the University pursuant to the requirements of Section 20.1). With respect to a Leasehold Mortgage regarding which the University has been provided notice in accordance with the Leasehold Mortgagee Notice Requirements, unless the Leasehold Mortgagee has otherwise advised the University in writing, all payments to the Concessionaire to be made by the University under this Agreement shall be made to the institution acting as the collateral agent or depository under the financing secured by such Leasehold Mortgage.

Section 19.3. Leasehold Mortgagee's Right to Cure. The Leasehold Mortgagee shall have a period of Sixty (60) Days with respect to any Concessionaire Default beyond any cure period expressly provided to the Concessionaire herein, in which to cure or cause to be cured any such Concessionaire Default; provided, however, that such Sixty (60) Day period shall be extended if the Concessionaire Default may be cured but cannot reasonably be cured within such period of 60 days, and the Leasehold Mortgagee begins to cure such default within such Sixty (60) Day period (or if possession is necessary in order to effect such cure, the Leasehold Mortgagee files the appropriate legal action to commence foreclosure on the liens of the Leasehold Mortgage (or takes other appropriate action to effect a transfer of title to the property subject to such liens) and take possession of the Parking System within such period) and thereafter proceeds with all due diligence to cure such Concessionaire Default (including by proceeding with all due diligence to effect such foreclosure and during such foreclosure action (to the extent practicable) and thereafter to effect such a cure) within a reasonable period of time acceptable to the University, acting reasonably; provided further that if a Leasehold Mortgagee's right to cure a Concessionaire Default has not expired, and the Leasehold Mortgagee is acting to cure such Concessionaire Default in accordance with this Section 19.3, then the University shall not exercise its right to terminate this Agreement by reason of such Concessionaire Default. In furtherance of the foregoing, the University shall permit the Leasehold Mortgagee and its

Representatives the same access to the Parking System as is permitted to the Concessionaire hereunder. The University shall accept any such performance by a Leasehold Mortgagee as though the same had been done or performed by the Concessionaire. Any payment to be made or action to be taken by a Leasehold Mortgagee hereunder as a prerequisite to keeping this Agreement in effect shall be deemed properly to have been made or taken by the Leasehold Mortgagee if such payment is made or action is taken by a nominee, agent or assignee of the rights of such Leasehold Mortgagee. Any exercise of the Leasehold Mortgagee's rights to cure hereunder shall not result in the assumption by such Leasehold Mortgagee of the Concessionaire's obligations hereunder.

Section 19.4. Rights of the Leasehold Mortgagee.

- (a) Subject to the provisions of this Agreement, a Leasehold Mortgagee may (i) enforce its Leasehold Mortgage in any lawful way, (ii) acquire the Concessionaire Interest in any lawful way or (iii) take possession of in any lawful way and manage the Parking System. Upon foreclosure of (or without foreclosure upon exercise of any contractual or statutory power of sale under such Leasehold Mortgage or a deed in lieu) and subject to the provisions of Article 17 (applied to the Leasehold Mortgagee as if it were the Concessionaire, except that Section 17.1(c) will not apply), a Leasehold Mortgagee may Transfer the Concessionaire Interest; provided, however, that no Transfer by a Leasehold Mortgagee shall be effective unless the Transfer is made in accordance with Section 17.1. Any Person to whom the Leasehold Mortgagee Transfers the Concessionaire Interest (including such Leasehold Mortgagee) shall take the Concessionaire Interest subject to any of the Concessionaire's obligations under this Agreement.
- (b) Except as provided in Section 19.3, unless and until a Leasehold Mortgagee (i) forecloses or has otherwise taken ownership of the Concessionaire Interest or (ii) has taken possession or control of the Concessionaire Interest, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and manager has taken possession or control of the Concessionaire Interest by reference to the Leasehold Mortgage, the Leasehold Mortgagee shall not be liable for any of the Concessionaire's obligations under this Agreement or be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except by way of security. If the Leasehold Mortgagee itself or by an agent or a receiver or a receiver and manager is the owner, or is in control or possession of, the Concessionaire Interest, it shall be bound by all liabilities and obligations of the Concessionaire under this Agreement (including the obligation to engage an Operator). Once the Leasehold Mortgagee goes out of possession or control of the Concessionaire Interest or Transfers the Concessionaire Interest to another Person in accordance with the provisions of this Agreement, the Leasehold Mortgagee shall cease to be liable for any of the Concessionaire's obligations under this Agreement accruing thereafter and shall cease to be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except, if the Leasehold Mortgage remains outstanding, by way of security.

Section 19.5. Termination of this Agreement; New Agreement.

- (a) Without prejudice to the rights of a Leasehold Mortgagee under Section 19.3, if this Agreement is terminated prior to the expiration of the Term due to a Concessionaire Default (in which case the University shall notify the Leasehold Mortgagee of such termination) or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' rights generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the University agrees to enter into a new concession and lease agreement of the Parking System with the Leasehold Mortgagee (or its designee or nominee, provided that such designee or nominee either is controlled by the Leasehold Mortgagee (or by the holders of the Leasehold Mortgage Debt)) or is Approved by the University as Transferee under Section 17.1) for the remainder of the original stated Term upon all of the covenants, agreements, terms, provisions and limitations of this Agreement (the "New Agreement"), effective as of the date of such termination, but only on and subject to the satisfaction of all of the following requirements and conditions: (i) such Leasehold Mortgagee commits in writing to the University, in a notice delivered to the University, within Thirty (30) Days after the University delivers the termination notice to Leasehold Mortgagee (or, if later, upon the termination of any cure period granted to the Leasehold Mortgagee pursuant to Section 19.3) or within Thirty (30) Days after the effective date of such rejection or disaffirmance, as the case may be, that the Leasehold Mortgagee (or its designee or nominee) will enter into the New Agreement, which notice is accompanied by a copy of such New Agreement, duly executed and acknowledged by the Leasehold Mortgagee (or its designee or nominee); (ii) the Leasehold Mortgagee (or its designee or nominee) pays or causes to be paid to the University, at the time of the execution and delivery of the New Agreement, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement but for such termination; (iii) provided the University furnishes a statement or invoice for such costs the Leasehold Mortgagee pays or causes to be paid to the University all reasonable costs and expenses (including legal fees), Taxes, fees, charges and disbursements paid or incurred by the University in connection with such defaults and termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the New Agreement and related agreements and documents specified in such statement or invoice; and (iv) such Leasehold Mortgagee (or its designee or nominee), at the time of such written request, cures all defaults under this Agreement (curable by the payment of money) existing immediately prior to the termination of this Agreement, or, if such defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) commits to the University in the New Agreement to proceed both promptly and diligently, upon the execution of the New Agreement, to cure all such other defaults to the extent such defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure

any such other defaults (and such cure shall be a covenant in the New Agreement).

- (b) Nothing contained in this Section 19.5 shall be deemed to limit or affect the University's interests in and to such Parking System upon the expiration of the Term of the New Agreement. The provisions of this Section 19.5 shall survive the termination of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 19.5 were a separate and independent contract made by the University, the Concessionaire and the Leasehold Mortgagee and, if the Leasehold Mortgagee satisfies the conditions to a New Agreement from the effective date of such termination of this Agreement to the date of execution and delivery of the New Agreement, the Leasehold Mortgagee may use and enjoy the leasehold estate created by this Agreement without hindrance by the University, but only on and subject to the terms and provisions of this Agreement.
- (c) If the circumstances described in Section 19.5(a) occur, and the University determines, based on the written legal advice of counsel, that termination of this Agreement and the entry into a New Agreement by and among the University and the Leasehold Mortgagee could violate applicable provisions of the Laws of the State of Ohio governing procurement by the University then, in lieu of entering in a New Agreement and in satisfaction of its obligations under this Section 19.5, the University agrees to enter into an Assignment and Assumption Agreement pursuant to Section 19.8.

Section 19.6. Recognition of Leasehold Mortgagee. If there is more than one Leasehold Mortgagee, only that Leasehold Mortgagee, to the exclusion of all other Leasehold Mortgagees, whose notice was earliest received by the University pursuant to the Leasehold Mortgagee Notice Requirements, shall have the rights as a Leasehold Mortgagee under this Article 19, unless such Leasehold Mortgagee has designated in writing another Leasehold Mortgagee to exercise such rights. Such Leasehold Mortgagee may act as agent for a group or syndicate of one or more Institutional Lenders and such Leasehold Mortgagee and Institutional Lenders may freely assign or sell interests and/or participations in the loans to any other Institutional Lender.

Section 19.7. University's Right to Purchase Leasehold Mortgages.

- (a) If any default by the Concessionaire has occurred under a Leasehold Mortgage and has not been cured within applicable cure periods, or any act, condition or event has occurred which would permit a Leasehold Mortgagee to declare all or part of the indebtedness secured by a Leasehold Mortgage to be immediately due and payable (or, in the case of a Leasehold Mortgage that is a lease, to terminate the lease), then the University shall have Thirty (30) Days after the date on which such Leasehold Mortgagee shall serve notice upon the University in writing ("Leasehold Mortgagee's Notice") that such Leasehold Mortgagee intends to commence proceedings to foreclose the Leasehold Mortgage or, in the case of a Leasehold Mortgagee that is a Lessor to terminate the lease (stating the

calculation of the purchase price pursuant to Section 19.7(c)), during which Thirty (30) Day period the University shall have the right and option (the "University's Option") to purchase from all Leasehold Mortgagees their Leasehold Mortgages, upon the terms and subject to the conditions contained in this Section 19.7.

- (b) The University's Option shall be exercised by notice served upon the Concessionaire and all Leasehold Mortgagees within such Thirty (30) Day period. Time shall be of the essence as to the exercise of the University's Option. If the University's Option is duly and timely exercised, the University shall purchase and all Leasehold Mortgagees shall assign their Leasehold Mortgages to the University (or its designee) on the date which is Sixty (60) Days after the date on which a Leasehold Mortgagee's Notice is served upon the University. The closing shall take place at a mutually convenient time and place.
- (c) The purchase price payable by the University shall be equal to the aggregate amounts secured by such Leasehold Mortgages (including principal, interest, fees, premiums, Breakage Costs and other costs, expenses (including attorneys' fees) and any other amounts secured thereby) as of the closing date of the purchase. The purchase price shall be paid in full in cash at closing by wire transfer or other immediately available funds. The purchase price shall be paid by the University to each respective Leasehold Mortgagee, to be applied by the Leasehold Mortgagee to the amounts secured by the Leasehold Mortgage owed to such Leasehold Mortgagee, subject to the priorities of lien of such Leasehold Mortgages.
- (d) At the closing and upon payment in full of the purchase price each Leasehold Mortgagee shall assign its Leasehold Mortgage to the University, together with any security interest held by it in the Concessionaire Interest, without recourse, representations, covenants or warranties of any kind, provided that such Leasehold Mortgages and security interests shall be deemed modified to secure the amount of the aggregate purchase price paid by the University to all Leasehold Mortgagees (rather than the indebtedness theretofore secured thereby) payable on demand, with interest and upon the other items referred to in this Section 19.7(d). Each such assignment shall be in form for recordation or filing, as the case may be. The University shall be responsible for paying any Taxes payable to any Governmental Authority upon such assignment. Such assignment shall be made subject to such state of title of the Parking System as shall exist at the date of exercise of the University's Option.
- (e) Any Leasehold Mortgage shall contain an agreement of the Leasehold Mortgagee to be bound by the provisions of this Section 19.7, and the University shall have the right to receive all notices of default under any Leasehold Mortgage.

Section 19.8. Assignment and Assumption Agreement.

- (a) The provisions of this Section 19.8 shall be in effect whenever either (i) the University has made the determination contemplated by Section 19.5(c) or (ii) the University, with the written consent of the Leasehold Mortgagee, have determined to proceed under this Section 19.8 in lieu of under Section 19.5.
- (b) Without prejudice to the rights of a Leasehold Mortgagee under Section 19.3, if either (i) the University have given a notice of termination of this Agreement due to Concessionaire Default pursuant to Section 16.1(b), or (ii) this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' right generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the University agrees to cooperate with a Leasehold Mortgagee in order to effectuate such Leasehold Mortgagee's rights under the Leasehold Mortgage to step-in, assume or assign this Agreement, in accordance with the procedures, terms and conditions of this Section 19.8.
- (c) Upon notification and satisfaction of all of the conditions and requirements in Section 19.8(d), the University agrees that this Agreement shall not be deemed terminated, but may be assumed by a Leasehold Mortgagee or by a designee or nominee of such Leasehold Mortgagee who is either controlled by the Leasehold Mortgagee (or by the holders of the Leasehold Mortgage Debt) or is Approved by the University as a Transferee under Section 17.1, for the remainder of the original stated Term of this Agreement, and as evidence of such assignment and assumption the University agrees to execute an amended and restated concession and lease agreement for the Parking System upon all of the covenants, agreements, terms, provisions and limitations of this Agreement (the "Assignment and Assumption Agreement").
- (d) This Agreement may be so assigned and assumed pursuant to an Assignment and Assumption Agreement upon and subject to satisfaction of all of the following requirements and conditions:
 - (i) Such Leasehold Mortgagee must commit in writing to the University, in a notice delivered to the University within the later of Thirty (30) Days after the University delivers the termination notice to Leasehold Mortgagee or upon the termination of any cure period granted to such Leasehold Mortgagee pursuant to Section 19.3, or within Thirty (30) Days after the effective date of any rejection or disaffirmance of this Agreement in a bankruptcy proceeding, as the case may be, that such Leasehold Mortgagee (or its designee or nominee) will assume this Agreement and enter into the Assignment and Assumption Agreement, which notice is accompanied by a copy of such Assignment and Assumption Agreement duly executed and acknowledged by such Leasehold Mortgagee (or its designee or nominee).
 - (ii) Such Leasehold Mortgagee (or its designee or nominee) shall pay or cause to be paid to the University, at the time that the Assignment and

Assumption Agreement is fully executed, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement.

- (iii) Such Leasehold Mortgagee (or its designee or nominate) shall pay or cause to be paid to the University all reasonable costs and expenses (including legal fees), Taxes, fees, charges and disbursements paid or incurred by the University in connection with such defaults and notice of termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the Assignment and Assumption Agreement and related agreements and documents. The University shall provide an invoice to such Leasehold Mortgagee of such costs, and the Leasehold Mortgagee or its designee or nominee shall pay such invoiced costs within Five (5) Days of the receipt of such invoice.
- (iv) Such Leasehold Mortgagee (or its designee or nominee), at the time of the notice provided under Section 19.8(d)(i), shall cure all defaults under this Agreement (including all such defaults curable by the payment of money) existing immediately prior to the notice of termination issued pursuant to Section 16.1(b), or, if such defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) shall commit to the University in the Assignment and Assumption Agreement to proceed both promptly and diligently, upon the execution of the Assignment and Assumption Agreement, to cure all such other defaults to the extent such defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other defaults (and such obligation to cure shall be a covenant in the Assignment and Assumption Agreement).
- (e) If a Leasehold Mortgagee gives the University a notice as provided in Section 19.8(d)(i), the University and Leasehold Mortgagee agree to cooperate with respect to taking any appropriate actions required to regain and transfer possession of the Parking System and the Parking System Assets, including (i) seeking surrender of possession in any bankruptcy proceedings; (ii) seeking relief from any automatic stay in bankruptcy provisions and pursuit of state law remedies to obtain possession and to foreclose on the Leasehold Mortgage interest and assume the Concessionaire's position as provided in Section 19.4 of this Agreement; provided that any costs incurred by the University under this provision shall be reimbursed by the Leasehold Mortgagee (or its designee or nominee) as provided in Section 19.8(d)(iii).

Section 19.9. Right to Dispute Resolution. In each case specified in this Agreement in which resort to dispute resolution is authorized, a Leasehold Mortgagee shall have the right and privilege if an event of default under the Leasehold Mortgage then exists and notice has been given to the University as contemplated by Section 19.1(f), in the Concessionaire's name, place

and stead, to obtain and participate in such dispute resolution upon notice to the University in accordance with Article 18; provided that the Leasehold Mortgagee agrees to be bound by the outcome of the dispute resolution process.

ARTICLE 20
MISCELLANEOUS

Section 20.1. Notice. All notices, other communications and approvals required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be delivered, sent by facsimile (with hard copy sent via mail), certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the University:

The Ohio State University
Finance Department
108 Bricker Hall,
190 North Oval Mall
Columbus, Ohio 43210
Attention: Chief Financial Officer

With a copy to:

The Ohio State University
Office of the General Counsel
100 Bricker Hall,
190 North Oval Mall
Columbus, Ohio 43210
Attention: General Counsel

With a copy to:

Jones Day
77 West Wacker Drive
Chicago, Illinois 60601
Attention: Brian L. Sedlak, Esq.

- (b) in the case of the Concessionaire:

CampusParc LP
c/o Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, Delaware 19808

With a copy to:

Ross Israel
Head of Global Infrastructure
QIC Global Infrastructure
Level 5 Central Plaza Two,
66 Eagle Street
GPO Box 2242
Brisbane,
Qld 4001 Australia
Fax +61 7 3009 6869
Email: r.israel@qic.com

With a copy to:

Michael Angelini
Principal - Legal Counsel
QIC Global Infrastructure
Level 5 Central Plaza Two,
66 Eagle Street
GPO Box 2242
Brisbane,
Qld 4001 Australia
Fax +61 7 3360 3979
Email: m.angelini@qic.com
Email: infrastructurereporting@qic.com

With a copy to:

CampusParc LP
c/o Frost Brown Todd LLC
One Columbus, Suite 2300
10 West Broad Street
Columbus, Ohio 43215-3467
Attention: President

With a copy to:

Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: Andrew Fraiser, Esq.
Fax: +1 212-610-6399
Email: Andrew.Fraiser@allenoverly.com

or such other persons or addresses as either Party may from time to time designate by notice to the other. A notice, other communication or approval shall be deemed to have been sent and received (i) on the Day it is delivered, or if such Day is not a Business Day or if the notice is received after ordinary office hours (time of place of receipt), the notice, other communication or

approval shall be deemed to have been sent and received on the next Business Day, or (ii) on the Fourth (4th) Business Day after mailing if sent by U.S. registered or certified mail.

Section 20.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other.

Section 20.3. Amendment. This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties.

Section 20.4. Waiver of Rights. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Section 20.5. Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If any provision of this Agreement or the application thereof to any Person or circumstance is held or deemed to be or determined to be invalid, inoperative or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable Law, or public policy, or for any other reason, (i) such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, and (ii) the Parties shall negotiate in good faith to amend this Agreement to implement the provisions set forth herein. If the Parties cannot agree on an appropriate amendment, either Party may refer the matter for determination pursuant to the dispute resolution procedure in Article 18. If, by means of the dispute resolution procedure, the Parties are unable, as a result of applicable Law, to resolve the matter in a manner that effectively entitles the University to have the same rights after the aforesaid determination of invalidity or unenforceability as before, the University shall have the right to enact, and cause to come into force, any Law to provide for the same or substantially the same rights as were determined to be invalid or unenforceable.

Section 20.6. Governing Law; Waiver of Jury Trial. This Agreement shall be governed by, and interpreted and enforced in accordance with, the Laws in force in the State of Ohio (excluding any conflict of laws rule or principle which might refer such interpretation to the Laws of another jurisdiction). **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 20.7. Submission to Jurisdiction. Subject to Article 18, any action or proceeding against any Party relating in any way to this Agreement may be brought and enforced in the federal or state courts in the State of Ohio in Franklin County, and each of the Concessionaire and the University hereby irrevocably submits to the jurisdiction of such courts with regard to any such action or proceeding, and irrevocably waives, to the fullest extent permitted by applicable Law, any objection it may have now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Service of process on the University may be made, either by registered or certified mail addressed as provided for in Section 20.1. Service of process on the Concessionaire may be made either by registered or certified mail addressed as provided for in Section 20.1 or by delivery to the Concessionaire's registered agent for service of process in the State of Ohio. If the Concessionaire is presented with a request for Documents by any administrative agency or with a subpoena duces tecum regarding any Documents which may be in its possession by reason of this Agreement, the Concessionaire shall give prompt notice to the University. The University may contest such process by any means available to it before such Documents are submitted to a court or other third party; provided, however, that the Concessionaire shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency or required by Law, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 20.8. Further Acts. The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will, at any time and from time to time, execute and deliver or cause to be executed and delivered such further instruments and assurances and take such further actions as may be reasonably requested by the other Party in order to cure any defect in the execution and/or delivery of this Agreement.

Section 20.9. Costs. Except as otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

Section 20.10. Interest. Any amount payable under this Agreement and not paid when due shall bear interest at a variable nominal rate per annum equal on each Day to the Bank Rate then in effect, from the date such payment is due until payment and both before and after judgment.

Section 20.11. Inurement and Binding Effect. This Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns and is binding upon the Parties and their respective successors and assigns.

Section 20.12. No Partnership or Third Party Beneficiaries. Except as expressly provided herein to the contrary, nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the University and the Concessionaire, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any Person not a party to this Agreement, other than, in the case of Sections 3.11, 10.2, 12.3, 13.3, 14.2, 16.4, 17.1, 17.2 and Article 19, any Leasehold Mortgagee.

Section 20.13. Cumulative Remedies. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 20.14. Counterparts; Facsimile Execution. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the University and the Concessionaire have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

THE OHIO STATE UNIVERSITY

BY: [Signature]
PRINTED: Geoffrey S Chatas
ITS: Chief Financial Officer

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared Geoffrey S. Chatas, the CFO of The Ohio State University, who acknowledged before me that she/he did sign the foregoing instrument on behalf of The Ohio State University.


IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 28th day of June, 2012.

[Signature]
NOTARY PUBLIC

MICHAEL A. MITCHELL, ATTY.
NOTARY PUBLIC • STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

CAMPUSPARC LP, a Delaware limited partnership

BY: **OSU MANAGEMENT GP INC.**, a
Delaware corporation, its General Partner

BY: 
David Teed, President

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)



Guylando Moreno, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

BEFORE ME, a Notary Public, in and for said county and state, personally appeared David Teed, the President of OSU Management GP Inc., a Delaware corporation, the general partner of CampusParc LP, a Delaware limited partnership, who acknowledged before me that he did sign the foregoing instrument on behalf of CampusParc LP for the purposes set forth therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27th day of June, 2012


NOTARY PUBLIC

**SCHEDULES FOR THE
LONG-TERM LEASE AND CONCESSION AGREEMENT
FOR THE OHIO STATE UNIVERSITY PARKING SYSTEM**

SCHEDULE 1

BOARD RESOLUTION

**AUTHORIZATION OF THE LONG-TERM LEASE AND CONCESSION AGREEMENT
FOR THE OHIO STATE UNIVERSITY PARKING SYSTEM**

Resolution No. _____

Synopsis: Authorization of that certain Long-Term Lease and Concession Agreement for The Ohio State University Parking System, including authorization of the concessionaire thereunder, performance of all obligations thereunder and execution and delivery of documents in connection therewith.

WHEREAS, the Board of Trustees (the "Board") of The Ohio State University (the "University") previously took formal action pursuant to the Board's Resolutions No. 2012-14, dated as of September 9, 2011, to pursue the lease and concession of the University's parking system;

WHEREAS, the lease and concession of the University's parking system is important in meeting the objectives and requirements previously set forth by the Board and the president of the University (the "President");

WHEREAS, (a) a bidding process with respect to the Concession Agreement (as defined below) was established pursuant to a Request for Proposals dated as of April 25, 2012 (as amended and supplemented by the University, the "RFP"), and conducted by the University (such process, the "Bidding Process") and (b) three bids from such Bidding Process were accepted for consideration;

WHEREAS, QIC Private Capital Pty Ltd ("QIC"), acting on behalf of its managed funds and clients, submitted a bid of \$483 million on Form 1 of the RFP in accordance with the terms thereof and, at the University's request, submitted a bid in the same amount on Form 5 of the RFP marked "5.5% Rate Increase Scenario," together with security therefor in the amount of \$40,000,000, in each case in a form satisfactory to the University;

WHEREAS, pursuant to the Bidding Process, the President and chief financial officer of the University (the "Chief Financial Officer") recommend to the Board that CampusParc LP, a Delaware limited partnership which is owned indirectly by certain managed funds and clients of QIC (the "Concessionaire"), be chosen as the concessionaire under the Concession Agreement;

WHEREAS, it is proposed that the University enter into a Long-Term Lease and Concession Agreement for The Ohio State University Parking System (the "Concession Agreement") with the Concessionaire, on such terms and conditions set forth in, and in substantially the form of, the draft of the Long-Term Lease and Concession Agreement for The Ohio State University Parking System (the "Draft Concession Agreement") attached hereto as Exhibit A;

NOW THEREFORE BE IT RESOLVED, that the Board has determined that it is in the best interests of the University to enter into the Concession Agreement with the Concessionaire and the Related Documents (as defined below), to perform the obligations arising under, or in connection with, the Concession Agreement and the Related Documents (collectively, the “Transaction Obligations”), and to otherwise consummate the transactions contemplated thereby (the “Transaction”);

BE IT FURTHER RESOLVED, that the Board has reviewed the Bidding Process and accepts the recommendation of the Chief Financial Officer, selecting the Concessionaire as the concessionaire under the Concession Agreement;

BE IT FURTHER RESOLVED, that the Board hereby authorizes the University (1) to enter into the Concession Agreement with the Concessionaire and into any other documents and agreements that the President and the Chief Financial Officer (the “Authorized Officers”), or either of them, deems necessary, advisable or appropriate in connection with the Concession Agreement (including, without limitation, a Memorandum of Lease Agreement and one or more consent agreements and estoppel certificates contemplated by the Concession Agreement for the benefit of the Leasehold Mortgagee (as defined in the Concession Agreement)) (collectively, the “Related Documents”), such Authorized Officer’s execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, (2) to take such actions as any Authorized Officer deems necessary, advisable or appropriate to perform the Transaction Obligations and to otherwise consummate the Transaction, such actions not to be materially inconsistent with the terms of the Draft Concession Agreement, such Authorized Officer’s taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof;

BE IT FURTHER RESOLVED, that the Board hereby authorizes and directs the Authorized Officers, or either of them, upon consultation with the Chair of the Finance Committee of this Board, the Senior Vice President for Legal Affairs and General Counsel, any outside counsel or advisors retained for this purpose and such other members of the senior leadership of the University that any Authorized Officer deems necessary, advisable or appropriate, subject to the terms, limitations and conditions prescribed in this resolution, (1) to negotiate, execute, acknowledge and deliver the Concession Agreement and any Related Document on such terms as any Authorized Officer deems necessary, advisable or appropriate, such terms not to be materially inconsistent with the Draft Concession Agreement, with such Authorized Officer’s execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, (2) to take such actions as any Authorized Officer deems necessary, advisable or appropriate to perform the Transaction Obligations and to otherwise consummate the Transaction, such actions not to be materially inconsistent with the terms of the Draft Concession Agreement, with such Authorized Officer’s taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof;

BE IT FURTHER RESOLVED, that all actions previously taken by any Authorized Officer or employee of the University, by or on behalf of the University in connection with the Transaction be, and each of the same hereby is, adopted, ratified, confirmed and approved in all respects;

BE IT FURTHER RESOLVED, that it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and

BE IT FURTHER RESOLVED, that this resolution shall take effect and be in force immediately upon its adoption.

EXHIBIT A

Draft Concession Agreement

**LONG-TERM LEASE AND CONCESSION AGREEMENT FOR
THE OHIO STATE UNIVERSITY PARKING SYSTEM**

dated as of

[●]

by and between

THE OHIO STATE UNIVERSITY

and

CAMPUSPARC LP

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS AND INTERPRETATION	1
Section 1.1. Definitions.....	1
Section 1.2. Number and Gender	21
Section 1.3. Headings	21
Section 1.4. References to this Agreement	22
Section 1.5. References to Any Person.....	22
Section 1.6. Meaning of Including.....	22
Section 1.7. Meaning of Discretion	22
Section 1.8. Meaning of Notice	22
Section 1.9. Consents and Approvals	22
Section 1.10. Trade Meanings	22
Section 1.11. Laws	22
Section 1.12. Currency.....	22
Section 1.13. Generally Accepted Accounting Principles	22
Section 1.14. Calculation of Time	22
Section 1.15. Approvals, Consents and Performance by the University	23
Section 1.16. Incorporation of Schedules	24
ARTICLE 2 THE TRANSACTION; CLOSING; CONDITIONS PRECEDENT; COVENANTS	24
Section 2.1. Grant of Concession.....	24
Section 2.2. Closing	24
Section 2.3. Deposit	25
Section 2.4. Conditions Precedent; Termination	26
Section 2.5. Covenants.....	29
Section 2.6. Intended Treatment for Federal and State Income Tax Purposes	34
Section 2.7. Closing Deliveries.....	35
Section 2.8. Memorandum of Lease	35
ARTICLE 3 TERMS OF THE CONCESSION	36
Section 3.1. Quiet Enjoyment and Present Condition.....	36
Section 3.2. Parking System Operations.....	36
Section 3.3. Operator	40
Section 3.4. Authorizations; Qualifications	43
Section 3.5. No Encumbrances	43
Section 3.6. Single Purpose Covenants.....	44
Section 3.7. Rights of the University to Access and Perform Work on the Parking System and Utilize Space for Renewable Energy Resources	45
Section 3.8. Payment of Taxes.....	47
Section 3.9. Utilities.....	48
Section 3.10. Notices of Defaults and Claims	49
Section 3.11. Assignment of Operating Agreements and Plans	50
Section 3.12. Use of Information and Records	51

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 3.13. Parking System Assets	51
Section 3.14. Payments by the University	51
Section 3.15. Naming Rights, Other Revenue Activities and Commercial Advertisements and Activities	52
Section 3.16. Reversion of Parking System.....	53
Section 3.17. Police, Fire, Emergency and Public Safety Access Rights.....	53
Section 3.18. Negotiations with Governmental Authorities	53
Section 3.19. Administration of the Public Way	53
Section 3.20. Air Rights.....	54
Section 3.21. Ongoing Ancillary Services.....	54
ARTICLE 4 CAPITAL IMPROVEMENTS	54
Section 4.1. Concessionaire Responsibility for Capital Improvements.....	54
Section 4.2. Authorizations Related to Capital Improvements.....	54
Section 4.3. University Responsibility for Capital Improvements	55
Section 4.4. Required Payment Options	55
ARTICLE 5 MODIFICATIONS	56
Section 5.1. University Directives	56
Section 5.2. Other Construction.....	56
Section 5.3. Concessionaire Requests.....	57
Section 5.4. Performance of Modifications	57
ARTICLE 6 OPERATING STANDARDS.....	57
Section 6.1. Compliance with Operating Standards	57
Section 6.2. Proposed Operating Standards.....	58
Section 6.3. Modified Operating Standards.....	58
ARTICLE 7 REVENUES, DESIGNATION OF PERMITS AND PARKING SPACES AND CLOSURE OF PARKING SPACES	59
Section 7.1. Schedule of Parking Fees.....	59
Section 7.2. Changes to Permits or Parking Spaces.....	60
Section 7.3. Notice.....	62
Section 7.4. Payments for Permanent Removal.....	62
Section 7.5. Special Events and Global Events	62
Section 7.6. Additional Parking Spaces.....	64
Section 7.7. Changes in Parking Rules, Regulations and Adjudication	64
Section 7.8. Increases in Parking Fees.....	64
Section 7.9. Right to Challenge	64
Section 7.10. Mitigation of Temporary Closure	65
ARTICLE 8 REPORTING; AUDITS; INSPECTIONS.....	65
Section 8.1. Reports	65

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 8.2. Information	66
Section 8.3. Inspection, Audit and Review Rights of the University	67
Section 8.4. Audits, Assistance, Inspections and Approvals	68
ARTICLE 9 REPRESENTATIONS AND WARRANTIES.....	68
Section 9.1. Representations and Warranties of the University.....	68
Section 9.2. Representations and Warranties of the Concessionaire	71
Section 9.3. Non-Waiver.....	73
Section 9.4. Survival.....	73
ARTICLE 10 FINANCE OBLIGATIONS	74
Section 10.1. Concessionaire’s Obligations.....	74
Section 10.2. University’s Obligations	74
Section 10.3. Concessionaire’s Obligation for Estoppel Certificates	75
Section 10.4. Prohibited Tax Shelter Transactions.....	75
ARTICLE 11 COMPLIANCE.....	75
Section 11.1. Compliance with Laws	75
Section 11.2. Non-Discrimination	75
Section 11.3. Compliance with Wage and Hour Laws	76
Section 11.4. Non-Collusion.....	76
Section 11.5. Conflict of Interest	76
Section 11.6. Drug-Free Workplace Certification	76
Section 11.7. Minority-Owned and Women-Owned Business Enterprises.....	77
Section 11.8. Financial and Audit Standards	77
ARTICLE 12 PAYMENT OBLIGATIONS	77
Section 12.1. Certain Payment Obligations of the Concessionaire	77
Section 12.2. Certain Payment Obligations of the University	77
Section 12.3. Agency for Representatives	78
Section 12.4. Third Party Claims	78
Section 12.5. Direct Claims	79
Section 12.6. Failure to Give Timely Notice	79
Section 12.7. Reductions and Subrogation	80
Section 12.8. Payment and Interest.....	80
Section 12.9. Limitation on Certain Claims.....	80
Section 12.10. Other Matters	81
Section 12.11. Offset Rights; Limitations on Certain Damages.....	81
Section 12.12. Governmental Immunity	81
Section 12.13. Survival.....	81
ARTICLE 13 INSURANCE.....	82
Section 13.1. Insurance Coverage Required	82

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 13.2. Additional Requirements	84
Section 13.3. Damage and Destruction.....	87
ARTICLE 14 ADVERSE ACTIONS.....	91
Section 14.1. Adverse Action	91
Section 14.2. Termination.....	92
Section 14.3. Right of University to Remedy.....	93
Section 14.4. Other Actions by Governmental Authorities	93
ARTICLE 15 DELAY EVENTS AND CONCESSION COMPENSATION.....	94
Section 15.1. Delay Events	94
Section 15.2. Relationship to Compensation Event.....	95
Section 15.3. Notice of Compensation Events.....	96
Section 15.4. Incremental Payments of Concession Compensation	96
Section 15.5. Settlement Compensation	97
ARTICLE 16 DEFAULTS; LETTERS OF CREDIT	99
Section 16.1. Default by the Concessionaire	99
Section 16.2. Default by the University	102
Section 16.3. Letters of Credit	105
Section 16.4. Consequences of Termination or Reversion	108
Section 16.5. Termination Other Than Pursuant to Agreement.....	110
ARTICLE 17 RESTRICTIONS ON TRANSFERS.....	110
Section 17.1. Transfers by the Concessionaire	110
Section 17.2. Assignment by the University.....	112
ARTICLE 18 DISPUTE RESOLUTION	112
Section 18.1. Scope.....	112
Section 18.2. Informal Dispute Resolution Procedures	112
Section 18.3. Mediation	112
Section 18.4. Litigation.....	113
Section 18.5. Provisional Remedies.....	113
Section 18.6. Tolling.....	113
ARTICLE 19 LENDERS.....	113
Section 19.1. Leasehold Mortgages	113
Section 19.2. Notices and Payments to Leasehold Mortgagees.....	115
Section 19.3. Leasehold Mortgagee’s Right to Cure	115
Section 19.4. Rights of the Leasehold Mortgagee	115
Section 19.5. Termination of this Agreement; New Agreement	116
Section 19.6. Recognition of Leasehold Mortgagee	118
Section 19.7. University’s Right to Purchase Leasehold Mortgages.....	118

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 19.8. Assignment and Assumption Agreement.....	119
Section 19.9. Right to Dispute Resolution.....	121
ARTICLE 20 MISCELLANEOUS	121
Section 20.1. Notice	121
Section 20.2. Entire Agreement	122
Section 20.3. Amendment.....	123
Section 20.4. Waiver of Rights	123
Section 20.5. Severability	123
Section 20.6. Governing Law; Waiver of Jury Trial	123
Section 20.7. Submission to Jurisdiction	123
Section 20.8. Further Acts	124
Section 20.9. Costs.....	124
Section 20.10. Interest.....	124
Section 20.11. Inurement and Binding Effect.....	124
Section 20.12. No Partnership or Third Party Beneficiaries.....	124
Section 20.13. Cumulative Remedies	124
Section 20.14. Counterparts; Facsimile Execution	124

SCHEDULES

Schedule 1	Board Resolution
Schedule 2	Operating Standards
Schedule 3	Parking Garages, Parking Lots and Parking System Assets
Schedule 4	Parking System Contracts
Schedule 5	Parking Fees
Schedule 6	Form of Trademark License Agreement
Schedule 7	Form of Legal Opinion of Counsel to the University
Schedule 8	Form of Legal Opinion of Counsel to the Concessionaire
Schedule 9	Financial Information
Schedule 10	Special Events
Schedule 11	University Withheld Payments
Schedule 12	Capital Improvements
Schedule 13	Competing Parking Area Map
Schedule 14	Computer Systems and Software
Schedule 15	Parking Permits
Schedule 16	Excluded Leases
Schedule 17	Garage Offices
Schedule 18	Form of Memorandum of Lease
Schedule 19	Ongoing Ancillary Services
Schedule 20	University Leases

LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE OHIO STATE UNIVERSITY PARKING SYSTEM

THIS LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE OHIO STATE UNIVERSITY PARKING SYSTEM (this "Agreement") is made and entered into as of this [●] day of [●], 2012 by and between The Ohio State University (the "University"), and CampusParc LP, a Delaware limited partnership (the "Concessionaire").

RECITALS

WHEREAS, the University has established a Parking System (as defined herein) and owns the Parking Facilities and the Parking System Assets (both, as defined herein); and

WHEREAS, pursuant to Section 3345.11 of the Ohio Revised Code and under the terms and conditions of that certain resolution adopted by the Board of Trustees of the University (the "Board") on [●] and attached hereto as Schedule 1, the University is authorized to enter into the Transaction (as defined herein); and

WHEREAS, the Concessionaire desires to lease the Parking Facilities from the University, and obtain a grant from the University of the right to operate, maintain and improve the Parking System for the Term (as defined herein) of this Agreement in connection therewith, all as hereinafter provided; and

WHEREAS, the University desires to lease the Parking Facilities to the Concessionaire and grant the Concessionaire the right to operate, maintain and improve the Parking System for the Term of this Agreement in connection therewith, all as hereinafter provided; and

WHEREAS, the Concessionaire agrees to lease the Parking Facilities and to operate, maintain and improve the Parking System in accordance with the provisions of this Agreement including the Operating Standards (as defined herein); and

NOW THEREFORE, for and in consideration of the premises, the mutual covenants, representations, warranties and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties (as defined herein) covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1. Definitions. Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

"AAA" means the American Arbitration Association.

"AA-Compensation" has the meaning ascribed thereto in Section 14.1(b).

"AA-Dispute Notice" has the meaning ascribed thereto in Section 14.1(c).

“AA-Notice” has the meaning ascribed thereto in Section 14.1(c).

“AA-Preliminary Notice” has the meaning ascribed thereto in Section 14.1(c).

“Additional Coverages” has the meaning ascribed thereto in Section 13.2(m).

“Additional Parking Spaces” has the meaning ascribed thereto in Section 7.6.

“Adjusted for Inflation” means adjusted by the percentage increase, if any, or decrease, if any, in the Index during the applicable adjustment period.

“Adverse Action” has the meaning ascribed thereto in Section 14.1(a).

“Affected Property” means any public or private property, including helicopter landing facilities, green-houses, elevated pedestrian sky walks or bridges that connect a Parking Garage to another structure that is not another Parking Garage, mechanical rooms and mechanical equipment that serves University property and does not solely serve a Parking Garage, parks, highways, streets, roads, roadways, railroads, rail or other transit ways, and any ancillary facilities related to any of the foregoing, under the jurisdiction or control of the University, any other Governmental Authority or any other Person that is located above, within the boundaries of, intersects with, crosses over or under or is adjacent to any Parking Space or Parking Facility or any part thereof.

“Affiliate”, when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries has a Ten Percent (10%) or more voting or economic interest in such specified Person or controls, is controlled by or is under common control with (which shall include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, and a Person shall be deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (for purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a managed fund or trust shall be deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

“Agreement” has the meaning ascribed thereto in the preamble to this Agreement (including all Schedules referred to herein), as amended from time to time in accordance with the terms hereof.

“Alternative Proposed Settlement Compensation” has the meaning ascribed thereto in Section 15.5(b).

“Approval”, “Approved”, “Approves”, “Approved by the University” and similar expressions mean approved or consented to by the University in accordance with the provisions of Section 1.15.

“Assignment and Assumption Agreement” has the meaning ascribed thereto in Section 19.8(c).

“Assumed Liabilities” has the meaning ascribed thereto in Section 3.2(c).

“Audit and Review” and similar expressions mean, with respect to any matter or thing relating to the Parking System, the Parking System Operations or this Agreement, the performance by or on behalf of the University of such reviews, investigations, inspections and audits relating to such matter or thing as the University may reasonably determine to be necessary in the circumstances, conducted in each case in accordance with applicable United States industry accepted practices, if any, or as required by Law, but in accordance with the provisions of this Agreement.

“Authorization” means any approval, certificate of approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit, notarization or other requirement of any Person that applies to the Parking System or is reasonably required from time to time for the Parking System Operations.

“Bank Rate” means the Three (3) month London Interbank Offered Rate (LIBOR) (or any successor rate thereto) as reported in The Wall Street Journal (or any successor thereof).

“Bid Date” means May 30, 2012.

“Board” has the meaning ascribed thereto in the Recitals to this Agreement.

“Breakage Costs” means any breakage costs, make-whole premium payments, termination payments or other prepayment amounts (including debt premiums and interest rate hedge termination costs) that are required to be paid by the Concessionaire with respect to Leasehold Mortgage Debt as a result of the early repayment of such Leasehold Mortgage prior to its scheduled maturity date.

“Business Day” means any Day that is neither a Saturday, a Sunday nor a Day observed as a holiday by the University, the State of Ohio or the United States government.

“Capital Improvement” means any improvement to the structural, electrical or mechanical components of the Parking Facilities or any maintenance, repair or replacement expenditure in excess of \$100,000 with respect to the Parking System.

“Cash Deposit” has the meaning ascribed thereto in Section 2.3(a).

“Casualty Cost” has the meaning ascribed thereto in Section 13.3(a).

“CE-Dispute Notice” has the meaning ascribed thereto in Section 15.4(b).

“CE-Notice” has the meaning ascribed thereto in Section 15.4(a).

“CE-Preliminary Notice” has the meaning ascribed thereto in Section 15.3.

“Change in Control” means, with respect to any Person, whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, either (i) a change in ownership so that Fifty Percent (50%) or more of the direct or indirect voting or economic interests in such Person is transferred to a Person or group of Persons acting in concert, (ii) the power directly or indirectly to direct or cause the direction of management and policy of such Person, whether through ownership of voting securities, by contract, management agreement, or common directors, officers or trustees or otherwise, is transferred to a Person or group of Persons acting in concert or (iii) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of such Person; provided, however, that notwithstanding anything to the contrary set forth in this definition, none of the following shall constitute a Change in Control for the purposes of this Agreement:

- (a) Transfers of direct or indirect ownership interests in the Concessionaire between or among Persons that are majority-owned Affiliates of each other or Persons who are under common control, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise;
- (b) Transfers of shares of the Concessionaire or the direct or indirect shareholders of the Concessionaire pursuant to bona fide open market transactions on the New York Stock Exchange, NASDAQ, London Stock Exchange or comparable U.S. or foreign securities exchange, including any such transactions involving an initial or “follow on” public offering; *provided that* no Person or group of Persons acting in concert (that is not the Concessionaire) acquires securities such that such Person or group of Persons beneficially owns more than 50% of the publicly traded securities of the Concessionaire;
- (c) Transfers of direct or indirect ownership interests in the Concessionaire by any Equity Participant or its beneficial owner(s) to any Person so long as the Equity Participants or their respective beneficial owner(s) having ownership interests in the Concessionaire as of the this Agreement together retain, in the aggregate, Fifty Percent (50%) or more of the direct or indirect voting or economic interests in the Concessionaire or the power to directly or indirectly direct or cause the direction of management and policy of the Concessionaire, through ownership of voting securities or common directors, officers or trustees;
- (d) any change of ownership that is attributable to a lease, sublease, concession, management agreement, operating agreement or other similar arrangement that is subject and subordinate in all respects to the rights of the University under this Agreement so long as (1) no Change in Control occurs with respect to the Concessionaire, and (2) the Concessionaire remains obligated under this Agreement;
- (e) the creation of a trust or any other transaction or arrangement that is solely a transfer of all or part of the Concessionaire’s economic interest under this Agreement to another entity so long as (1) no Change in Control occurs with respect to the Concessionaire, and (2) the Concessionaire remains obligated under this Agreement; and

- (f) Transfers of direct or indirect ownership interests in the Concessionaire (1) between or among investment funds, including funds that invest in infrastructure, and investors therein; provided that following such Transfer such direct or indirect ownership interests remain under the same common ownership, management or control as existed prior to such Transfer, or (2) from investment funds, including infrastructure funds, or investors therein, to any Person; *provided that* such direct or indirect ownership interests, following consummation of such Transfer, remain under the same management or control that existed prior to such Transfer, it being understood that ownership interests shall be deemed to be controlled by a Person if controlled in any manner whatsoever that results in control in fact, whether directly or indirectly, and whether through share ownership, a trust, a contract or otherwise.

“Claim” means any demand, action, cause of action, suit, proceeding, arbitration, claim, judgment or settlement or compromise relating thereto which may give rise to a right to a payment obligation under Section 12.1 or 12.2.

“Class” or “Classes” means the type or types of Permit(s) currently sold by the University as set forth on Schedule 15.

“Closing” has the meaning ascribed thereto in Section 2.2(a).

“Closing Consideration” has the meaning ascribed thereto in Section 2.1.

“Closing Date” has the meaning ascribed thereto in Section 2.2(a).

“Closing Deposit” has the meaning ascribed thereto in Section 2.3(a).

“Closing Period” means the period between the date hereof up to the Time of Closing.

“Comparable Parking Facilities” means with respect to a Parking Facility, a parking garage or parking lot (whether privately or publicly owned) that is located at a large university, is used in connection with providing parking to such university and is reasonably comparable to the Parking Facility in terms of physical structure, capacity, utilization and the nature of the services provided.

“Compensation Event” means (i) subject to Article 5, the Concessionaire’s compliance with or the implementation of any University Directive or any modified or changed Operating Standard subject to Section 6.3(b), (ii) the occurrence of an Adverse Action, (iii) an event causing a delay described in clauses (iv) and (v) in the definition of “Delay Event”, (iv) any Competing Parking Action; (v) the occurrence of certain events described under Section 2.5(i), Section 2.5(m), Section 3.7, Section 3.19(b), Section 3.21, Section 5.1, Section 5.2(b), Section 6.3(b), Section 7.1(c), Section 7.2(a), Section 7.2(b), Section 7.2(c), Section 7.2(e), Section 7.4, Section 7.5, Section 7.7 or any other event that under the terms of this Agreement expressly requires the payment of Concession Compensation.

“Competing Parking Action” means (i) the construction, acquisition or operation of a parking garage, parking lot or other parking facility used for the parking of motor vehicles within

the Competing Parking Area by or on behalf of the University that was not in operation as a public parking garage, public parking lot or public parking facility on the Bid Date (but, solely for such purpose, excluding any parking spaces used in connection with loading docks for buildings), including any such parking garage, parking lot or other parking facility developed by a transferee or lessee of the University within the Competing Parking Area (which transfer or lease occurred after the Bid Date); (ii) except as provided in Section 5.2, the designation by the University in the Competing Parking Area of any new parking space that is not included in the Parking System; or (iii) an increase of the geographic area serviced by the University's busing service that is not the result, directly or indirectly, of the University's obligation to provide remote lot busing services pursuant to Section 3.21; provided, however, that the provision of valet parking services within the Competing Parking Area reasonably commensurate with the valet parking services provided as of the Bid Date shall not constitute a Competing Parking Action.

"Competing Parking Area" means that portion of the City of Columbus within the boundary of the area demarcated in the Competing Parking Area Map attached hereto as Schedule 13.

"Concession Compensation" means any compensation payable by the University to the Concessionaire in order to restore the Concessionaire to the same economic position the Concessionaire would have enjoyed if the applicable Compensation Event had not occurred, which Concession Compensation payable at any point in time in accordance with the terms of this Agreement shall be equal to the sum of (i) all Losses for the applicable Permit Year (including increased operating, financing, capital and maintenance costs but excluding any costs and expenses that the Concessionaire would otherwise expend or incur in order to comply with this Agreement or in the ordinary course of the performance of the Parking System Operations or the carrying on of business in the ordinary course) that are reasonably attributable to such Compensation Event plus (ii) the actual and estimated net losses of the Concessionaire's present and future Parking Revenue for the applicable Permit Year that is reasonably attributable to such Compensation Event; provided, however, that with respect to clause (ii), the amount of such actual and estimated net losses that may be claimed at any point during any Permit Year (or with respect to the Settlement Compensation attributable to such Permit Year) shall not exceed the amount of actual and estimated net losses of the Concessionaire's Parking Revenue suffered during, and attributable only to, such Permit Year; provided, further, that with respect to clause (ii), the amount of such actual and estimated net losses reasonably attributable to such Compensation Event and suffered during, and attributable only to, a future Permit Year may be claimed as Concession Compensation for such future Permit Year only during such future Permit Year (or with respect to the Settlement Compensation attributable to such future Permit Year) in accordance with Article 15. Concession Compensation, if any, shall be paid in accordance with Article 15. If the Concessionaire is required to provide its own capital with respect to compliance with or implementation of a University Directive (other than providing capital pursuant to Section 5.2(a)) or a modified or changed Operating Standard (other than a modified Operating Standard described in Section 6.3(a)) or any other Compensation Event, then the Concession Compensation, shall, in addition to the components described above, take into account the actual cost to the Concessionaire of such capital and include a then-applicable market-based rate of return thereon (which market-based rate of return shall be reasonably commensurate with then-prevailing rates of return for similar assets and similar or analogous

financings in the parking industry). For purposes of the preceding sentence, the market-based rate of return shall be initially proposed in writing by the Concessionaire to the University. The University may, in accordance with the provisions of Article 18, dispute that such market-based rate of return proposed by the Concessionaire is reasonably commensurate with then-prevailing rates of return for similar assets and similar or analogous financings in the parking industry. To the extent Concession Compensation is payable by the University to the Concessionaire is attributable to compliance with or the implementation of a University Directive, such Concession Compensation shall take into account any estimated reduction in Taxes due to depreciation to which the Concessionaire is entitled for tax purposes (taking into account the cost to the Concessionaire of the Present Value of up-front tax payments prior to such depreciation) with respect to any new parking garage, parking lot or other parking facility.

“Concession Compensation Balance” means, at any point in time during a Permit Year, (i) Concession Compensation due and payable with respect to such Permit Year pursuant to the terms of this Agreement (excluding any amounts already paid by the University pursuant to Section 15.4) less (ii) all profits and revenue enhancements that are the result of or otherwise attributable to any addition of Parking Spaces to the Parking System by the University during the Term; provided, however, that the deduction contemplated in clause (ii) shall include such profits and revenue enhancements only to the extent that Concession Compensation due and payable and at any prior time has not already been offset by such profits or revenue enhancements.

“Concession Year” means (i) if the Closing Date occurs on the first Day of a calendar month, the Twelve (12) month period beginning on the Closing Date or (ii) if the Closing Date does not occur on the first Day of a calendar month, the period from the Closing Date through the end of the calendar month in which the Closing Date occurred and the next succeeding Twelve (12) month period and, in either case of clause (i) or (ii), each succeeding Twelve (12) month period and in any case ending on the End Date.

“Concessionaire” has the meaning ascribed thereto in the preamble to this Agreement.

“Concessionaire Default” has the meaning ascribed thereto in Section 16.1(a).

“Concessionaire Interest” means the interest of the Concessionaire in the Parking System created by this Agreement and the rights and obligations of the Concessionaire under this Agreement.

“Concessionaire Request” means a written request in respect of the Parking System prepared by or on behalf of the Concessionaire and addressed to the University seeking to make a fundamental change in the dimensions, character, quality or location of any part of the Parking System; provided, however, that a Concessionaire Request need not be submitted in connection with operations, maintenance or repair of the Parking System in the ordinary course or any other aspects of Parking System Operations permitted or reserved to the Concessionaire under this Agreement, including any modification or change to the Operating Standards pursuant to Section 6.2.

“Consent” means any approval, consent, ratification, waiver, exemption, franchise, license, permit, novation, certificate of occupancy or other authorization of any Person, including any Consent issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any applicable Law.

“Contractor” means, with respect to a Person, any contractor with whom such Person contracts to perform work or supply materials or labor in relation to the Parking System, including any subcontractor of any tier, supplier or materialman directly or indirectly employed pursuant to a subcontract with a Contractor. For the avoidance of doubt, the Operator (if other than the Concessionaire) shall be a Contractor of the Concessionaire.

“Day” means a calendar day, beginning at 12:01 a.m. in the eastern time zone of the United States coinciding with the calendar day.

“Defending Party” has the meaning ascribed thereto in Section 12.4(c).

“Delay Event” means (i) an event of Force Majeure that interrupts or limits the performance of the Concessionaire’s obligations hereunder or the Concessionaire’s use of the Parking System, (ii) a failure to obtain, or delay in obtaining, any Authorization from a Governmental Authority (provided that such failure or delay could not have been reasonably prevented by technical and scheduling measures or other reasonable measures of the Concessionaire), (iii) the enactment of a new Law or the modification, amendment or change in enforcement or interpretation of a Law (including a change in the application thereof by any Governmental Authority) arising after the Bid Date, (iv) a delay caused by the performance of works (including the activities authorized by Section 3.7) carried out by the University or at its direction or, for purposes of Delay Events only (and not Compensation Events), by any other Person not acting under the authority or direction of the Concessionaire or the Operator, (v) a delay caused by a failure by the University to perform or observe any of its covenants or obligations under this Agreement or (vi) a delay caused by the presence in, on, under or around the Parking System of Hazardous Substances, which in each case results in or would result in a delay or interruption in the performance by the Concessionaire of any obligation under this Agreement; except to the extent that the consequences of such delay or the cause thereof is specifically dealt with in this Agreement or arises by reason of (A) the negligence or intentional misconduct of the Concessionaire or its Representatives, (B) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement or (C) except as contemplated by Section 5.1, lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire. For the avoidance of doubt, a Delay Event shall not include any event of which the consequence is otherwise specifically dealt with in this Agreement or arises by reason of (i) the negligence or intentional misconduct of the Concessionaire or its Representatives, (ii) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement, (iii) except as contemplated by Section 5.1, lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire or (iv) any strike, labor dispute or other labor protest involving any Person retained, employed or hired by the Concessionaire or its Representatives to supply materials or services for or in connection with the Parking System Operations or any strike, labor dispute or labor protest pertaining to the Concessionaire, in all cases to the extent that such strike, dispute or protest (A) is not of general

application and (B) is caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of the Concessionaire or its Representatives.

“Delay Event Dispute Notice” has the meaning ascribed thereto in Section 15.1(e).

“Delay Event Notice” has the meaning ascribed thereto in Section 15.1(e).

“Delay Event Remedy” has the meaning ascribed thereto in Section 15.1(d).

“Depository” means a savings bank, a savings and loan association or a commercial bank or trust company which would qualify as an Institutional Lender, designated by the Concessionaire, that enters into an agreement with the Concessionaire to serve as depository pursuant to this Agreement, provided that such Depository shall have an office, branch, agency or representative located in the City of Columbus, Ohio; provided, however, that so long as a Leasehold Mortgage is in effect, the Depository under Section 13.3 shall be the institution acting as the collateral agent or depository under the financing secured by such Leasehold Mortgage.

“Designated Senior Person” means such individual who is designated as such from time to time by each Party for the purposes of Article 18 by written notice to the other Party.

“Direct Claim” means any Claim by an Obligee against an Obligor that does not result from a Third Party Claim.

“Document” has the meaning ascribed thereto in Section 1.15(b).

“Eligible Investments” means any one or more of the following obligations or securities: (i) direct obligations of, and obligations fully guaranteed by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America; (ii) demand or time deposits, federal funds or bankers’ acceptances issued by any Institutional Lender (provided that the commercial paper or the short-term deposit rating or the long-term unsecured debt obligations or deposits of such Institutional Lender at the time of such investment or contractual commitment providing for such investment have been rated “A” (or the equivalent) or higher by a Rating Agency or any other demand or time deposit or certificate of deposit fully insured by the Federal Deposit Insurance Corporation); (iii) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than One (1) Year after the date of issuance thereof) which has been rated “A” (or the equivalent) or higher by a Rating Agency at the time of such investment; (iv) any money market funds, the investments of which consist of cash and obligations fully guaranteed by the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America and which have been rated “A” (or the equivalent) or higher by a Rating Agency; and (v) other investments then customarily accepted by the University in similar circumstances; provided, however, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such instrument or security provides for payment of both principal and interest with a yield to maturity in excess of One Hundred and Twenty Percent (120%) of the yield to maturity at par.

“Emergency” means a situation that is urgent and calls for immediate action, which, if such action is not taken, is reasonably likely to result in imminent harm or physical damage to any or all of the Parking System or any Person, including the University.

“Encumbrance” means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, servitude, option, reservation, lease, claim, trust, deemed trust or encumbrance of any nature whatsoever, whether arising by operation of Law, judicial process, contract, agreement or otherwise created.

“End Date” means the date on which this Agreement expires or is terminated.

“Enforcement Operator” has the meaning ascribed thereto in Section 3.2(d).

“Enforcement Policies and Procedures” means the policies and procedures established by the regulations that are designed to deter Parking Violations, including procedures for the issuance and collection of parking tickets and citations for violations of the parking rules and regulations with respect to the Parking Spaces, by such means as permitted by Law, in each case, as set forth in the Operating Standards.

“Environment” means soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata and ambient air.

“Environmental Laws” means any Laws applicable to the Parking System or Parking System Operations regulating or imposing liability or standards of conduct concerning or relating to (i) the regulation, use or protection of human health or the Environment or (ii) the regulation, use or exposure to Hazardous Substances.

“Equity Participant” means any Person who holds any shares of capital stock, units, partnership or membership interests, other equity interests or equity securities of the Concessionaire.

“Escrow Agent” means a bank, trust company or national banking association selected by the University to hold the Cash Deposit.

“Excluded Lease” and “Excluded Leases” has the meaning ascribed thereto in the definition of “Excluded Leased Property”.

“Excluded Leased Property” means a parking facility or parking space described in a lease set forth on Schedule 16 (each an “Excluded Lease” and collectively, the “Excluded Leases”).

“Excluded Liabilities” has the meaning ascribed thereto in Section 3.2(c).

“Final Settlement Compensation” has the meaning ascribed thereto in Section 15.5(d).

“Force Majeure” means any event beyond the reasonable control of the Concessionaire and the University that delays, interrupts or limits the performance of a Party’s obligations hereunder, including an intervening act of God or public enemy, war, invasion, armed conflict,

act of foreign enemy, blockade, revolution, act of terror, sabotage, civil commotions, interference by civil or military authorities, condemnation or confiscation of property or equipment by any Governmental Authority, nuclear or other explosion, radioactive or chemical contamination or ionizing radiation, fire, tornado, flooding, earthquake or other natural disaster, riot or other public disorder, epidemic, quarantine restriction, strike, labor dispute or other labor protest, stop-work order or injunction issued by a Governmental Authority, governmental embargo.

“Global Event” has the meaning ascribed thereto in Section 7.5(b)(i).

“Government Agreement” has the meaning ascribed thereto in Section 3.18.

“Governmental Authority” means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority.

“Hazardous Substance” means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, subject waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

“Index” means the “Consumer Price Index – Midwest Urban, All Items” (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that if the Index is changed so that the base year of the Index changes, the Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics; provided further, that if the Index is discontinued or revised during the Term, such other index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

“Information” means any and all information relating to the Parking System Operations.

“Institutional Lender” means (i) the United States of America, any state thereof or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects, (ii) any (a) savings bank, savings and loan association, commercial bank, trust company (whether acting individually or in a fiduciary capacity) or insurance company organized and existing under the laws of the United States of America or any state thereof, (b) foreign insurance company or commercial bank qualified to do business as an insurer or commercial bank as applicable under the laws of the United States of America, (c) pension fund, foundation or university or college or other endowment fund or (d) investment bank, pension advisory firm, mutual fund, investment company or money management firm, (iii) any “qualified institutional buyer” under Rule 144(A) under the Securities Act or any other similar Law hereinafter enacted that defines a similar category of investors by substantially similar terms or (iv) any other financial institution or entity

designated by the Concessionaire and Approved by the University (provided that such institution or entity, in its activity under this Agreement, shall be acceptable under then current guidelines and practices of the University); provided, however, that each such entity (other than entities described in clause (iii) of this definition) or combination of such entities if the Institutional Lender shall be a combination of such entities shall have individual or combined assets, as the case may be, of not less than Five Hundred Million Dollars (\$500,000,000), which shall include, in the case of an investment or advisory firm, assets controlled by it or under management.

“Law” means any order, writ, injunction, decree, judgment, law, ordinance, decision, opinion, ruling, policy, statute, code, rule or regulation of any Governmental Authority.

“Leasehold Mortgage” means any lease, indenture, mortgage, deed of trust, pledge or other security agreement or arrangement, including a securitization transaction with respect to Parking Revenue, encumbering any or all of the Concessionaire Interest or the shares or equity interests in the capital of the Concessionaire and any of its subsidiaries and any cash reserves or deposits held in the name of the Concessionaire, in each case that satisfies all of the conditions in Section 19.1.

“Leasehold Mortgage Debt” means any bona fide debt (including principal, accrued interest and customary lender or financial insurer, agent and trustee fees, costs, premiums, expenses, indemnities and reimbursement obligations (whether liquidated or contingent) with respect thereto, and including all payment obligations under interest rate hedging agreements with respect thereto and reimbursement obligations with respect thereto to any financial insurer) and/or an assignment in connection with a securitization transaction secured by a Leasehold Mortgage relating to the Parking System and granted to a Person pursuant to an agreement entered into prior to the occurrence of any Adverse Action, University Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.5 giving rise to the payment of amounts for or in respect of termination under this Agreement. For the purposes of determining Parking System Concession Value, Leasehold Mortgage Debt shall not include (i) debt from an Affiliate of the Concessionaire or the Operator, unless such debt is on terms consistent with terms that would reasonably be expected from a non-Affiliate lender acting in good faith; (ii) any increase in debt to the extent such increase is the result of an agreement or other arrangement entered into after the Concessionaire was aware (or should have been aware, using reasonable due diligence) of the prospective occurrence of an event giving rise to the payment of the Parking System Concession Value; or (iii) any debt with respect to which the Leasehold Mortgagee did not provide the University with notice of its Leasehold Mortgage in accordance in all material respects with the Leasehold Mortgagee Notice Requirements. Notwithstanding anything to the contrary set forth in this definition, except with respect to debt incurred or committed on or prior to the first anniversary of the Closing Date, all of which incurred or committed debt shall be deemed to be Leasehold Mortgage Debt, Leasehold Mortgage Debt shall not include any new debt incurred or committed following the first anniversary of the Closing Date (it being understood and agreed by the Parties that any capitalization of interest or accretion of principal or other committed increases on any debt incurred or committed on or prior to the first anniversary of the Closing Date shall not constitute new debt) unless (A) the Concessionaire has provided the University with a written appraisal (at the Concessionaire’s expense and by an independent third party appraiser described under “Parking System Concession Value”) of the fair market value of the Concessionaire Interest at

the time of the incurrence or commitment of such new debt, and (B) such appraisal confirms the aggregate amount of Leasehold Mortgage Debt after giving effect to the incurrence or commitment of any such new debt is not in excess of 80% of the fair market value of the Concessionaire Interest set forth in such appraisal at the time of incurrence or commitment of such new debt provided that any capitalization of interest or accretion of principal or other committed increases on any debt set forth in such appraisal shall constitute Leasehold Mortgage Debt to the extent such debt constitutes Leasehold Mortgage Debt on the date such appraisal is given; and provided further that the Parties agree that notwithstanding the requirements of the foregoing sub-clauses (A) and (B), the amount of Closing Consideration paid at Closing shall be deemed to constitute the fair market value of the Concessionaire Interest for a period of One (1) Year after the Closing Date and, as such, no appraisal shall be required within such One-Year period. The appraisal requirement in the preceding sentence shall not apply to any protective advances made by any Leasehold Mortgagee or advances made by any Leasehold Mortgagee to cure Concessionaire defaults under the Leasehold Mortgage (regardless of whether entered into on or after the Closing Date) or other financing documents of such Leasehold Mortgagee or to the Letter of Credit or other surety required under Section 16.3.

“Leasehold Mortgagee” means the holder or beneficiary of a Leasehold Mortgage, including the Lessor in a lease or Leveraged Lease.

“Leasehold Mortgage Notice Requirements” means the delivery by a holder or beneficiary of a Leasehold Mortgage to the University, not later than Ten (10) days after the execution and delivery of such Leasehold Mortgage by the Concessionaire, of a true and complete copy of the executed original of such Leasehold Mortgage, together with a notice containing the name and post office address of the holder of such Leasehold Mortgage.

“Leasehold Mortgagee’s Notice” has the meaning ascribed thereto in Section 19.7(a).

“Lessor” means a Leasehold Mortgagee that has purchased all or a portion of the Concessionaire Interest and leased that interest in the Concessionaire Interest to the Concessionaire.

“Leveraged Lease” means a lease, sublease, concession, management agreement, operating agreement or other similar arrangement in which the Lessor has borrowed a portion of the purchase price of the interest in the Concessionaire Interest acquired by the Lessor and granted to the lenders of those funds a security interest in that interest.

“Letter of Credit” means a committed, irrevocable, unconditional, commercial letter of credit, in favor of the University, in form and content reasonably acceptable to the University, payable in U.S. dollars upon presentation of a sight draft and a certificate confirming that the University has the right to draw under such letter of credit in the amount of such sight draft, without presentation of any other Document, which letter of credit (i) is issued by a commercial bank or trust company that is a member of the New York Clearing House Association and that has a current credit rating of A1 or better by Standard & Poor’s Ratings Services and an equivalent credit rating by another Rating Agency (or an equivalent credit rating from at least two nationally recognized Rating Agencies if the named Rating Agency ceases to publish ratings) (or such other commercial bank or trust company reasonably acceptable to the

University and Approved by the University prior to the submission of the letter of credit), and (ii) provides for the continuance of such letter of credit for a period of at least One (1) Year or as otherwise provided in this Agreement. The office for presentment of sight drafts specified in the Letter of Credit shall be located at a specified street address within the City of Columbus, Ohio or other location acceptable to the University.

“Loss” or “Losses” means, with respect to any Person, any loss, claim, liability, damage, penalty, charge or out-of-pocket and documented cost or expense (including fees and expenses of counsel and any Tax losses) actually suffered or incurred by such Person but excluding any punitive, special, indirect and consequential damages and any contingent liability until such liability becomes actual.

“Material Adverse Effect” means a material adverse effect (after taking into account contemporaneous material positive effects) on the business, financial condition or results of operations of the Parking System taken as a whole; provided, however, that no effect arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States of America or any international market and including changes in interest rates); (iii) conditions affecting the financial services or parking industries generally; (iv) any existing event or occurrence of which the Concessionaire has actual knowledge as of the Bid Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the transactions contemplated hereby (except for any litigation relating thereto or to this Agreement (or the matters contemplated herein)); and (vi) negligence, intentional misconduct or bad faith of the Concessionaire or its Representatives.

“Memorandum of Lease” has the meaning ascribed thereto in Section 2.8.

“Metered Parking Spaces” means (i) Parking Spaces for which Metering Devices are used to assess Parking Fees with respect to such Parking Spaces and (ii) other Parking Spaces for which patrons are charged hourly Parking Fees for parking therein.

“Metering Devices” means the parking meters, pay and display stations, electronic metering devices, and other similar devices that may be used from time to time in connection with the Parking System Operations, including any shelters used to guard the devices and patrons from the elements utilized by Concessionaire in its discretion.

“Morgan Stanley” has the meaning ascribed thereto in Section 9.1(k).

“Negative Concession Compensation Balance” has the meaning ascribed thereto in Section 15.5(f).

“New Agreement” has the meaning ascribed thereto in Section 19.5(a).

“Notice Period” has the meaning ascribed thereto in Section 12.4(b).

“Objection Notice” has the meaning ascribed thereto in Section 15.5(b).

“Objection Period” has the meaning ascribed thereto in Section 15.5(a).

“Obligation Payment” has the meaning ascribed thereto in Section 12.7.

“Obligee” means any Person entitled to the benefit of a payment obligation under Article 12.

“Obligor” means any Person obligated to meet a payment obligation under Article 12.

“Offsets” has the meaning ascribed thereto in Section 12.11(a).

“Operating Agreement” means any material agreement, contract or commitment to which the Concessionaire is a party or otherwise relating to the Parking System Operations as in force from time to time (including any Parking Enforcement Agreement and any warranties or guaranties), but excluding any Leasehold Mortgage and financing documents related thereto.

“Operating Agreements and Plans” has the meaning ascribed thereto in Section 3.11.

“Operating Standards” means the standards, specifications, policies, procedures and processes that apply to the operation of, maintenance of, rehabilitation of and Capital Improvements to the Parking System set forth in Schedule 2, including any plans submitted by the Concessionaire to the University as required therein. To the extent that any term or provision set forth in Schedule 2 or incorporated by reference in Schedule 2 conflicts with any term or provision specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision.

“Operator” has the meaning ascribed thereto in Section 3.3(a).

“PAC” means the Parking Advisory Committee to be formed by the University to provide input to the University with respect to the operation and use of the Parking Facilities.

“Parking Enforcement” means the issuance of parking tickets or citations and all other enforcement actions for violations of the parking rules and regulations of the University with respect to the Parking Spaces and the ancillary areas of the Parking System, including the Public Way and fire lanes.

“Parking Enforcement Agreement” means any agreement entered between the University and a Contractor for the provision of parking enforcement services.

“Parking Facilities” means the Parking Garages and the Parking Lots.

“Parking Fees” means the fees established as consideration for the privilege of parking a motor vehicle and as penalties for the purposes of Parking Enforcement, in each case as set forth on Schedule 5 and as may be adjusted by Concessionaire pursuant to the terms of this Agreement.

“Parking Garages” means the parking garages described in Part I of Schedule 3 as “Lease Parcel” or “Lease Area” along with the cross-hatched area depicted thereon and as further

described in Part I of Schedule 3; provided, however, “Parking Garages” shall not include the office spaces identified on Schedule 17, and any ancillary facilities related thereto, which the University shall have the right to continue to possess with rights of ingress and egress thereto and therefrom.

“Parking Lots” means the parking lots described in Part II of Schedule 3 as “Lease Parcel” or “Lease Area” along with the cross-hatched area depicted thereon and as further described in Part II of Schedule 3.

“Parking Revenue” has the meaning ascribed there in Section 7.1.

“Parking Services” means the services to be provided by the Concessionaire as grantee of the concession under this Agreement.

“Parking Spaces” means those parking spaces for which the University requires the payment of Parking Fees for parking a motor vehicle at that space or place.

“Parking Spaces Addition” has the meaning ascribed thereto in Section 2.5(n).

“Parking System” means the parking system consisting of the Parking Facilities, the Street Metered Spaces, the Street Permit Spaces and the Parking System Assets, including (i) the computer systems and software set forth on Schedule 14, (ii) each University Leased Property (until such time as such University Leased Property is no longer leased by the University), and (iii) all improvements of any and every kind whatsoever forming a part of and used in connection with the operation and maintenance of the Parking Facilities; provided, however, that the “Parking System” shall not include (a) any Excluded Leased Property or (b) other than expressly referred to above, any interest in the streets, sidewalks, paving or similar real property.

“Parking System Assets” means (i) as of the time immediately prior to the Time of Closing, the personal property of the University used in connection with operations of the Parking System set forth on Part IV of Schedule 3 and (ii) from and after the Time of Closing, the personal property of the Concessionaire or the Operator used in connection with the operations of the Parking System.

“Parking System Concession Value” means, at any given date, the fair market value of the Concessionaire Interest at the time of the occurrence of the relevant Adverse Action or University Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.5 (but excluding the effect of such Adverse Action, University Default or event described in Section 16.5), as determined pursuant to a written appraisal prepared in conformity with the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Standards Board by an independent third party appraiser that is nationally recognized in appraising similar assets and that is acceptable to the University and the Concessionaire; provided, however, that the Parking System Concession Value shall in no event be less than the amount of all Leasehold Mortgage Debt (including Breakage Costs) on the End Date. If the Parties fail to agree upon such a single appraiser within Thirty (30) Days after a Party requests the appointment thereof, then the University and the Concessionaire shall each appoint an independent third party appraiser and both such appraisers shall be instructed jointly to select a

third independent third party appraiser to make the appraisal referred to above. The University shall pay the reasonable costs and expenses of any appraisal.

“Parking System Contracts” means the agreements to which the University is a party relating to the operations of the Parking System that are set forth on Schedule 4 and that will be assigned to the Concessionaire at the Time of Closing.

“Parking System Land” means those parcels of real property described in Schedule 3 and further described in the Memorandum of Lease.

“Parking System Operations” means (i) the operation, management and maintenance of the Parking System, (ii) the issuance, processing and collection of parking tickets or citations for violations of parking rules and regulations with respect to the Parking Spaces pursuant to this Agreement, and (iii) all other actions relating to the Parking System that are performed by or on behalf of the Concessionaire pursuant to this Agreement.

“Parking System Purposes” means the use of the Parking System to provide parking services in support of the University by providing parking to the visitors of the University, including the students, faculty, administrators, employees and invitees of the University and others providing services to the University.

“Parking Violation” means any parking ticket or citation issued by the University or the Enforcement Operator for any violation of any parking rule or regulation with respect to the Parking Spaces, provided that the University may elect in writing to add other types of violations during the Term.

“Parking Violation Revenue” means any money payable as a fine, penalty, assessment or other charge on account of any Parking Violation issued during the Term.

“Party” means a party to this Agreement and “Parties” means both of them.

“Permanent Removal” has the meaning ascribed thereto in Section 7.2(d).

“Permit” means a permit to park within a specified Class or Classes in the Parking System as further described in the Operating Standards.

“Permit Year” means a one-year period beginning August 1 and ending July 31. To the extent that any portion of the Term of this Agreement is not a complete Twelve (12) month period, such portion shall be considered a Permit Year for purposes of this Agreement.

“Permitted Concessionaire Encumbrance” means, with respect to the Concessionaire Interest: (i) any Encumbrance that is being contested in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (ii) any (A) lien or security interest for obligations not yet due and payable to a Contractor or other Person, (B) statutory lien, deposit or other non-service lien or (C) lien, deposit or pledge to secure mandatory statutory obligations or performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or for purposes of like general nature, any of which are incurred in the ordinary course of business of the Parking System Operations and are either

(A) not delinquent or (B) which are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other like Encumbrances arising in the ordinary course of business of the Parking System or the Concessionaire's performance of any of its rights or obligations hereunder, and either (A) not delinquent or (B) which are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iv) any right reserved to or vested in any Governmental Authority by any statutory provision or under common law (it being understood and agreed that nothing in this clause (iv) shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (v) any other Encumbrance permitted hereunder (including any Leasehold Mortgage (and financing statements or other means of perfection relating thereto)); (vi) liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance, social security and other governmental rules and that do not in the aggregate materially impair the use, value or operation of the Parking System; (vii) any Encumbrances created, incurred, assumed or suffered to exist by the University or any Person claiming through the University; (viii) any Encumbrance, security interest or pledge imposed upon the Concessionaire and any Affiliate as to Concessionaire's and any Affiliate's assets arising from borrowings, financings, leases or similar transactions in the ordinary course of business; (ix) any Encumbrance securing reimbursement obligations under the Letter of Credit required under Section 16.3; and (x) any amendment, extension, renewal or replacement of any of the foregoing.

"Permitted University Encumbrance" means: (i) the Concessionaire Interest; (ii) any Encumbrance that is being contested, or being caused to be contested, by the University in accordance with Section 3.5(b) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other like Encumbrances arising in the ordinary course of business of the Parking System or the University's performance of any of its rights or obligations hereunder, and are either (A) not delinquent or (B) which are being contested, or are being caused to be contested, by the University in accordance with Section 3.5(b) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iv) any easement, covenant, condition, right-of-way, servitude, or any zoning, building, environmental, health or safety Law relating to the development, use or operation of the Parking System (or other similar reservation, right and restriction) or other defects and irregularities in the title to the applicable assets that do not materially interfere with the Parking System Operations or the rights and benefits of the Concessionaire under this Agreement or materially impair the value of the Concessionaire Interest; (v) the police and regulatory powers of the State of Ohio, City of Columbus and Franklin County with respect to the Parking System, and the regulation of traffic, traffic control and use of the Public Way (it being understood and agreed that nothing in this clause (v) shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (vi) any right reserved to or vested in any Governmental Authority by any statutory provision or under common law (it being understood and agreed that nothing in this clause (vi) shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (vii) any other Encumbrance permitted hereunder, including, for the avoidance of doubt, Encumbrances relating to Affected Property; (viii) any Encumbrances created, incurred, assumed or suffered to exist by the Concessionaire or

any Person claiming through it; (ix) any rights reserved to or vested in the University by any statutory provision (it being understood and agreed that nothing in this definition shall limit or otherwise affect the University's obligations or the Concessionaire's rights hereunder); (x) the Excluded Leased Property; and (xi) any amendment, extension, renewal or replacement of any of the foregoing.

“Person” means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority. Person shall include the University.

“Present Value” means, as of any date of determination, the value of the applicable payments discounted by the appropriate discount rate.

“Property Taxes” means any ad valorem property Tax attributable to the Parking System or the Concessionaire Interest, including an ad valorem tax on real property and improvements, buildings, structures, fixtures and all tangible personal property.

“Proposed Settlement Compensation” has the meaning ascribed thereto in Section 15.5(a).

“Proposed Settlement Compensation Certificate” has the meaning ascribed thereto in Section 15.5(a).

“Public Way” means the streets, alleys, driveways and sidewalks owned by (or for the benefit of) the University that provide and allow access to the Parking Facilities.

“Quarter” means each calendar quarter of each Year of the Term.

“Rating Agency” means any of Standard & Poor's Corporation, Moody's Investors Service, Inc. or Fitch Investors Service, Inc. or any similar entity or any of their respective successors.

“Regular Rate Adjustment” means any revision in the Parking Fees for a Parking Space as permitted under Section 7.1 and Schedule 5.

“Replacement Letter of Credit” has the meaning ascribed thereto in Section 16.3(c).

“Representative” means, with respect to any Person, any director, officer, employee, official, partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, Contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its “Representative.”

“Required Coverages” has the meaning ascribed thereto in Section 13.1.

“Restoration” has the meaning ascribed thereto in Section 13.3(a).

“Restoration Funds” has the meaning ascribed thereto in Section 13.3(a).

“Reversion Date” means the Business Day immediately following the End Date.

“Schedule” means a schedule attached hereto and incorporated in this Agreement, unless otherwise expressly indicated by the terms of this Agreement.

“Schedule of Parking Fees” means the fee schedule for Parking Spaces set forth in Schedule 5.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Senior Officials” has the meaning ascribed thereto in Section 3.3(c)(i)(A).

“Settlement Compensation” means, for any given Permit Year, the Concession Compensation Balance as of the last Day of such Permit Year.

“Settlement Deadline” has the meaning ascribed thereto in Section 15.5(c).

“Special Event” means any event, other than a Global Event, for which the University has agreed to offer free or reduced Parking Spaces or takes over such Parking Spaces for such event. Special Events specifically include, but are not limited to, those listed on Schedule 10.

“Street Metered Spaces” means those Metered Parking Spaces that the University has designated, or may designate from time-to-time as Parking Spaces in the roadways and rights-of-way located at the University where, during certain periods of time, the University requires the payment of a fee for parking a motor vehicle at the Parking Space for a limited period of time. At the Closing, the Street Metered Spaces included in the Parking System shall be the existing Street Metered Spaces in the areas depicted on Part III of Schedule 3.

“Street Permit Spaces” means those Permit Parking Spaces that the University has designated, or may designate from time-to-time, as Parking Spaces or as places in the roadways and rights-of-way located at the University for which the University requires a Permit to park in such Parking Space. At the Closing, the Street Permit Spaces included in the Parking System shall be the existing Street Permit Spaces depicted on Part III of Schedule 3.

“Sub Class Permits” means those Permits identified on Schedule 5 as BG1, BG2, BG3, CG1, CG2, CG3, CPN, CPT and CPS.

“Tax” means any federal, state, local or foreign income, gross receipts, commercial activity, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

“Term” means the term of the lease, concession and franchise referred to in Section 2.1.

“Termination Damages” has the meaning ascribed thereto in Section 14.2(a).

“Third Party Claim” means any Claim asserted against an Obligee by any Person who is not a Party or an Affiliate of such a Party.

“Time of Closing” means 10:00 a.m. Eastern Daylight Time on the Closing Date or such other time on that date as that University and the Concessionaire agree in writing that the Closing shall take place.

“Title Commitment” has the meaning ascribed thereto in Section 2.4(a)(iii).

“Transaction” has the meaning ascribed thereto in Section 2.1.

“Transfer” means to sell, convey, assign, lease, sublease, mortgage, encumber, transfer or otherwise dispose of .

“Transferee” means any Person who obtains the Concessionaire Interest pursuant to a Transfer.

“University” has the meaning ascribed thereto in the preamble of this Agreement.

“University Default” has the meaning ascribed thereto in Section 16.2(a).

“University Directive” means a written order or directive prepared by or on behalf of the University directing the Concessionaire, to the extent permitted hereby, to (i) add or perform work in respect of the Parking System in addition to that provided for in this Agreement or (ii) change the dimensions, character, quantity, quality, description, location or position of any part of the Parking System or make other changes to the Parking System; provided, however, that no such order or directive may in any event order or direct the Concessionaire to do any act that could reasonably be expected to violate any applicable Law or cause the Concessionaire to fail to be in compliance with this Agreement.

“University Lease” and “University Leases” has the meaning ascribed thereto in the definition of “University Leased Property.”

“University Leased Property” means a Parking Facility or Parking Space leased by the University pursuant to a lease set forth on Schedule 20 (each a “University Lease” and collectively, the “University Leases”).

“University Parking System Employees” means those Persons employed by the University immediately prior to the Closing whose duties directly relate to the operation or maintenance of the Parking System.

“University’s Option” has the meaning ascribed thereto in Section 19.7(a).

“Year” means the calendar year.

Section 1.2. Number and Gender. In this Agreement, words in the singular include the plural and vice versa and words in one gender include all genders.

Section 1.3. Headings. The division of this Agreement into articles, sections and other subdivisions is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement.

Section 1.4. References to this Agreement. The words “herein”, “hereby”, “hereof”, “hereto” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular portion of it. The words “Article”, “Section”, “paragraph”, “sentence”, “clause” and “Schedule” mean and refer to the specified article, section, paragraph, sentence, clause or schedule of or to this Agreement.

Section 1.5. References to Any Person. A reference in this Agreement to any Person at any time refers to such Person’s permitted successors and assignees.

Section 1.6. Meaning of Including. In this Agreement, the words “include”, “includes” or “including” mean “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

Section 1.7. Meaning of Discretion. In this Agreement, the word “discretion” with respect to any Person means the sole and absolute discretion of such Person.

Section 1.8. Meaning of Notice. In this Agreement, the word “notice” means “written notice”, unless specified otherwise.

Section 1.9. Consents and Approvals. Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by either Party, such approval or consent, and any request therefor, must be in writing (unless waived in writing by the other Party).

Section 1.10. Trade Meanings. Unless otherwise defined herein, words or abbreviations that have well-known trade meanings are used herein in accordance with those meanings.

Section 1.11. Laws. Unless specified otherwise, references to a Law are considered to be a reference to (i) such Law as it may be amended from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to such Law, (iii) the successor to the Law resulting from recodification or similar reorganizing of Laws and (iv) all future Laws pertaining to the same or similar subject matter.

Section 1.12. Currency. Unless specified otherwise, all statements of or references to dollar amounts or money in this Agreement are to the lawful currency of the United States of America.

Section 1.13. Generally Accepted Accounting Principles. All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with generally accepted accounting principles in the United States of America, consistently applied.

Section 1.14. Calculation of Time. For purposes of this Agreement, a period of Days shall be deemed to begin on the first Day after the event that began the period and to end at 5:00 p.m., which time shall be determined by the time in the City of Columbus, on the last Day of the period. If, however, the last Day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m., which time shall be determined by the time in the City of Columbus, on the next Business Day.

Section 1.15. Approvals, Consents and Performance by the University.

- (a) *Procedures.* Wherever the provisions of this Agreement require or provide for or permit an approval or consent by the University of or to any action, Person, Document, or other matter contemplated by this Agreement, the following provisions shall apply: (i) such request for approval or consent must (1) contain or be accompanied by any documentation or information required for such approval or consent in reasonably sufficient detail, as reasonably determined by the University, (2) clearly set forth the matter in respect of which such approval or consent is being sought, (3) form the sole subject matter of the correspondence containing such request for approval or consent, and (4) state clearly that such approval or consent is being sought; (ii) such approval or consent shall not be unreasonably or arbitrarily withheld, conditioned or delayed (unless such provision provides that such approval or consent may be unreasonably or arbitrarily withheld, conditioned or delayed or is subject to the discretion of the University); (iii) the University shall advise the Concessionaire by written notice either that it consents or approves or that it withholds its consent or approval, in which latter case it shall set forth, in reasonable detail, its reasons for withholding its consent or approval, which reasons may include the insufficiency, as determined by the University acting reasonably, of the information or documentation provided; (iv) unless a time period is specifically set forth elsewhere herein, the University shall provide the foregoing written notice no later than Ten (10) Business Days of receipt of the Concessionaire's request; (v) if the responding notice mentioned in clause (iii) of this Section 1.15(a) indicates that the University does not approve or consent, the Concessionaire may take whatever steps may be necessary to satisfy the objections of the University set out in the responding notice and, thereupon, may resubmit such request for approval or consent from time to time and the provisions of this Section 1.15 shall again apply; (vi) if the disapproval or withholding of consent mentioned in clause (iii) of this Section 1.15(a) is subsequently determined pursuant to Article 18 to have been improperly withheld or conditioned by the University, such approval or consent shall be deemed to have been given on the date of such final determination; and (vii) for the avoidance of doubt, any dispute as to whether or not a consent or approval

has been unreasonably withheld, conditioned or delayed shall be resolved in accordance with the provisions of Article 18.

- (b) *Approved Documents*. Subject to the other provisions hereof, wherever in this Agreement an approval or consent by the University is required with respect to any document, proposal, certificate, plan, drawing, specification, contract, agreement, budget, schedule, report or other written instrument whatsoever (a “Document”), following such Approval such Document shall not be amended, supplemented, replaced, revised, modified, altered or changed in any manner whatsoever without obtaining a further Approval in accordance with the provisions of this Section 1.15.

Section 1.16. Incorporation of Schedules. The Schedules are integral to, and are made a part of, this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Schedules, the terms of this Agreement shall control.

ARTICLE 2 THE TRANSACTION; CLOSING; CONDITIONS PRECEDENT; COVENANTS

Section 2.1. Grant of Concession. Upon the terms and subject to the conditions of this Agreement, effective at the Time of Closing, (a) the Concessionaire shall pay the University the exact amount of Four Hundred and Eighty-Three Million Dollars (\$483,000,000) in cash (the “Closing Consideration”) and (b) the University shall (i) demise and lease the Parking Facilities to the Concessionaire free and clear of Encumbrances other than Permitted University Encumbrances for and during the term (the “Term”) commencing on the Closing Date and expiring on the Fiftieth (50th) anniversary of the Closing Date (or such later date as may be required to effect a Delay Event Remedy but subject to earlier termination as provided in this Agreement), (ii) grant the Concessionaire, free and clear of any Encumbrances (other than Permitted University Encumbrances) an exclusive right for and during the Term to operate the Parking System and to provide Parking Services, and in connection therewith (A) to use, operate, manage, maintain and rehabilitate the Parking System (except that the right to maintain and rehabilitate shall not apply to the Street Metered Spaces and Street Permit Spaces); (B) to charge the Parking Fees; (C) to charge, collect and retain the Parking Revenue as permitted by this Agreement; and (D) to charge and collect the and Parking Violation Revenue and retain a portion thereof to compensate the Enforcement Operator in accordance with Section 3.2(d)(iii); and (iii) assign, transfer and otherwise convey to the Concessionaire by bill of sale each of the Parking System Assets, free and clear of any Encumbrances (other than Permitted University Encumbrances) and the Concessionaire shall accept each such demise, lease, grant, assignment, transfer and conveyance (collectively, the “Transaction”).

Section 2.2. Closing.

- (a) The closing of the Transaction (the “Closing”) shall take place on [●], [●] or such other date as agreed by the Concessionaire and the University (the “Closing Date”). The Closing shall be held at the offices of Jones Day, 325 John H. McConnell Blvd., Suite 600, Columbus, Ohio, 43215 or such other place agreed

to in writing by the University and the Concessionaire. At the Time of Closing, the Concessionaire shall deliver or cause to be delivered to the University same-day funds by wire transfer in the amount of the Closing Consideration, and upon receipt of such payment the Transaction shall be effective. Concessionaire shall wire the Closing Consideration to bank account(s) and in increments designated by the University. Upon receipt of the funds described in the preceding sentence, the University shall immediately cancel and return the Closing Deposit and the Cash Deposit (unless such Cash Deposit is applied against the Closing Consideration by the University in accordance with Section 2.3(c)), in accordance with the Concessionaire's instructions.)

- (b) All revenues, charges, costs and expenses with respect to Assumed Liabilities (including Parking Revenues previously collected with respect to Permits for the current Permit Year) shall be prorated between the University and the Concessionaire as of 11:59 p.m. on the Day immediately preceding the Closing Date based upon the actual number of Days in the month and a 365-Day year and the required payment resulting from such proration shall be added to or subtracted from the Closing Consideration accordingly. If final prorations cannot be made at the Closing for any item being prorated under this Section 2.2(b), then the University and the Concessionaire shall allocate such items on a fair and equitable basis as soon as revenue statements, invoices or bills are available, with final adjustment to be made as soon as reasonably possible after the Closing Date. The University and the Concessionaire shall have reasonable access to, and the right to inspect and audit, the other's books to confirm the final prorations to the extent permitted by Law.
- (c) Using the 30-year, mid-market London Interbank Offered Rate (LIBOR) swap rate in the "Money & Investing, Borrowing Benchmarks" section of *The Wall Street Journal*, from the close of business on the Business Day immediately prior to the Bid Date through the close of business Two (2) Business Days prior to the Closing Date (as published on the Business Day immediately prior to the Closing Date), the amount of the Closing Consideration will be decreased by One Twenty-Fifth of One Percent (1/25 of 1%) for every one basis point increase in the 30-year, mid-market LIBOR swap rate; during the same period, the amount of the Closing Consideration will be increased by One Twenty-Fifth of One Percent (1/25 of 1%) for every One (1) basis point decrease in the 30-year, mid-market LIBOR swap rate; provided that (i) any increase in the amount of the Closing Consideration may not exceed Two Percent (2%) without the prior written consent of the Concessionaire, which such consent may be withheld in the Concessionaire's sole discretion, and (ii) any decrease in the amount of the Closing Consideration may not exceed Two Percent (2%) without the prior written consent of the University, which such consent may be withheld in the University's sole discretion.

Section 2.3. Deposit.

- (a) The University acknowledges receipt from the Concessionaire of cash (the “Cash Deposit”) or one or more Letters of Credit with a term of at least One Hundred Twenty (120) Days from the date hereof (the “Closing Deposit”), in an amount equal to Forty Million Dollars (\$40,000,000), to be held by the University for the sole purpose described in Section 2.3(b). The University shall deposit any Cash Deposit with the Escrow Agent, which shall invest such amount in Eligible Investments pending the Closing.
- (b) If the University terminates this Agreement pursuant to Section 2.4(d)(iv) (including as a result of the failure of the Concessionaire to pay the Closing Consideration at Closing in accordance with the terms hereof so long as said failure is not the result of the University’s actions or omissions), then the University shall be entitled to (i) retain the Cash Deposit and all interest accrued thereon or, (ii) without notice to the Concessionaire, immediately draw the full amount of the Closing Deposit upon presentation of a sight draft and a certificate confirming that the University has the right to draw under the Closing Deposit in the amount of such sight draft, and the University shall be entitled to retain all of the proceeds of the Closing Deposit, in each case as the sole remedy or right of the University against the Concessionaire hereunder (provided that this limitation shall not apply in the event of fraud or intentional misrepresentation of the Concessionaire); provided, however, that if this Agreement is terminated for any other reason, the University shall return any Cash Deposit and the interest earned thereon in accordance with the Concessionaire’s reasonable instructions, or deliver, in accordance with the Concessionaire’s reasonable instructions, the Closing Deposit and agree to cancel the Closing Deposit, in each case, immediately following any such termination. The Concessionaire acknowledges that the loss the University will incur in the event of a termination under Section 2.4(d)(iv) is difficult to ascertain, and that the University’s right to retain the Cash Deposit or to draw the Closing Deposit as set forth above is based on the Parties’ reasonable estimate – taking into account the magnitude of the transaction contemplated by this Agreement and the other relevant considerations – as to such loss and is not intended as, and does not constitute, a penalty. Except in cases involving fraud or willful breach by the Concessionaire, the right of the University to retain the Cash Deposit or to draw the Closing Deposit is intended to be, and shall constitute, liquidated damages, and any payment thereof to the University shall terminate the University’s rights and remedies in all respects.
- (c) At Closing, upon the satisfaction of the conditions set forth in Sections 2.4(a), 2.4(b) and 2.4(c), the Concessionaire shall be entitled to a full return of the Cash Deposit and all investment earnings accrued thereupon or apply the Cash Deposit (including any accrued interest) as a credit against the Closing Consideration.

Section 2.4. Conditions Precedent; Termination.

- (a) *Conditions for the Benefit of the Concessionaire.* The Concessionaire shall be obligated to complete the Closing only if each of the following conditions has been satisfied in full at or before the Time of Closing, unless waived by the Concessionaire: (i) the representations and warranties of the University set forth in Section 9.1 shall be true and correct in all material respects on and as of the date hereof and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that representations and warranties that by their terms speak only as of the date of this Agreement or some other date need to be true and correct only as of such date; (ii) the University shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the University at or prior to the Time of Closing; (iii) the University shall have obtained and delivered to the Concessionaire effective at the Time of Closing, at the expense of the Concessionaire, a commitment for a leasehold title policy or policies, in form and substance reasonably acceptable to the Concessionaire, proposing to insure the leasehold interest of the Concessionaire (which will include an endorsement with the terms of the leasehold coverage), which commitment will reflect that the University (as lessor) owns the good and marketable title (or that good and marketable title is owned for the benefit of the University) to the Parking Facilities and the Parking System Land, and is able to be transferred or granted by the University, subject only to Permitted University Encumbrances and Permitted Concessionaire Encumbrances (other than the Permitted Concessionaire Encumbrances specified in clause (iv), clause(vii) and clause (ix) of the definition of the term “Permitted Concessionaire Encumbrances” as it pertains to clauses (iii) and (v) of this Section 2.4(a)) (the “Title Commitment”); (iv) the University shall have delivered to the Concessionaire a legal opinion of counsel to the University, in substantially the form attached hereto as Schedule 7; (v) the University shall have executed and delivered to the Concessionaire (A) the assignments, transfers and conveyances contemplated by Section 2.1, and (B) the consents and estoppel certificates contemplated by Section 10.2 and the consent agreement contemplated by Section 19.1(i); (vi) there shall not have occurred a material casualty loss, destruction or damage to the Parking System; provided, however, that as used in this Section 2.4(a)(vi) and in Section 2.5(i), a material casualty loss, destruction or damage to the Parking System means the casualty, loss, damage or destruction of not less than Five Percent (5%) of the Parking Spaces as of the Bid Date such that those Parking Spaces are not available as spaces for parking motor vehicles and collecting Parking Fees; (vii) from the Bid Date through and including the Time of Closing, no action or event has transpired that would have constituted an Adverse Action had it occurred during the Term; (viii) the Enforcement Operator shall be authorized under applicable Law to perform Parking Enforcement, adjudicate Parking Violations and collect Parking Violation Revenue, in each case as contemplated by this Agreement; and (ix) the University shall have delivered to the Concessionaire a certificate confirming that each of the conditions set forth in Section 2.4(a)(i) through Section 2.4(a)(viii) has been

satisfied in full by the University (except for any condition that has been waived by the Concessionaire) at or before the Time of Closing.

- (b) *Conditions for the Benefit of the University.* The University shall be obligated to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by the University: (i) all representations and warranties of the Concessionaire in Section 9.2 shall be true and correct in all material respects on and as of the date hereof at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that representations and warranties that by their terms speak only as of the date of this Agreement or some other date need be true and correct only as of such date; (ii) the Concessionaire shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the Concessionaire at or prior to the Time of Closing (including the failure of the Concessionaire to pay the Closing Consideration at Closing in accordance with the terms hereof); (iii) the Concessionaire shall have delivered to the University a legal opinion of counsel to the Concessionaire, substantially in the form attached hereto as Schedule 8; and (iv) the Concessionaire shall have delivered to the University a certificate confirming that each of the conditions set forth in Section 2.4(b)(i) through Section 2.4(b)(iii) has been satisfied in full by the Concessionaire (except for any condition that has been waived by the University) at or before the Time of Closing.
- (c) *Mutual Conditions.* The University and the Concessionaire shall be obligated to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by both the University and the Concessionaire: (i) there shall be no preliminary or permanent injunction or temporary restraining order or other order issued by a Governmental Authority of competent jurisdiction or other legal restraint or prohibition enjoining or preventing the consummation of the Transaction; and (ii) there shall be no action taken, or any Law enacted, entered, enforced or deemed applicable to the Transaction by any Governmental Authority of competent jurisdiction that, in any such case, has resulted or (in the case of any pending review or proceeding, if adversely determined) could reasonably be expected to result in such Governmental Authority conditioning or restricting the consummation of the Transaction in a manner that would impose a material impairment on the Transaction or make the consummation of the Transaction illegal.
- (d) *Termination.* This Agreement may be terminated at any time prior to the Closing:
- (i) by mutual consent of the University and the Concessionaire in a written instrument;

- (ii) by either the University or the Concessionaire, upon notice to the other Party, if any Governmental Authority of competent jurisdiction shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transaction, and such order, decree, ruling or other action has become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 2.4(d)(ii) shall not be available to any Party whose failure to comply with any provision of this Agreement or other conduct has been the cause of, or results in such action;
 - (iii) by the Concessionaire, upon notice to the University, if any condition set forth in Section 2.4(a) is not satisfied at the Time of Closing; provided, however, that the Concessionaire shall not have the right to terminate this Agreement under this Section 2.4(d)(iii) if the Concessionaire's failure to comply with any provision of this Agreement or other conduct has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied;
 - (iv) by the University, upon notice to the Concessionaire, if any condition set forth in Section 2.4(b) is not satisfied at the Time of Closing; provided, however, that the University shall not have the right to terminate this Agreement under this Section 2.4(d)(iv) if the University's failure to comply with any provision of this Agreement or other conduct has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied; or
 - (v) by either the University or the Concessionaire if the Closing has not occurred within One Hundred Twenty (120) Days of the Bid Date.
- (e) *Effect of Termination.* In the event of termination of this Agreement by either the University or the Concessionaire as provided in Section 2.4(d), this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the University or the Concessionaire or their respective Representatives, except as set forth in Section 2.3(b), this Section 2.4(e), Article 12, Article 18 and Article 19. In the event that the Concessionaire terminates this Agreement pursuant to Section 2.4(d)(iii), as a result of the failure of the University to satisfy any condition set forth in Section 2.4(a) (excluding Sections 2.4(a)(vi) and (vii), but, with respect to the exclusion of such clause (vii), only to the extent the event described in such clause (vii) was not an action taken by the University), the University will compensate the Concessionaire for up to Two Million Dollars (\$2,000,000) of reasonable and documented out-of-pocket documented costs incurred by the Concessionaire in connection with the transaction contemplated by this Agreement. In the event of termination pursuant to Section 2.4(d)(i), (ii), (iii) or (v), the Cash Deposit and all investment earnings accrued thereon shall be paid to the Concessionaire or the Closing Deposit shall be returned undrawn to the Concessionaire marked canceled, as applicable.

Section 2.5. Covenants.

- (a) *Cooperation.* During the Closing Period, the Parties shall cooperate with each other in order to permit the Closing to be consummated on the Closing Date.
- (b) *Reasonable Efforts.* During the Closing Period, each Party shall use all reasonable efforts (i) to take, or cause to be taken, all actions necessary to comply promptly with all requirements under this Agreement and all legal requirements which may be imposed on such Party to consummate the Transaction as promptly as practicable, including, but not limited to, making any necessary filings, and (ii) to obtain (and to cooperate with the other Party to obtain) any Consent of any Governmental Authority or any other public or private third party which is required to be obtained or made by such Party in connection with the consummation of the Transaction. Each Party shall promptly cooperate with and promptly furnish information to the other Party at such other Party's reasonable request in connection with any such efforts by, or requirement imposed upon, any of them in connection with the foregoing.
- (c) *Injunctions.* If any Governmental Authority of competent jurisdiction issues a preliminary or permanent injunction or temporary restraining order or other order before the Time of Closing which would prohibit or materially restrict or hinder the Closing, each Party shall use all reasonable efforts to have such injunction, decree or order dissolved or otherwise eliminated or to eliminate the condition that formed the basis for such injunction or order, in each case as promptly as possible and, in any event, prior to the Time of Closing.
- (d) *Operation of the Parking System.* During the Closing Period, the University shall operate the Parking System in the ordinary course in a manner consistent with past practice, which shall include using all reasonable efforts to preserve the goodwill of the Parking System and to maintain good business relationships with Persons having business dealings with the Parking System, to maintain the Parking System in good operating condition and repair in accordance with past practice (ordinary wear and tear excepted), to perform (or cause to be performed) in all material respects all of the University's obligations under the Parking System Contracts, not to incur any Encumbrances on the Parking System (other than Permitted University Encumbrances) that are not satisfied by the Closing Date (or retained by the University as Excluded Liabilities after the Closing Date), and to cause the Parking System to be operated in all material respects in accordance with all applicable Laws (except to the extent any non-compliance is being contested in good faith by appropriate proceedings), all to the end that the Parking System as a going concern shall be unimpaired and delivered to the Concessionaire at the Time of Closing in a condition not materially worse than the condition as of the date hereof. The University, shall, up to and including the Time of Closing, be entitled to all of the cash or cash equivalents in or generated by the Parking System. The Concessionaire acknowledges that all receivables related to the Parking System in existence at the Time of Closing shall remain the property of the University and the Concessionaire shall promptly transfer to

the University any receivables received after the Closing Date. Without limiting the foregoing, the University shall not terminate, amend, modify or agree to a waiver of the terms of any Authorization related to the Parking System after the date of this Agreement and before the Time of Closing without the Concessionaire's consent, which shall not be unreasonably withheld, conditioned or delayed.

(e) *Parking System Contracts.* The Parking System Contracts shall be assigned by the University to, and assumed by, the Concessionaire at the Time of Closing. All other contracts related to the operation of the Parking System shall either be retained by the University following the Closing Date (so long as such retained contracts do not interfere with the operation of the Parking System) or be terminated by the University, effective at the Time of Closing; provided, however, that any liability under or related to any contract related to the Parking System (other than the Parking System Contracts) that is retained by the University following the Closing Date or terminated by the University on the Closing Date (including any liability resulting from the termination thereof), and any liability under or related to any Parking System Contract attributable to periods prior to the effectiveness of the assignment thereof to the Concessionaire, shall be solely for the account of the University.

(f) *Disclosure of Changes.*

(i) During the Closing Period, each Party shall immediately disclose in writing to the other Party any matter which becomes known to it which is inconsistent in any material respect with any of the representations or warranties contained in Article 9. No such disclosure, however, shall cure any misrepresentation or breach of warranty for the purposes of Section 2.4 or Article 12; and

(ii) During the Closing Period, the University may supplement or amend the Schedules hereto, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplement or amendment shall be deemed to cure any breach for purposes of Section 2.4(a) or, subject to the following sentence, for any other purpose. Notwithstanding the previous sentence, if the Closing occurs, then, subsequent to the Closing, any such supplement or amendment with respect to any representation or warranty contained in Sections 9.1(d), 9.1(i), or 9.1(j) relating to a matter arising after the date hereof will be effective to cure and correct for all purposes any inaccuracy in, or breach of, any such representation or warranty which would exist if the University had not made such supplement or amendment, and all references to any Schedule hereto which is supplemented or amended as provided in this Section 2.5(f)(ii) shall (subject to the foregoing limitation) for all purposes after the Closing be deemed to be a reference to such Schedule as so supplemented or amended.

- (g) *Access to Information.* During the Closing Period, but subject to confidentiality obligations binding on the University with respect to any Person (provided that the University has disclosed to the Concessionaire the existence of the applicable Document that is subject to such confidentiality limitation in order to enable the Concessionaire to evaluate the materiality and significance of the lack of disclosure based on such limitations), the University shall (i) give the Concessionaire and its Representatives reasonable access during normal business hours and on reasonable notice to the Parking System, subject to the University's policies and regulations regarding safety and security and any other reasonable conditions imposed by the University, (ii) permit the Concessionaire and its Representatives to make such inspections as they may reasonably request and (iii) furnish the Concessionaire and its Representatives with such financial and operating data and other information that is available with respect to the Parking System as they may from time to time reasonably request. The Concessionaire shall hold and will cause its Representatives to hold in strict confidence all Documents and information concerning the Parking System to the extent and in accordance with the terms and conditions of the confidentiality agreement between the University and the Concessionaire in connection with the Transaction. After the Closing Date, the Concessionaire shall, at the request of the University, in connection with claims or actions brought by or against third parties based upon events or circumstances concerning the Parking System, (A) provide reasonable assistance in the collection of information or Documents and (B) make the Concessionaire's employees available when reasonably requested by the University; provided, however, that the University shall reimburse the Concessionaire for all reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire in providing said assistance and will not unduly interfere with Concessionaire's operations.
- (h) *Transition.* During the Closing Period, the Parties shall cooperate with each other to ensure the orderly transition of control, custody, operation, management, maintenance of and the right to charge and collect Parking Revenue and Parking Violation Revenue in connection with the Parking System at the Time of Closing and to provide the services to the Parking System required to be performed under this Agreement. In order to assure such orderly transition and to provide Information and Documents related to the operations of the Parking System to the Concessionaire, the University shall use commercially reasonable efforts to exercise its rights under existing service agreement with service providers. At the request of the Concessionaire given within Thirty (30) Days after the date hereof, the University will use commercially reasonable efforts to provide to the Concessionaire, for up to Six (6) months following the Closing, the services of any University Parking System Employees. The Concessionaire and the University agree that during the period of time that any services are performed by any University Parking System Employees pursuant to this paragraph, the University Parking System Employees will continue to be employees of the University and not employees or carryover public employees of the Concessionaire. All such services shall be provided for an amount equal to the actual cost to the University (including employment costs and related overhead

expenses allocable to such employees, as reasonably determined by the University), which amount shall be billed to the Concessionaire as soon as reasonably practicable following the end of each month and shall be payable by the Concessionaire within Thirty (30) Days of receipt of any such statement, and upon such other reasonable terms and conditions as the University and the Concessionaire may agree; provided, however, that such statement shall show in reasonable detail the hours worked and hourly rate of each such employee and the amount of overhead expenses allocated to each such employee by the University.

- (i) *Casualty Loss Prior to Closing.* If prior to the Time of Closing, a material casualty loss, destruction or damage to the Parking System has occurred and this Agreement has not been terminated under Section 2.4(d), then the University shall, at its option, either (i) promptly and diligently repair and rebuild the affected parts of the Parking System to restore them to at least the same condition in which they were before the occurrence of such casualty loss, destruction or damage, provided that if the affected parts of the Parking System cannot prior to the Closing Date be repaired or rebuilt to restore them to at least the same condition in which they were before the occurrence of such material casualty loss, destruction or damage, the University shall make such repairs or restoration as can reasonably be completed prior to the Closing Date and shall provide to the Concessionaire a plan for the completion of such repairs or restoration following the Time of Closing at the University's expense and shall then complete such repairs or restoration in accordance with such plan, or (ii) authorize the Concessionaire to repair the Parking System and assign to the Concessionaire all insurance and other proceeds (if any) payable by third-party insurers or other third parties in respect of such casualty loss, destruction or damage and enforce (with the cooperation of the Concessionaire) all of its rights, remedies and privileges under any applicable insurance policies with third-party insurers; provided that if no insurance exists or such insurance proceeds are not sufficient to repair and rebuild the affected parts of the Parking System to its prior condition, then the University shall reimburse the Concessionaire for that amount representing the difference between the cost to repair and the amount of any insurance proceeds.
- (j) *Policies of Insurance.* During the Closing Period, the University shall continue in force all applicable policies of insurance maintained by the University in respect of the Parking System. At the Time of Closing, all such policies of insurance shall terminate and the Concessionaire shall be responsible for obtaining insurance for the Parking System in accordance with the terms hereof.
- (k) *Employees.* Prior to the Time of Closing, the Concessionaire shall use its best efforts to or cause the Operator to interview all University Parking System Employees as of that date that is Ten (10) Business Days prior to the Closing Date who apply for a position with the Concessionaire or the Operator, as the case may be. The Concessionaire and the Operator shall have no obligation to offer employment to any such individual but each may, in its discretion, choose

to do so. If the Concessionaire or the Operator makes any offer of employment to any such individual, such offer shall contain only the terms and conditions of employment that the Concessionaire or the Operator, as the case may be, deems to be appropriate in its discretion. The Concessionaire or the Operator, as the case may be, shall make all new terms and conditions of employment known to all University Parking System Employees before any applications are accepted or offers of employment are made. Any University Parking System Employees who are employed by the Concessionaire will be hired as new employees. Such University Parking System Employees will in no way be considered transferred to the Concessionaire or the Operator, as the case may be, from the University, and they will not be considered carryover public employees. Any and all employees of the Concessionaire and the Operator shall have met all reasonable background inspection and security requirements of the University, as promulgated from time to time.

- (l) *Office Space.* The Parties shall use reasonable efforts to enter into a commercially reasonable lease agreement prior to the Closing Date with respect to the lease of office space by the University to the Concessionaire within the Competing Parking Area at the then applicable University rental rates as established by the University Department of Physical Planning and Real Estate (PPARE) from time to time; provided, however, that the execution and delivery of such lease agreement shall not be a condition precedent to Closing.
- (m) *12th Avenue Garage.* The Concessionaire acknowledges and agrees that the University shall enter into construction contracts (and any ancillary document(s)) relating to the rehabilitation of the 12th Avenue Garage, as described in Part I of Schedule 3. The University shall present any such contracts to the Concessionaire for its review and comment prior to execution thereof. The University covenants to, at the Time of Closing, assign, or to make the Concessionaire the beneficiary of, any contractor's warranties in such contracts. If the rehabilitation is not substantially completed by December 31, 2012, such failure shall be a Compensation Event.
- (n) *Additional Parking Spaces.* The University shall construct approximately One Thousand Four Hundred (1,400) surface Parking Spaces (the "Parking Spaces Addition") within the Competing Parking Area. Upon completion, the Parking Spaces Addition shall be deemed to be Parking Facilities for purposes of this Agreement and shall be included in the Parking System to be operated by the Concessionaire under the terms of this Agreement. The addition of the Parking Spaces Addition to the Parking System shall not constitute a Compensation Event.

Section 2.6. Intended Treatment for Federal and State Income Tax Purposes.

- (a) *Tax Treatment.* This Agreement is intended for United States federal and state income Tax purposes to be a sale of certain assets included in the Parking System to the Concessionaire, a lease of certain assets included in the Parking

System, a grant to the Concessionaire of a right and franchise within the meaning of sections 197(d)(1)(D) and (F) of the Internal Revenue Code of 1986, and sections 1.197-2(b)(8) and (10) of the Treasury Regulations thereunder, for and during the Term to provide Parking Services and an assignment to the Concessionaire of all other section 197 intangibles (within the meaning of such in the Internal Revenue Code of 1986) held by the University with respect to the Parking System and the Parking System Assets and conveyed by this Agreement. The University and the Concessionaire agree that the Closing Consideration will be allocated among the assets that the Concessionaire is obtaining the use of pursuant to this Agreement using the residual allocation provisions of section 1060 of the Internal Revenue Code of 1986 as provided therein. Notwithstanding the foregoing, this provision only sets forth the intentions of the Parties with respect to federal and state income tax purposes, and no provision of this Agreement is intended to, or shall in any way, transfer any fee interest in real property or improvements comprising the Parking System to the Concessionaire for purposes of the provisions of the Ohio Revised Code governing legal title to real property or the common law of Ohio or any other purpose whatsoever other than for United States federal and state income Tax purposes as described above. All real estate and improvements now or hereafter forming part of the Parking System shall be the fee-owned property of and owned solely by the University and are subject to the terms and conditions of this Agreement. Any Concession Compensation or Settlement Compensation paid to the Concessionaire hereunder shall be deemed an adjustment to the Closing Consideration for tax purposes.

- (b) *Payment.* For purposes of section 467 of the Internal Revenue Code of 1986, and the Treasury Regulations promulgated thereunder, the Closing Consideration payable by the Concessionaire to the University shall, for federal income tax purposes only, be allocated over the base Term in equal amounts for an annual rental period in accordance with a schedule to be prepared by the Concessionaire, subject to Approval by the University, which schedule shall constitute a specific allocation of such amounts for purposes of section 467 of the Internal Revenue Code of 1986. The University and the Concessionaire hereby agree to reasonably cooperate to modify the schedule referred to above if the amount of rental payments on which such schedule is based changes after the date such schedule is approved or there is any other modification to the lease after the date thereof for which it would be advisable in the Concessionaire's reasonable discretion to modify such schedule. Notwithstanding the foregoing allocation, all such rental payments shall for all purposes other than federal income tax purposes constitute a fee which is fully earned on payment. If the University files a tax return for federal income tax purposes, the University shall, for federal income tax purposes only, treat the Closing Consideration in a manner consistent with the allocation set forth in this Section 2.6(b).
- (c) *Allocation.* The Concessionaire shall prepare an allocation of the Closing Consideration (and all other capitalized costs) among the acquired assets in accordance with section 1060 of the Internal Revenue Code of 1986 and the applicable Treasury Regulations. The Concessionaire shall deliver such

allocation to the University within 120 Days after the Closing. In the case of any dispute regarding such allocation between the Concessionaire and the University, either Party may submit the matter for dispute resolution under the provisions of Article 18. The University shall file all tax returns in a manner consistent with such allocation. Each of the Concessionaire and the University acknowledges that the leasing of certain assets included in the Parking System as provided under this Agreement may result in the transfer of the tax ownership of such assets from the University to the Concessionaire.

Section 2.7. Closing Deliveries. At the Time of Closing, each Party shall execute and deliver all assets, agreements, bills of sale, assignments, endorsements, instruments and Documents as are reasonably necessary in the opinion of the other Party to effect the Transaction (and in form and substance that are reasonably satisfactory to such other Party).

Section 2.8. Memorandum of Lease. At the Time of Closing, the Parties shall execute and deliver a memorandum of lease (the "Memorandum of Lease") in the form attached hereto as Schedule 18, which shall be recorded in the Franklin County Recorder's Office. To the extent that changes are made to this Agreement with respect to the Term, leased property or other material matters set forth in the recorded Memorandum of Lease, the Parties shall execute, deliver and record an amendment to the recorded Memorandum of Lease reflecting such changes. The Parties agree not to record this Agreement itself.

ARTICLE 3 TERMS OF THE CONCESSION

Section 3.1. Quiet Enjoyment and Present Condition.

- (a) *Quiet Enjoyment.* The University agrees that, subject to the University's remedies upon a Concessionaire Default, the Concessionaire shall, at all times during the Term, be entitled to and shall have quiet enjoyment of the Parking System and the rights and privileges granted to the Concessionaire hereunder, subject to the provisions contained in this Agreement. The University and the Concessionaire acknowledge that the Concessionaire's rights to use the Parking System and to collect and retain Parking Revenue and Parking Violation Revenue are subject to the right of the University, in accordance with the terms of this Agreement, to monitor compliance with this Agreement to ensure that the Parking System is used and operated as required by this Agreement. Any entry by the University or any of their Representatives onto the Parking System required or permitted under this Agreement shall not constitute a reentry, trespass or a breach of the covenant for quiet enjoyment contained in this Agreement. The University shall, at all times during the Term, defend its fee or leasehold interest title, as the case may be, to the Parking System, the Concessionaire's leasehold interest in and to the Parking System and the rights granted to the Concessionaire hereunder, or any portion thereof, against any Person claiming any interest adverse to the University or the Concessionaire in the Parking System, or any portion thereof, except where such adverse interest

arises as a result of the act, omission, negligence, misconduct or violation of Law of the Concessionaire, its Affiliates or their respective Representatives.

- (b) *Present Condition.* Subject to Section 2.5(i) and except as specifically set forth herein, the Concessionaire understands, agrees and acknowledges that the Concessionaire (i) by the execution of this Agreement, agrees to accept the Parking System “AS IS” at the Time of Closing and (ii) has inspected the Parking System and is aware of its condition and acknowledges that the University neither has made nor is making any representation or warranty, express or implied, regarding the condition of the Parking System (or any part thereof) or its suitability for the Concessionaire’s proposed use.

Section 3.2. Parking System Operations.

- (a) *Use.* Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, (i) be responsible for all aspects of the Parking System Operations and (ii) maintain and operate the Parking System and cause the Parking System Operations to be performed in accordance with the provisions of this Agreement, the Operating Standards, and applicable Law. The Concessionaire shall, at all times during the Term, cause the Parking System to be used exclusively for the Parking System Purposes and continuously open and operational for the Parking System Purposes in accordance with the Operating Standards as controlled access parking garages, controlled access parking lots or metered or permitted parking lots and spaces, except that the Concessionaire shall not be obligated to conduct Parking System Operations (A) during any period of time during which the University has suspended Parking System Operations with respect to such Parking Spaces, (B) as specifically permitted under this Agreement, (C) as required by applicable Law, (D) as necessary to comply with any other requirement of this Agreement (including closures related to the performance of Capital Improvements or maintenance or repair activities as required by the Operating Standards) or (E) as necessary for temporary closures required to address emergencies, public safety, temporary events or closures undertaken to maintain the Public Way; provided, however, that in the event of any temporary suspension of Parking System Operations pursuant to any of clauses (A) through (E) of this Section 3.2(a), such suspension shall be limited as much as practicable so as to allow all other Parking System Operations to continue. Notwithstanding the foregoing, the Concessionaire may not permit non-Permit parking at the Parking Facilities in excess of the amount of such non-Permit parking on the date hereof and may not otherwise restrict or allocate any of the Parking Spaces in any manner not permitted by the Operating Standards or as set forth in this Section 3.2(a).
- (b) *Costs and Expenses.* Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, pay or cause to be paid all costs and expenses relating to the Parking System Operations as and when the same are due and payable.

- (c) *Assumed Liabilities and Excluded Liabilities.* The Concessionaire agrees to assume and discharge or perform when due all debts, liabilities and obligations whatsoever relating to the Parking System or the Parking System Operations that occur, arise out of or relate to, or are based on facts or actions occurring during the Term but only to the extent such debts, liabilities or obligations do not arise from or relate to any breach by the University of any covenant, representation or warranty set forth in this Agreement (collectively, the “Assumed Liabilities”); provided, however, that the Assumed Liabilities shall not include, and the University shall perform or cause to be performed and discharge or cause to be discharged as and when due, any debts, liabilities and obligations (i) with respect to the University’s obligations under this Agreement, (ii) arising out of the Parking System or any Parking System Operations (including with respect to any Parking System Contracts) prior to the Time of Closing, (iii) resulting from any employee of the Concessionaire or the Operator that was previously a University Parking System Employee being a “carry over employee” under any Law of the State of Ohio, and (iv) arising under any Environmental Law and related to (1) the ownership, operation or condition of the Parking System prior to the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing, prior to the time of the addition of such Parking Space or Parking Facility to the Parking System) or (2) any Hazardous Substance or other contaminant that was present or released on or migrated or escaped or was released from the Parking System or its subsurface or otherwise existed at any time prior to the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing, at any time prior to the time of the addition of such Parking Space or Parking Facility to the Parking System) and including (A) the abatement or removal of any asbestos present at the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing, at the time of the addition of such Parking Space or Parking Facility to the Parking System) from the Parking System as required by any Environmental Law in connection with the repair, maintenance or construction activities permitted or required to be performed under this Agreement and (B) any known or unknown environmental conditions relating to the Parking System or its subsurface that existed prior to the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing, prior to the time of the addition of such Parking Space or Parking Facility to the Parking System) the manifestation of which occurs following the Time of Closing (or, with respect to any Parking Space or Parking Facility added to the Parking System after the Time of Closing, following the time of the addition of such Parking Space or Parking Facility to the Parking System), which environmental obligations the University shall perform and discharge when due (collectively, the “Excluded Liabilities”).
- (d) *Issuance of Parking Tickets.*
- (i) The Concessionaire (through the Enforcement Operator) and the University’s designated personnel shall have the exclusive right and

responsibility, in accordance with this Agreement and the Enforcement Policies and Procedures, to administer Parking Enforcement. The Concessionaire and the University shall cooperate to establish, maintain and undertake the Enforcement Policies and Procedures, and the Parties shall assess and make necessary changes to the Enforcement Policies and Procedures no less frequently than once per each Permit Year. The University shall not change the Enforcement Policies and Procedures in any manner that would have a Material Adverse Effect without the Concessionaire's prior written consent. The Schedule for parking fines for Parking Violations is set forth in Schedule 5.

- (ii) The Concessionaire shall be responsible for the adjudication related to the Parking Enforcement. Such adjudication shall be consistent with the historical practices of the University, including a consistent proportion of parking tickets that are dismissed in relation to the number of parking tickets issued; provided, however, in connection with determining whether to dismiss a ticket, the Concessionaire may in all cases take into account the severity of infraction, the frequency of the infraction by the particular violator and the likelihood of the infraction causing an Emergency.
- (iii) The Concessionaire shall have the exclusive right to collect all Parking Violation Revenue during the Term in accordance with Enforcement Policies and Procedures, regardless of whether such Parking Violation Revenue resulted from Parking Enforcement conducted by the Enforcement Operator or the University's designated personnel; provided, however, that within Thirty (30) Days of the end of each Permit Year, the Concessionaire shall pay to the University an amount, in cash, equal to (A) the Parking Violation Revenue less (B) the sum of (1) reasonable costs of collection and adjudication, (2) any reasonable cost of purchase, installation, operation and maintenance of any equipment or system designed to enhance Parking Enforcement, amortized over the depreciable life of such equipment (but only to the extent such equipment or system is demonstrably shown to actually reduce the cost of Parking Enforcement), and (3) the amount of reasonable compensation paid by Concessionaire to the Enforcement Operator; provided, further, that the University shall use commercially reasonable efforts to assist Concessionaire's collection of Parking Violation Revenue, which shall include conditioning the release of student transcripts and diplomas on the payment of Parking Violation Revenue owed, all in accordance with past practices.
- (iv) The Concessionaire shall delegate its duties under this Section 3.2(d) to a Contractor, reasonably acceptable to the University that may be the Operator (the "Enforcement Operator"); provided, however, that any Contractor selected pursuant to this Section 3.2(d) shall be subject to the same restrictions and approval requirements of the Operator in Section 3.3.

- (v) The University, through its designated personnel, retains the right to perform Parking Enforcement. The Concessionaire shall provide to the University, at the Concessionaire's sole cost and expense, parking ticket books or rolls and other items and materials reasonably necessary to enable the University to perform Parking Enforcement as contemplated by this Section 3.2(d). The University retains the sole right and responsibility to provide all other enforcement of parking rules and violations not listed in the Enforcement Policies and Procedures and Schedule 5. The University shall uphold, support and enforce Parking Enforcement performed by the Concessionaire through the Enforcement Operator pursuant to this Section 3.2(d) to the same extent and in the same manner as Parking Enforcement activities performed by the University or its Representatives.
- (e) *Right of Entry and Access to the Public Way.* The University hereby grants to the Concessionaire and its Representatives a license to enter upon, in, under, over and across the Public Way to such extent and at such times as shall be necessary or desirable for the Concessionaire to access the Parking System in order to conduct Parking System Operations, including operating, maintaining, inspecting, repairing and managing Parking System properties, including the Parking System Assets and all supporting structures and appurtenances thereto, collecting Parking Revenue and installing monitoring or observation technology or equipment reasonably necessary for Parking System Operations. The rights granted to the Concessionaire under this Section 3.2(e) neither create an interest in real property nor do they create a priority in favor of the Concessionaire over any other user of such areas and are subject to the Operating Standards and all provisions of Law relating to the conduct of a private business or franchise in the Public Way. Notwithstanding the foregoing, the Concessionaire acknowledges that it may not use the Public Way to operate transit buses or other transit vehicles unless Approved by the University, which Approval may be withheld in the University's discretion.
- (f) *Improvements in Operations.* In order to improve the University's transportation and parking systems, the University and Concessionaire may, upon mutual written amendment thereto, agree to provide as part of this Agreement additional transportation and parking services, including enhancements to operations related thereto. During the first Three (3) months of each Permit Year, the Concessionaire shall meet with the University to suggest enhancements that may improve the University's transportation and parking systems based on a "lessons learned" approach with respect to the Concessionaire's operating experience the previous Permit Year.
- (g) *Valet.* The Concessionaire shall permit the University or its designee to continue to perform valet parking services within the Competing Parking Area reasonably commensurate with the valet parking services provided as of the Bid Date, and the provision of such valet parking services shall not constitute a Compensation Event. The Concessionaire shall permit, at the then-current "Departmental

Reserved Space” rate set forth on Table 5 of Schedule 5, the use of Parking Spaces commensurate with those subject to and associated with the provision of such valet parking services provided as of the Bid Date.

Section 3.3. Operator.

- (a) *Engagement.* The Parking System Operations shall, at all times during the Term, be under the direction and supervision of an active operator with the expertise, qualifications, experience, competence, skills and know-how to perform the Parking System Operations in accordance with this Agreement (an “Operator”) who may be (but is not required to be) the Concessionaire itself. The Operator on the first Day of the Term shall be the Concessionaire unless the Concessionaire has designated another Person to be the Operator and such Person has been approved in accordance with Section 3.3(b). The Concessionaire shall not engage or appoint a replacement Operator unless the University has Approved such Operator; provided, however, that a Change in Control of an Operator shall be deemed to be the appointment of a replacement Operator subject to the University’s Approval; provided, however, that for purposes of this Section 3.3(a), the definition of “Change in Control” shall be read and apply as though “Operator” were substituted for “Concessionaire” in clauses (a), (b) and (c) thereof; provided, further, that if the University does not provide the Concessionaire with the relevant Approval, the Concessionaire shall be entitled to appoint an interim Operator for a period of up to One Hundred Eighty (180) Days from the date of appointment of such interim Operator. This interim Operator may be selected without Approval by the University so long as the Concessionaire reasonably determines that the interim Operator meets the following criteria: (A) the interim Operator has experience in operating public parking facilities substantially similar to the Parking System and (B) the interim Operator (or any guarantor of its obligations) has a tangible net worth reasonably sufficient to carry out its obligations and responsibilities as Operator. The Concessionaire shall not extend the term of any interim Operator beyond Six (6) consecutive months or appoint a successor interim Operator after such Six (6) month period. The Operator shall at all times be subject to the direction, supervision and control (by ownership, contract or otherwise) of the Concessionaire, and any delegation to an Operator shall not relieve the Concessionaire of any obligations, duties or liability hereunder. The Concessionaire shall immediately notify the University upon the termination or resignation of an Operator. Any agreement between the Concessionaire and any Operator shall by its terms terminate without penalty at the election of the University or the Operator upon Three (3) Business Days notice to such Operator or the University, as applicable, upon the termination of this Agreement. The Operator shall have no interest in or rights under this Agreement or the Parking System unless the Operator is the Concessionaire itself.
- (b) *Approval.* The University’s Approval of a proposed replacement Operator may be withheld if the University reasonably determines that the engagement of such proposed Operator is prohibited by applicable Law or such proposed Operator is

not capable of performing the Parking System Operations in accordance with this Agreement, which determination may be based upon, or take into account, one or more of the following factors: (i) the ability of the Operator to operate the Parking System in a manner that complies with the Operating Standards and will result in the operation of the Parking System in accordance with the purposes of the University; (ii) the financial strength and integrity of the proposed Operator, its direct or indirect beneficial owners and each of their respective Affiliates; (iii) the capitalization of the proposed Operator; (iv) the experience of the proposed Operator in operating on street metered parking and parking garages and performing other projects; (v) the background and reputation of the proposed Operator, its direct or indirect beneficial owners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (vi) the proposed terms of the engagement of the Operator. The University shall have the right to reasonably condition its Approval of a proposed replacement Operator.

(c) *Removal.*

(i) If the Operator fails to operate the Parking System in compliance with the Operating Standards, and

(A) such failure is the breach of a material provision of the Operating Standards, the University may provide written notice to the Operator and Concessionaire setting forth such delinquency and deficiencies in the operation of the Parking System. If the Operator fails to cure such delinquency and correct such deficiencies within Thirty (30) Days of said written notice, then (i) the University may, upon notice to Concessionaire, (A) cure any such delinquency and correct any such deficiencies and (B) Concessionaire shall reimburse the University any and all costs related to such cure and/or correction; and (ii) the University may direct that the Concessionaire remove the Operator pursuant to the written order of senior University officials designated by the Board in writing for such purpose or otherwise with respect to assessing the performance of the Operator (the "Senior Officials").

(B) such failure results in an Emergency, then the University may, upon notice to Concessionaire, (i) immediately cure any such delinquency and correct any such deficiencies after endeavoring to provide Concessionaire notice appropriate under the circumstances (which may include telephone notice) and (ii) Concessionaire shall reimburse the University any and all costs related to such cure and/or correction.

(ii) Notwithstanding the foregoing, to the extent a failure to comply with a material provision of the Operating Standards occurs Three (3) or more times in a rolling Twelve (12) month period, the University, in addition to

exercising its rights to any other remedies available to it hereunder or at Law, may direct that the Concessionaire remove the Operator pursuant to the written order of the Senior Officials. For the avoidance of doubt, the exercise by the University of its right under this Section 3.3(c)(ii) shall not in and of itself result in a Concessionaire Default for any failure to comply with Section 6.1.

- (iii) The University shall provide the Concessionaire and the Operator with no less than Twenty (20) Days prior written notice of the time, date, place and subject matter of any meeting of the Senior Officials at which the removal resolution will be considered, and both the Concessionaire and the Operator shall be afforded a reasonable opportunity to present testimony and evidence at such meeting and to present to the Senior Officials written objections to any proposed removal determination. Any written order of the Senior Officials removing the Operator shall contain written determinations as to the reasons for removal of the Operator. Within Forty-Five (45) Days following the effective date of such resolution, the Concessionaire shall remove the then current Operator and replace such Operator with either (A) a new Operator that is approved by the University pursuant to Section 3.3(b) or (B) the Concessionaire; provided, however, that if the Concessionaire cures the delinquency within such Forty-Five (45) Day period, the Concessionaire need not remove the Operator.
- (iv) The rights and remedies of the University set forth in this Section 3.3(c) shall be in addition to, and cumulative with, the rights and remedies set forth in Section 16.1.

Section 3.4. Authorizations; Qualifications.

- (a) *Compliance.* The Concessionaire shall obtain, comply with, promptly renew and maintain in good standing all Authorizations; provided, however, that if the Concessionaire is, at any time during the Term, required to obtain any Authorization from a Governmental Authority that the University was not required to obtain in connection with its operation of the Parking System prior to the Time of Closing, the University shall use its reasonable efforts to assist the Concessionaire in obtaining such Authorization. Nothing in this Agreement, including Section 2.1, shall be deemed to waive or modify any Authorization required to be obtained by the Concessionaire or any other Person in connection with the Parking System, the Parking System Operations or any activities generating Parking Revenue.
- (b) *Qualifications.* The Concessionaire shall, at all times during the Term, maintain in full force and effect its existence and all qualifications necessary to carry on its business pertaining to the Parking System Operations, including all rights, franchises, licenses, privileges and qualifications required in connection with the Parking System Operations.

Section 3.5. No Encumbrances.

- (a) *By the Concessionaire.* The Concessionaire shall not do any act or thing that will create any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Parking System and shall promptly remove any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Parking System, unless the Encumbrance came into existence as a result of an act of or omission by the University or a Person claiming through it which in turn was not caused by an act or omission of the Concessionaire. The Concessionaire shall not be deemed to be in default hereunder if the Concessionaire continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance; provided that the Concessionaire has given (i) advance notification to the University that it is the intent of the Concessionaire to contest the validity or collection thereof or cause such contest and (ii) unless a bond or other security is provided in connection with such proceedings, a satisfactory indemnity to the University or deposited with the University a Letter of Credit, indemnity bond, surety bond, cash or Eligible Investment reasonably satisfactory to the University in an amount equal to the amount of the claim or Encumbrance, plus such interest and penalties, court costs, or other charges as the University may reasonably estimate to be payable by the Concessionaire at the conclusion of such contest or as is required to provide insurance over any potential Encumbrance; provided, however, that in the event such Letter of Credit bond, cash or Eligible Investment shall be so deposited, the same shall be held by the University until such claim or other imposition shall have been released and discharged and shall thereupon be promptly returned to the Concessionaire, less any amounts reasonably expended by the University to procure such release or discharge or any loss, cost, damage, reasonable attorneys' fees or expense incurred by the University by virtue of the contest of such Encumbrance.
- (b) *By the University.* The University shall not do any act or thing that will create any Encumbrance (other than a Permitted University Encumbrance) against the Parking System and shall promptly remove any Encumbrance (other than a Permitted University Encumbrance) against the Parking System that came into existence as a result of an act of or omission by the University or a Person claiming through the University. The University shall not be deemed to be in default hereunder if the University continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance; provided that the University has given advance notification to the Concessionaire that it is the intent of the University to contest the validity or collection thereof or cause such contest.
- (c) *Removal.* Each Party, if requested by the other Party and at such other Party's costs and expense, shall use its reasonable efforts to assist such other Party in attempting to remove any Encumbrance that has come into existence as a result

of an act of or omission by such other Party; provided that nothing herein shall obligate the University to waive, modify or otherwise limit or affect the enforcement by the University of any applicable rule, procedure or policy of the University whether or not with respect to the Parking System or any activities generating Parking Revenue or anything unrelated thereto.

Section 3.6. Single Purpose Covenants. The Concessionaire shall, at all times during the Term, (i) be formed and organized solely for the purpose of owning the Concessionaire Interest and using, possessing, operating and collecting Parking Revenue and Parking Violation Revenue with respect to and otherwise dealing with the Parking System (and carrying out the Parking Services and other activities permitted pursuant to this Agreement (and any activities reasonably incidental thereto)), (ii) not engage in any business unrelated to clause (i) above, (iii) not have any assets other than those related to its activities in accordance with clauses (i) and (ii) above, (iv) except as appropriate for Tax reporting purposes, maintain its own separate books and records and its own accounts, (v) observe all corporate, limited partnership or limited liability company, as applicable, formalities and do all things necessary to preserve its existence, (vi) not guarantee or otherwise obligate itself with respect to the debts of any other Person, (vii) except as expressly permitted hereby or by any Leasehold Mortgage, or in connection in the ordinary course of business of the Parking System, not pledge its assets for the benefit of any other Person and (viii) maintain adequate capital in light of its contemplated business operations.

Section 3.7. Rights of the University to Access and Perform Work on the Parking System and Utilize Space for Renewable Energy Resources.

- (a) *Reservation of Rights.* The University reserves (for itself and any of its Representatives, grantees, tenants, mortgagees, licensees and other claiming by, through or under the University) and shall, at all times during the Term, have the right to enter the Parking Facilities and have access to the Parking Spaces in response to any event, circumstance or purpose (x) described in Section 3.7(a)(i) and Section 3.7(a)(ii), such right to be exercised at all reasonable times upon reasonable prior notice to the Concessionaire, (y) described in Section 3.7(a)(iii), such right to be exercised at all reasonable times upon reasonable prior notice to the Concessionaire if practicable under the circumstances, and (z) described in Section 3.7(a)(iv) through (viii) (inclusive), such right to be exercised at all reasonable times with the University to request, with reasonable prior notice, the Concessionaire's consent to the exercise of such right, such consent to be unreasonably withheld, conditioned or delayed:
- (i) to inspect the Parking System or determine whether or not the Concessionaire is in compliance with its obligations under this Agreement or applicable Law pursuant to Section 8.3;
 - (ii) if a Concessionaire Default then exists, subject to the cure rights of any Leasehold Mortgagee under Section 19.3, to make any necessary repairs to the Parking System and perform any work therein pursuant to Section 16.1(b)(iii);

- (iii) in the event of an Emergency or danger that threatens to cause injury to individuals (or damage to property) or to materially impair the continuous operation of the Parking System or to materially impair the enforcement of Parking Violations and if the Concessionaire is not then taking all necessary steps to rectify or deal with said emergency or danger, to take actions as may be reasonably necessary to rectify such emergency or danger;
- (iv) at its own cost and expense, to design, construct, operate, service, manage, maintain, repair, rehabilitate or replace any Affected Property owned or controlled by the University that is located within the boundaries of the Parking System, including, without limitation, utilities and storage and maintenance facilities located within portions of the Affected Property that is located within the boundaries of the Parking System;
- (v) at its own cost and expense, to (A) install, design, manage, maintain, repair and rehabilitate any existing or future safety measures (whether provided by the University or third parties at the University's instruction) in, on, under, across, over or through the Parking System (including surveillance equipment and other safety equipment), (B) grant easements and rights on, over, under or within the Parking System for the benefit of suppliers or owners of any such measures and (C) use the Parking System in connection with any such installation, design, management, maintenance, repair or rehabilitation (provided that notwithstanding the foregoing clauses (A), (B) and (C), the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate safety measures for its own account (and not for lease, resale or service to third parties) to the extent that the said safety measures are necessary for the Parking System Operations);
- (vi) at its own cost and expense, to design, construct, operate, service, manage, maintain, repair, rehabilitate or replace any Affected Property, other than as provided in clause (v);
- (vii) at its own cost and expense, to (A) install, design, manage, maintain, repair and rehabilitate any existing or future utilities or similar services (whether provided by the University or third parties at the University's instruction) in, on, under, across, over or through the Parking System (including water and sewer lines, power transmission lines, fiber optic cable, other communications and other equipment), and (B) grant easements and rights on, over, under or within the Parking System for the benefit of suppliers or owners of any such utilities or services (provided that notwithstanding the foregoing clauses (A) and (B), the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate utilities or other services for its own account (and not for lease, resale or service to third parties) to the

extent that the said utilities or services are necessary for the Parking System Operations); and

- (viii) at its own cost and expense (except as otherwise expressly provided in this Agreement) and solely in accordance with the terms hereof, to do any other act or thing that the University may be obligated to do or have a right to do under this Agreement.

provided, however, that the University shall not (A) be obligated to make any payments to the Concessionaire for such access (other than Concession Compensation to the extent required hereunder) and the University shall use reasonable efforts to minimize interference with the Parking System Operations in connection with any entry on the Parking System pursuant to this Section 3.7(a) and (B) have access to the cash collections or any software or other intangibles of the Concessionaire. The University shall pay to the Concessionaire the Concession Compensation resulting from any entry to or action on the Parking System pursuant to clauses (iv), (v), (vi), (vii) and (viii).

- (b) *Access Rights.* The University and any of its Representatives, grantees, tenants, mortgagees, licensees and others claiming by, through or under the University, during the progress of any work referred to in this Section 3.7 shall have all necessary easement and access rights and may keep and store at the Parking System all necessary materials, tools, supplies, equipment and vehicles, in a reasonably neat and orderly fashion in compliance with all Laws and so as to not unreasonably interfere with the Concessionaire's conduct of business at the Parking System. To the extent that the University undertakes work or repairs in the Parking System under this Section 3.7 or any other provision of this Agreement, such work or repairs shall be commenced and diligently completed in a good and workmanlike manner, in accordance with any applicable Operating Standards and in such a manner as not to unreasonably interfere with the conduct of business in or use of such space.
- (c) *Renewable Resources.* The University recognizes the value of exploring the use of renewable resources, and, consistent therewith, the University reserves the right (i) to use portions of the Parking Facilities not utilized for Parking Spaces for the installation, operation, replacement and repair of renewable energy apparatus, including, solar panels as well as collection and distribution facilities; and (ii) to use portions of Parking Spaces for the installation, operation, replacement and repair of charging stations and other renewable energy devices utilized by certain motor vehicles; provided, however, that with respect to clause (ii), (x) no such apparatus shall permanently prevent motor vehicles from parking therein; (y) electricity usage at any such charging stations shall be separately monitored and paid for or reimbursed by the University; and (z) such use shall be subject to the terms for closure and removal of Parking Spaces under Article 7. Any such access contemplated by this Section 3.7(c) shall comply with the access right requirements set forth above in Section 3.7(b).

- (d) *Effect of Reservation.* Any reservation of a right by the University and any of its Representatives, grantees, tenants, licensees and others claiming by, through or under the University to enter the Parking Spaces and to make or perform any repairs, alterations, Restoration or other work in, to, above, or about the Parking System which is the Concessionaire's obligation pursuant to this Agreement, shall not be deemed to (i) impose any obligation on the University to do so, (ii) render the University liable to the Concessionaire or any other Person for the failure to do so or (iii) relieve the Concessionaire from any obligation to indemnify the University as otherwise provided in this Agreement. Nothing in this Agreement shall impose any duty upon the part of the University to do any work required to be performed by the Concessionaire hereunder and performance of any such work by the University and any of its Representatives, grantees, tenants, mortgagees, licensees and others claiming by, through or under the University shall not constitute a waiver of the Concessionaire's default in failing to perform the same.

Section 3.8. Payment of Taxes. Except as otherwise provided in this Section 3.8, the Concessionaire shall pay when due all Taxes payable during the Term in respect of the use, operations at, occupancy of or conduct of business in or from the Parking System; provided, however, the University shall pay when due any Property Taxes in respect of the Parking System. The University reserves the right, without being obligated to do so, to pay the amount of any such Taxes not timely paid by the Concessionaire and which are not being contested by the Concessionaire, and the amount so paid by the University shall be deemed additional consideration hereunder, due and payable by the Concessionaire within Twenty (20) Business Days after written demand by the University. The Concessionaire shall have the right to contest in good faith the validity or amount of any Taxes which it is responsible to pay under this Section 3.8, provided that (i) the Concessionaire has given prior notice to the University of each such contest, (ii) no contest by the Concessionaire may involve a reasonable possibility of forfeiture or sale of the Parking System, and (iii) upon the final determination of any contest by the Concessionaire, if the Concessionaire has not already done so, the Concessionaire shall pay any amount found to be due, together with any costs, penalties and interest. Any sales or usage Taxes imposed on and attributable only to Parking Fees charged in connection with the use of the Parking System may be passed through by Concessionaire to the users otherwise paying Parking Fees for use of the Parking System, and any such increase to Parking Fees as a result thereof shall not be considered for purposes of calculating rate adjustments pursuant to Schedule 5.

Section 3.9. Utilities.

- (a) *Charges.* The Concessionaire shall pay when due all charges (including all applicable Taxes and fees) for gas, electricity, light, heat, power, telephone, water and other utilities and services used in the Parking System Operations or supplied to the Parking System during the Term to the extent such items are separately metered or billed; provided, however, that the University shall pay, and the Concessionaire shall not be responsible for, stormwater charges assessed by the City of Columbus. Upon request of the University, the Concessionaire shall forward to the University, within Fifteen (15) Days following the respective due dates, official receipts, photocopies thereof or other evidence satisfactory to

the University, of the payment required to be made by the Concessionaire in accordance with this Section 3.9. To the extent that any such utilities are not separately metered but are submetered by the University taking into account any office space within the Parking System reserved to the University, the University may provide the Concessionaire with invoices for its share of such utilities, and the Concessionaire shall reimburse the University for its share of the costs related to such utilities as shown on such invoices within Thirty (30) Days of receipt thereof. To the extent that any such utility is neither separately metered nor submetered, the University may provide the Concessionaire with invoices for Concessionaire's equitable share of such utilities based upon the respective usage of the Concessionaire and the University, which such amount shall be invoiced at actual cost, as reasonably determined by the University taking into account any office space within the Parking System reserved by the University, and the Concessionaire shall reimburse the University for its share of the costs related to such utilities as shown on such invoices within Thirty (30) Days of receipt thereof. The University does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, government action, terrorism, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies or any other causes, and any such interruption of utility services in and of itself shall never be deemed an Adverse Action or an eviction or disturbance of the Concessionaire's use of the Parking System or any part thereof, or render the University liable to the Concessionaire for damages or, unless the same constitutes a Delay Event, relieve the Concessionaire from performance of the Concessionaire's obligations under this Agreement.

- (b) *Utility Coordination.* The Concessionaire shall be responsible for coordinating or ensuring the coordination of all Parking System Operations with utilities and Persons having service lines, pipelines, transmission lines and other equipment, cables, systems and other apparatus in, on, under, over or adjacent to the Parking System. The Concessionaire shall cause provision to be made for the removal or temporary or permanent relocation and restoration of utilities and other services and any lines, equipment, cables, systems and other apparatus that intersect, interfere with, interface with or otherwise affect the Parking System Operations and shall arrange for temporary rights of entry and access to utilities and other services to be made available that are necessary in connection with the Parking System Operations or as may exist under this Agreement or applicable Law; provided that the University shall cooperate with the Concessionaire with respect to the Concessionaire's obligations under this Section 3.9(b).
- (c) *Affected Property Coordination.* The Concessionaire shall be responsible for coordinating or ensuring the coordination of all Parking System Operations with Affected Property. The Concessionaire shall arrange for temporary right-of-entry and access to the property of all relevant Governmental Authorities or other Persons as may be necessary in connection with the Parking System Operations or as may exist under this Agreement or applicable Law. The University shall

cooperate with the Concessionaire with respect to the Concessionaire's obligations under this Section 3.9(c).

- (d) *No Interference.* The Parties understand and agree that nothing in the foregoing clauses (b) and (c) is in any way intended to interfere with the normal operations of the Parking System by the Concessionaire, and the University shall cooperate with the Concessionaire in minimizing any effect that the obligations of the Concessionaire under such clauses (b) and (c) may have on the Parking System Operations, including reasonable efforts to schedule any such works outside of the academic term or on weekends.

Section 3.10. Notices of Defaults and Claims.

- (a) *Notice by the Concessionaire.* The Concessionaire shall promptly give notice to the University (i) if the Concessionaire becomes aware that a Concessionaire Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent Concessionaire Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the Concessionaire pertaining to the Parking System, the Parking System Operations or the University (whether or not such claim, proceeding or litigation is covered by insurance) of which the Concessionaire is aware (other than as a result of a notice to the Concessionaire from the University). The Concessionaire shall provide the University with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.
- (b) *Notice by the University.* The University shall promptly give notice to the Concessionaire (i) if the University becomes aware that a University Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent University Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the University pertaining to the Parking System, the Parking System Operations or the Concessionaire (whether or not such claim, proceeding or litigation is covered by insurance) of which the University is aware (other than as a result of a notice to the University from the Concessionaire). The University shall provide the Concessionaire with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

Section 3.11. Assignment of Operating Agreements and Plans. At the request of the University, the Concessionaire shall collaterally assign, to the extent reasonably practicable and subject to the terms and conditions herein, to the University, in form and substance satisfactory to the University, all of the right, title and interest of the Concessionaire in, to and under all or any of the Operating Agreements and all present and future specifications, plans, drawings, information and documentation in relation to the Parking System Operations except to the extent any of the foregoing involve proprietary information (collectively, the "Operating Agreements and Plans") as collateral security to the University for the observance and performance by the Concessionaire of its covenants and obligations under this Agreement. The Concessionaire

covenants that it shall cause all of the right, title and interest of the Concessionaire in, to and under all Operating Agreements and Plans entered into or created after the Time of Closing to be collaterally assignable to the University for the purposes of this Section 3.11. The University acknowledges that the Operating Agreements and Plans may also be assigned as security to a Leasehold Mortgagee and that each of the University and such Leasehold Mortgagee shall be entitled to use the Operating Agreements and Plans in enforcing their respective security as hereinafter provided. Without limiting the generality of the foregoing, the University shall be entitled to use the Operating Agreements and Plans if the University elects to use the Operating Agreements and Plans to remedy a Concessionaire Default under this Agreement. Notwithstanding the foregoing, in the event that any such Leasehold Mortgagee has entered into possession or is diligently enforcing and continues to diligently enforce its security, whether by way of appointment of a receiver or receiver and manager, foreclosure or power of sale in accordance with Article 19 or otherwise, or has entered (or is in process to enter) into a New Agreement under Section 19.5, and is using the Operating Agreements and Plans in respect of the Parking System Operations, the University shall not be entitled to use the Operating Agreements and Plans in enforcing its security, it being acknowledged that any assignment of the Operating Agreements and Plans to a Leasehold Mortgagee shall have priority at all times (other than if the University is enforcing its rights to cure under Sections 3.3(c)(i)(B) or 16.1(b)(iii)) over any assignment of the Operating Agreements and Plans to the University. The Concessionaire shall promptly deliver to the University, at the sole cost and expense of the Concessionaire, forthwith after completion or execution and delivery, a copy of each item of the Operating Agreements and Plans. The Concessionaire agrees that (i) it shall bear all risks associated with the use of the Operating Agreements and Plans, (ii) it may not rely on the Operating Agreements and Plans, and (iii) under no circumstances will the University be liable in any way with respect to the Concessionaire's use of, or for any loss or damage of any kind incurred as a result of the use of, the Operating Agreements and Plans.

Section 3.12. Use of Information and Records.

- (a) The University shall be entitled to access all reasonable records, electronic data and other information collected and retained by the Concessionaire with respect to the Parking System Operations to the extent needed by the University in its reasonable discretion. The Concessionaire acknowledges that for educational and research purposes the University uses traffic counts, parking volume and other parking data. The Concessionaire shall promptly make such data, along with such other data relating to the use of the Parking System, available to the University as reasonably requested by the University.
- (b) Unless prohibited by applicable Law, the Concessionaire shall be entitled to access all reasonable records, electronic data and other information collected and retained by the University to the extent reasonably required for, and only for the purpose of, the Concessionaire's performance of its obligations under this Agreement and the Operating Standards. The University shall promptly make such records, data and information available to the Concessionaire as reasonably requested by the Concessionaire. Unless disclosure is required by applicable Law, the Concessionaire shall keep confidential any information obtained from the Concessionaire or its Representatives. The Concessionaire covenants and

agrees that it will implement safeguards to protect against the disclosure or misuse of any such University information that is in its care or custody and will promptly inform the University if there is any breach or suspected breach of security related to such Information.

Section 3.13. Parking System Assets. The Concessionaire shall be required to maintain and operate the Parking System in accordance with the Operating Standards. The Concessionaire will inspect all Parking System Assets in a manner designed to identify and promptly repair or replace any of such Parking System Assets that are defective or inoperative. The Concessionaire shall establish a method pursuant to which individuals parking within the Parking System may report inoperative and defective Parking System Assets and shall display, at or near each Parking Garage, Parking Lot or Metering Device, a telephone number and internet address for the reporting of inoperative and defective Parking System Assets and other operational problems related to the Parking System and Parking System Operations.

Section 3.14. Payments by the University. The Concessionaire acknowledges and agrees that if the University is required under applicable Law of general application to withhold a portion of any payment that the University is obligated to make to the Concessionaire under this Agreement, the University will be deemed to have satisfied such payment obligation to the Concessionaire to the extent of such withholding by the University. If any such withheld amounts are permitted to be paid to the Concessionaire, the University shall pay such amounts to the Concessionaire whenever permitted by Law. Any items and payment amounts that the University is legally required to withhold from the Concessionaire will be listed in Schedule 11 and agreed to by the Concessionaire prior to Closing as a condition of Closing. Prior to withholding any portion of any payment hereunder, the University will give reasonable prior notice to the Concessionaire. For the avoidance of doubt, any payment obligation of a University's department, office or center required by this Agreement is a payment obligation of the University for purposes of this Agreement, and the University shall either cause such department, officer or center to pay the payment obligation or shall satisfy the payment obligation itself.

Section 3.15. Naming Rights, Other Revenue Activities and Commercial Advertisements and Activities.

- (a) The University retains the exclusive naming rights with respect to the Parking System, including the right to sell or lease any naming rights for the Parking System, or any portion of the Parking System, to any third party; provided that, during the Term, without the prior consent of the Concessionaire (which shall not be unreasonably withheld), the University shall not (i) change the names of any Parking Garage and the Parking System or (ii) grant any third party the right to change the names of any Parking Garage and the Parking System. Any action taken by the University pursuant to this Section 3.15(a) is not a Compensation Event or an Adverse Action.
- (b) The Concessionaire shall neither conduct nor permit any commercial activities in the Parking System other than the Parking System Purposes. The University shall have the right, in its discretion, to install, replace, display and maintain

signage that relates to way-finding and identification in, on and around the Parking Facilities, including that signage described in the Operating Standards; provided that the Concessionaire shall have no obligation under the Operating Standards to replace or maintain any signage installed by the University for advertising or naming purposes.

- (c) The University grants to the Concessionaire a license during the Term to use the name of the Parking System together with certain trademarks used in connection with the Parking System Operations, which such license is granted pursuant to, and subject to the terms and conditions of, that certain Trademark License Agreement in the form attached hereto as Schedule 6.
- (d) Concessionaire shall not violate the “affinity” relationships of the University, as may change from time-to-time, as further described in the Operating Standards.
- (e) Except for the right to Parking Revenue, the University reserves for itself the right to perform all other revenue producing activities derived from the Parking System and the sole right to retain the revenue related thereto.

Section 3.16. Reversion of Parking System. On the Reversion Date, the Concessionaire shall surrender and deliver to the University all of its rights, title and interest in the Parking System (including all improvements to the Parking System, the Parking System Assets and all tangible and intangible personal property of the Concessionaire (including inventories) that is included in the Parking System and used in connection with the Parking System Operations) subject, however, as to any intellectual property included in the Parking System, to any restrictions or prohibitions to disclosure, transfer or sharing thereof and any other rights of third parties with respect thereto, all in accordance with the provisions of Section 16.4. With respect to any third party or proprietary software utilized by the Concessionaire in the operation of the metered parking system at the time of the Reversion Date, the Concessionaire and University will use good faith efforts to provide appropriate license rights and terms to the University for continued operation following reversion.

Section 3.17. Police, Fire, Emergency and Public Safety Access Rights. Notwithstanding any other provision of this Agreement, at all times during the Term and without notice or compensation to the Concessionaire (i) any police, fire and emergency services and any other security or emergency personnel retained by or on behalf of the University shall have access, as required by such services or personnel, to the Parking System; (ii) the University shall have access to the Parking System as necessary for the protection of public safety; and (iii) any Governmental Authority with jurisdiction over the Parking System shall have access to the Parking System as necessary for emergency management and homeland security purposes, including the prevention of or response to a public safety emergency (so long as any exercise of such jurisdiction, to the extent effected by the University, shall be strictly in accordance with the terms hereof).

Section 3.18. Negotiations with Governmental Authorities. Prior to entering into any agreement with any Governmental Authority in connection with the Parking System Operations (a “Government Agreement”) that extends or could extend beyond the Term or pursuant to

which the University may incur any liability whatsoever thereunder, the Concessionaire shall submit such Government Agreement for Approval by the University (which Approval may be withheld, delayed or otherwise conditioned in the discretion of the University) prior to the execution and delivery thereof (except with respect to Government Agreements the absence of which may cause the Concessionaire or Parking System Operations to fail to be in compliance with applicable Law or this Agreement, in which case the Concessionaire may enter into such Government Agreement upon notice to the University provided that the Concessionaire indemnifies the University for any Losses relating thereto).

Section 3.19. Administration of the Public Way.

- (a) The Concessionaire acknowledges and accepts that the University holds and administers the Public Way for the non-discriminatory benefit of all Persons and interests, including the Concessionaire and the Concessionaire Interest. The rights granted to the Concessionaire under this Agreement do not create a priority in favor of the Concessionaire over any other user of the Public Way and are subject to the Operating Standards and all provisions of Law.
- (b) Any action(s) by the University with respect to streets or other portions of the Public Way shall constitute a Compensation Event if such action(s) (i) materially restrict access to a Parking Garage or Parking Lot by motor vehicles; (ii) are not in response to any action or omission on the part of the Concessionaire or the Operator; (iii) result in a reduction in the number of motor vehicles using the Parking System; and (iv) result in a reduction of Parking Revenue during a Three Hundred Sixty (360) Day consecutive period in excess of One Hundred Thousand Dollars (\$100,000), Adjusted for Inflation from the month of the Closing Date to the month that is Four (4) months prior to the month a claim for Concession Compensation is made by the Concessionaire with respect to such Compensation Event.

Section 3.20. Air Rights. The University hereby reserves, and is not demising or leasing to Concessionaire, the right and easement to construct and reconstruct and forever maintain the air rights with respect to the Parking Facilities and other property within the Parking System, including (i) any and all space located above the surface grade of any such property upon which there are no improvements, as such surface grade exists as of the date of this Agreement, and (ii) any and all space located above any improvements within the Parking System as of the date hereof.

Section 3.21. Ongoing Ancillary Services. Throughout the term of this Agreement, the University at its sole cost and expense shall continue to provide public safety, blue light monitoring, and remote lot busing services, as more particularly described on Schedule 19. To the extent that Additional Parking Spaces are added to the Parking System, the University, at its sole cost, will provide the ancillary services described in this Section 3.21 to such Additional Parking Spaces consistent with the service levels specified above. The failure to provide the ancillary services described in this Section 3.21 shall be a Compensation Event.

ARTICLE 4 CAPITAL IMPROVEMENTS

Section 4.1. Concessionaire Responsibility for Capital Improvements. The Concessionaire shall be responsible for all Capital Improvements with respect to the Parking System required to be completed during the Term in accordance with the terms of this Agreement, including as required by the Operating Standards. The Concessionaire shall complete the Capital Improvements listed on Schedule 12 of this Agreement within the time set forth therein.

Section 4.2. Authorizations Related to Capital Improvements. The Concessionaire's obligation to perform Capital Improvements shall be subject to the issuance by the Governmental Authorities and the University of any and all Authorizations and as required by such parties with respect thereto, and the University agrees not to unreasonably withhold, condition or delay the issuance of any such Authorizations to be issued by the University, and to use its reasonable efforts to assist the Concessionaire in obtaining such Authorizations to be issued by the Governmental Authorities. Without limiting the generality of the foregoing, the University agrees that it will reasonably assist and cooperate with the Concessionaire in obtaining any and all Authorizations (including any required rights of access over real property that is owned or controlled by the University) in order for the Concessionaire to perform Capital Improvements.

Section 4.3. University Responsibility for Capital Improvements.

- (a) *Access.* The University, at its own cost and expense, shall maintain, repair and rehabilitate any existing or future Affected Property under the jurisdiction or control of the University that provides access to or from or is otherwise a part of any Parking Facility, any Parking Space therein or any Street Metered Space in such a manner as to maintain access to and from any such Parking Facility, any Parking Space therein or any Street Metered Space and is reasonably comparable to that in existence as of the Bid Date and, in any event, to a standard not less than that generally observed by the University as of the Bid Date with respect to other Affected Property under its jurisdiction or control.
- (b) *Condition.* Without limiting the obligations of the University set forth in Section 4.3(a), the University, at its own cost and expense, shall maintain, manage, repair and rehabilitate any existing or future Affected Property under the jurisdiction or control of the University in accordance with the Operating Standards and otherwise in a manner sufficient to enable the Concessionaire to operate the Parking System in compliance with the terms hereof, including the Operating Standards, and the University shall reasonably cooperate with the Concessionaire and any Governmental Authority in taking such actions (which may include the granting of access rights in favor of the Concessionaire) with respect to such property as are necessary to enable the Concessionaire to comply with its obligations under this Agreement, including the Operating Standards.

- (c) *Notice; Coordination.* Prior to undertaking any construction, maintenance, management, repair or rehabilitation of any Affected Property pursuant to this Section 4.3, the University shall provide the Concessionaire with written notice thereof and will consult with the Concessionaire as to how to mitigate the effects of such work that is proposed to be carried out; provided, however, that if such construction, maintenance, management, repair or rehabilitation would materially reduce or impede access to any of the Parking Facilities, the Parking Spaces or Street Metered Spaces, and could otherwise reasonably be expected to have a Material Adverse Effect, then the University shall provide the Concessionaire with not less than Sixty (60) Days' notice thereof and shall jointly with the Concessionaire develop and agree a written plan to mitigate the effects of such work that is proposed to be carried out.

Section 4.4. Required Payment Options. Unless alternative methods of payment have been Approved by the University, any Parking Space with Parking Fees of One Dollar (\$1.00) or more per hour must have payment options that include (i) cash, (ii) debit/ATM card, and (iii) credit card. The Concessionaire shall be responsible for all costs associated with any electronic upgrades necessary to comply with the provisions of this Section 4.4, including the cost of removing any old equipment, or attachments thereto, and repairing any damage caused by such removal.

ARTICLE 5 MODIFICATIONS

Section 5.1. University Directives. The University may, at any time during the Term, issue a University Directive to the Concessionaire. Subject to the University making available to the Concessionaire sufficient funds to perform any work required to implement such University Directive at or before the time payment for such work is required to be made, and the Concessionaire having obtained (with the cooperation of the University) all relevant Authorizations from all relevant Governmental Authorities required for the relevant work, the Concessionaire shall perform the work required to implement such University Directive, and the University shall pay to the Concessionaire any Concession Compensation with respect thereto. The removal of Parking Spaces or Permits by the University is not a University Directive and shall not result in Concession Compensation as a University Directive, but shall result in Concession Compensation as provided in Article 7. Parking garages or parking lots constructed as the result of a University Directive shall be deemed to be Parking Facilities for purposes of this Agreement and shall be included in the Parking System to be operated by Concessionaire under the terms of this Agreement, and the University shall pay the Concessionaire any Concession Compensation with respect thereto.

Section 5.2. Other Construction. The University may, at any time during the Term, construct additional parking garages, parking lots or other parking facilities in the Competing Parking Area. Prior to the construction of any parking garage, parking lots or other parking facility that is not part of a larger structure or development, the University shall provide Concessionaire with the option to perform such work in respect of the Parking System. If Concessionaire wishes to accept the obligation to perform such work, it must notify the University within Sixty (60) Days of the University having provided such option to

Concessionaire. Any failure by Concessionaire to provide a determination to the University within Sixty (60) Days shall be deemed an election not to accept such obligation.

- (a) If Concessionaire elects to accept the obligation to perform such work in accordance with the plans and specifications set forth by the University:
 - (i) the Concessionaire shall bear the cost of such work and construction;
 - (ii) such parking garages, parking lots or other parking facilities constructed shall be deemed to be Parking Facilities for purposes of this Agreement and shall be included in the Parking System to be operated by Concessionaire under the terms of this Agreement; and
 - (iii) the University shall not be required to pay to the Concessionaire any Concession Compensation with respect thereto.

- (b) If Concessionaire elects not to accept the obligation to perform such work in accordance with the plans and specifications set forth by the University, or if the parking garages, parking lots or other facilities to be constructed, as the case may be, are part of a larger structure or development, the University shall have the option to:
 - (i) deem such parking garages, parking lots or other parking facilities constructed by the University to be Parking Facilities for purposes of this Agreement to be included in the Parking System and operated by Concessionaire under the terms of this Agreement, in which case the University shall pay to Concessionaire any Concession Compensation with respect thereto; or
 - (ii) exclude such parking garages, parking lots or other parking facilities from the Parking System, in which case the University shall pay to Concessionaire any Concession Compensation with respect thereto, and such parking garages, parking lots or other parking facilities shall be operated by the University or its designee.

Section 5.3. Concessionaire Requests. If the Concessionaire wishes at any time during the Term to make a material change in the dimensions, character, quality or location of any part of the Parking System, then the Concessionaire may submit to the University, for Approval, a Concessionaire Request with respect to such change and shall submit to the University for its Approval specific plans with respect to any such work; provided, however, that the Concessionaire shall not be required to submit a Concessionaire Request to install gates and other equipment or facilities on any Parking Facility in connection with ensuring such Parking Facility is a closed-access Parking Facility, and the University shall provide reasonable access to Affected Property and utilities for such installation. The Concessionaire shall be responsible for all amounts required to implement an Approved Concessionaire Request (and any Losses incurred in connection therewith). No Concessionaire Request shall be implemented unless and until such Concessionaire Request has been Approved by the University.

Section 5.4. Performance of Modifications. Subject to the other provisions of this Article 5, the Concessionaire shall ensure that University Directives and Approved Concessionaire Requests are performed in a good and workmanlike manner and diligently complied with and implemented in such manner that the costs (in the case of University Directives only) and delays relating thereto are minimized.

ARTICLE 6 OPERATING STANDARDS

Section 6.1. Compliance with Operating Standards. The Concessionaire shall, at all times during the Term, cause the Parking System Operations to comply with and implement the Operating Standards in all material respects (including any changes or modifications to the Operating Standards pursuant to the terms of this Agreement). The Concessionaire shall have in place procedures that are reasonably designed to achieve compliance with the Operating Standards. The Operating Standards shall not be deemed to be violated by immaterial acts or omissions, including an immaterial failure to comply with specific requirements set forth in the Operating Standards other than actions or omissions that endanger the public health or safety. Except as specifically set forth herein, the Concessionaire shall perform all work required to comply with and implement the Operating Standards (including the Capital Improvements described therein) as part of the Parking System Operations and at its sole cost and expense.

Section 6.2. Proposed Operating Standards. If the Concessionaire, at its cost and expense, wishes to implement and use operating standards other than the Operating Standards, the Concessionaire must provide notice of such proposed operating standards to the University for Approval. The Concessionaire's proposed operating standards must be accompanied by an explanation of the Concessionaire's rationale for making its proposal and all relevant supporting information, certificates, reports, studies, investigations and other materials as are necessary to demonstrate that the Concessionaire's proposed operating standards are reasonably designed to achieve the objectives of the applicable Operating Standards. The University may request any additional supporting information, certificates, reports, studies, investigations and other materials as are reasonably required by the University to determine if the Concessionaire's proposed operating standards are reasonably designed to achieve the objectives of the applicable Operating Standards. Until the University provides its Approval for the implementation of the Concessionaire's proposed operating standards, the Concessionaire shall not implement the proposed operating standards and shall implement and comply with the Operating Standards. The Concessionaire's proposed operating standards shall be deemed incorporated into the Operating Standards upon Approval by the University in accordance with the terms hereof. If the University refuses to Approve any proposed operating standards and the Concessionaire disagrees with such refusal, the Concessionaire may submit the matter for dispute resolution under the provisions of Article 18.

Section 6.3. Modified Operating Standards.

- (a) The University shall have the right, at any time during the Term, to modify or change the Operating Standards upon notice to the Concessionaire to (i) comply with any new Law or change in Law applicable to the Parking System Operations or (ii) conform the Operating Standards to standards or practices

generally adopted with respect to Comparable Parking Facilities; any such modification shall not constitute a Compensation Event. In the event the University modifies the Operating Standards in accordance with the immediately preceding sentence, the Concessionaire, at its cost and expense, but subject to Section 7.7, shall perform all work required to implement and shall comply with all such modifications and changes and in no event shall the Concessionaire be excused from compliance with any such modification or change. The Concessionaire shall have the right to challenge, pursuant to Article 18, any modified Operating Standard on the grounds that it does not meet the requirement of this Section 6.3(a).

- (b) If, during the Term, the University is of the opinion that a modification or change to the Operating Standards is necessary or desirable but such modification or change is not required by Section 6.3(a), the University may upon reasonable written notice to the Concessionaire modify or change the Operating Standards; provided, however, that any such change(s) or modification(s) in the aggregate over any Three Hundred Sixty (360) Day consecutive period shall constitute a Compensation Event only if such change(s) or modification(s) (i) are not in response to any action or omission on the part of the Concessionaire or the Operator and (ii) result in an increase, during a Three Hundred Sixty (360) Day consecutive period, in operating expenses attributable to compliance with such change(s) or modification(s) in excess of One Hundred Thousand Dollars (\$100,000) (Adjusted for Inflation). At the University's request, the Concessionaire shall perform all work required to implement and shall comply with all such modifications and changes, and in no event shall the Concessionaire be excused from compliance with any such modification or change.
- (c) The University shall have the right to undertake the work necessary to ensure implementation of and compliance with any such modification or change to the Operating Standards if the Concessionaire fails to do so within a reasonable period of time; provided, however, that to the extent that such work is undertaken by the University, the Concessionaire shall pay to the University within Ten (10) Business Days following demand therefor, or the University may offset from amounts owing to the Concessionaire in connection with such modification or change, (i) with respect to changes pursuant to Section 6.3(a) all costs to comply with such Operating Standard and (ii) with respect to Section 6.3(b), the costs of the portion of the work performed in order to comply with the Operating Standards existing immediately prior to such modification or change, and the University shall be responsible only for the incremental costs of the additional work required in order to implement such proposed modification or change to the Operating Standards and, without duplication with the foregoing, the Concession Compensation with respect to such modification or change.

ARTICLE 7
REVENUES, DESIGNATION OF PERMITS AND PARKING SPACES AND CLOSURE
OF PARKING SPACES

Section 7.1. Schedule of Parking Fees.

- (a) The Parking Fees, and limits and terms thereof, for each of the Permit Years during the Term are set forth on Schedule 5. Subject to Section 3.2(d), the Concessionaire shall, during the Term, (i) have the right to collect and enforce payment of fees and charges, at rates not exceeding those permitted by the Schedule of Parking Fees then in effect, with respect to the parking of any vehicle in the Parking System in accordance with the provisions of this Agreement and (ii) have the right, title, entitlement and interest in all revenue derived from fees and charges imposed by or on behalf of the Concessionaire in respect of vehicles using the Parking System during the Term (“Parking Revenue”).
- (b) To the extent the Concessionaire wishes to change the Schedule of Parking Fees, the Concessionaire shall submit such suggested changes to the PAC for its consent, not to be unreasonably withheld, not less than One Hundred Eighty (180) Days prior to the beginning of the applicable Permit Year. The PAC, after consulting with appropriate University personnel and governance committees, shall accept (with any modifications thereto mutually agreed upon by the Parties) or reject such suggested changes within One Hundred Twenty (120) Days of submission thereof by the Concessionaire, along with reasonable detail as to the basis therefor in the event of rejection of such suggested changes.
- (c) To the extent the University wishes to change the Schedule of Parking Fees, the University shall submit such suggested changes to the Concessionaire for its consent, not to be unreasonably withheld, not less than One Hundred Eighty (180) Days prior to the beginning of the applicable Permit Year. The Concessionaire shall accept (with any modifications thereto mutually agreed upon by the Parties) or reject such suggested changes within One Hundred Twenty (120) Days of submission thereof by the University, along with reasonable detail as to the basis therefor in the event of rejection of such suggested changes. Notwithstanding the foregoing, the University shall always have the right to change the Parking Fees, provided that any such change shall be a Compensation Event.

Section 7.2. Changes to Permits or Parking Spaces.

- (a) *Permits.* The University has designated, as set forth on Schedule 15, certain Classes of Permits that permit the use of various portions of the Parking System within a Permit Year. Prior to the beginning of each Permit Year, the University is permitted to change the designation of the Classes of Permits for the applicable Permit Year in accordance with Section 7.2(e)(ii). The University shall not limit the amount of any Class of Permits that may be sold (beyond

restrictions relating to the classification, credentials and eligibility of purchasers); provided, however, that the University may limit the amount of any Sub Class Permits that may be sold based on availability of Parking Spaces for holders of other Classes of Permits in the Parking Garages to which the Sub Class Permits provide access; provided further that any limitation by the University of the amount of Permits that may be sold in violation of the provisions of this Section 7.2(a) shall be a Compensation Event.

- (b) *Parking Spaces.* Anytime after the Closing, in the University's discretion, the University shall have the right to designate, temporarily close or remove, from time to time, each Parking Space, subject to the terms of this Article 7; provided, that temporary closure(s) (i.e., non-Permanent Removal) of Parking Spaces in the aggregate over any Three Hundred Sixty (360) Day consecutive period shall be a Compensation Event only if such action(s) (i) are not in response to any action or omission on the part of the Concessionaire or the Operator; and (ii) result in a reduction of Parking Revenue during such Three Hundred Sixty (360) Day consecutive period in excess of One Hundred Thousand Dollars (\$100,000) (Adjusted for Inflation).
- (c) *Street Metered Spaces.* The Concessionaire shall be obligated to promptly install Metering Devices with respect to all newly designated Street Metered Spaces, which the University may designate in its discretion, after written notification by the University of the designation, and the University shall pay to the Concessionaire any Concession Compensation with respect such installation. New Metering Devices will be ordered within Five (5) Business Days of said notice and will be installed within Five (5) Business Days after delivery and necessary testing of the equipment from the supplier to the Operator's location. All such Metering Devices shall be owned (or leased) by the Concessionaire during the Term. The installation of Metering Devices shall be undertaken in accordance with the Operating Standards.
- (d) *Deemed Removal.* A Parking Space shall be deemed to be removed (a "Permanent Removal") by the University for the purposes of this Article 7 upon the earlier to occur of (i) the receipt of written notice by the University to the Concessionaire that such closure is a permanent removal of such Parking Space and (ii) One (1) Year of continued closure of the Parking Space by the University or at the request of the University and not due to the acts or omissions of the Concessionaire or the failure by the Concessionaire to comply with the terms of this Agreement.
- (e) *Change in Designation of Parking Spaces or Permit Classes.*
 - (i) To the extent the Concessionaire wishes to change the designation of Parking Spaces (e.g. visitor parking) or Permit Classes, the Concessionaire shall submit such suggested changes to the PAC for its consent, not to be unreasonably withheld, not less than One Hundred Eighty (180) Days prior to the beginning of the applicable Permit Year. The PAC, after

consulting with appropriate University personnel and governance committees, shall accept (with any modifications thereto mutually agreed upon by the Parties) or reject such suggested changes within Ninety (90) Days of submission thereof by the Concessionaire, along with reasonable detail as to the basis therefor in the event of rejection of such suggested changes. Notwithstanding the foregoing, nothing shall prohibit the Concessionaire from temporarily designating and reconfiguring certain Parking Spaces in any Parking Facility for which Permits are required as so-called “transient” or Metered Parking Spaces without the University’s prior written consent, provided that such reconfiguration does not violate this Agreement or the Operating Standards or result in the non-availability of Parking Spaces for Permit users entitled to use such Parking Facility.

- (ii) To the extent the University wishes to change the designation of Parking Spaces or Permit Classes, the University shall submit such suggested changes to the Concessionaire for its consent, not to be unreasonably withheld, not less than One Hundred Eighty (180) Days prior to the beginning of the applicable Permit Year. The Concessionaire shall accept (with any modifications thereto mutually agreed upon by the Parties) or reject such suggested changes within Ninety (90) Days of submission thereof by the University, along with reasonable detail as to the basis therefor in the event of rejection of such suggested changes. Notwithstanding the foregoing, the University shall always have the right to change the designation of Parking Spaces or Permit Classes, provided that any such change shall be a Compensation Event.

Section 7.3. Notice. Any designation or removal of a Parking Space by the University pursuant to this Article 7 shall be provided in writing to the Concessionaire prior to such designation or removal.

Section 7.4. Payments for Permanent Removal. The University intends, and the Concessionaire acknowledges that the University shall be permitted to, permanently remove up to Two Thousand Two Hundred (2,200) Parking Spaces that are used for Permit parking as of the date hereof, and the University shall not be required to pay to the Concessionaire any Concession Compensation with respect thereto. The Permanent Removal of Parking Spaces beyond those described in the first sentence of this Section 7.4 during the Term shall result in a Compensation Event; provided, however, without limiting any other provisions of this Agreement, any Concession Compensation shall take into account any additional Parking Revenue derived from Parking Spaces added during the Term and additional operating and maintenance costs incurred by the Concessionaire from such Parking Spaces. Any Permanent Removal of Parking Spaces during the Term that results in the Parking System having less than the sum of (i) Twenty-Seven Thousand (27,000) Parking Spaces and (ii) Seventy-Five Percent (75%) of the Parking Spaces added to the Parking System by the University after the date hereof pursuant to the terms of this Agreement, if any, shall result in an Adverse Action or continue to be treated as a Compensation Event in the Concessionaire’s discretion.

Section 7.5. Special Events and Global Events.

(a) *Special Events.*

- (i) The University may temporarily close, take over the use of or reduce or prohibit Parking Fees to be charged with respect to, all or any portion of the Parking System for Special Events, as more particularly described in the Operating Standards. A Special Event shall not constitute a Compensation Event to the extent identified on Part 1 or Part 2 Schedule 10 attached hereto (as modified from time to time in accordance with this Section 7.5) or to the extent it does not have a material adverse effect on the revenue that the Concessionaire would have received during the period of the Special Event had the Special Event not occurred. For instance, during a Special Event, the temporary closure or altered operation of any Parking Space utilized for Permit parking would not have any impact on the revenue of the Concessionaire.
- (ii) The University shall have the right to modify Part 1 of Schedule 10 prior to each Permit Year and no Concession Compensation will be owed with respect to any such modifications, provided that the Parking Spaces subject to and associated with the Special Events listed on Part 1 of Schedule 10, as modified, are commensurate with those of the previous Part 1 of Schedule 10 with respect to (A) quantity; (B) location; (C) the time period during which such Parking Spaces are affected; and (D) the days of the week during which such Parking Spaces are affected. To the extent that the University does not have knowledge of a Special Event prior to the applicable Permit Year, the University shall provide notice to the Concessionaire in advance of the Special Event promptly after the University becomes aware of such Special Event.
- (iii) Except as set forth in Section 7.5(a)(iv), during a Special Event, the portions of the Parking System affected by such Special Event will be controlled and operated by the Concessionaire and, during such Special Event, the Concessionaire will be entitled to any revenue, and be responsible for all operating expenses, associated with such affected portions of the Parking System; provided, however, an amount equal to any such revenue (net of operating expenses attributable to the operation, during such Special Event, of the portions of the Parking System affected by such Special Event beyond those operating expenses that Concessionaire would be required to provide to such portion of the Parking System in the absence of such Special Event) shall be set off against any amounts owed by the University to Concessionaire under this Agreement; provided, further, that if in connection with such Special Event, the University requests that the Concessionaire provide services during such Special Event in excess of the services the Concessionaire is obligated to provide under the terms of this Agreement with respect to such portion of the Parking System in the absence of such Special Event, then the University shall reimburse the Concessionaire for an amount

equal to the reasonable out-of-pocket and documented costs incurred by the Concessionaire to the extent attributable to such excess services.

- (iv) Notwithstanding the foregoing, any portions of the Parking System serving the Jerome Schottenstein Center and affected by a Special Event shall continue to be operated by the Concessionaire during such Special Event, and the University will be entitled to any revenue therefrom (including any fees collected by Concessionaire during its operation of such portions of the Parking System during such Special Event); provided, however, that the University shall reimburse the Concessionaire for the direct out-of-pocket cost associated with operating such designated Parking Facilities and removing any refuse therefrom following such Special Event plus an amount equal to Ten Percent (10%) of such out-of-pocket cost.

(b) *Global Events.*

- (i) The University may designate up to Twenty (20) events in each Permit Year (each, a “Global Event”) during which, except as set forth in Section 7.5(b)(ii), the University may temporarily close, take over the use of or reduce or prohibit Parking Fees to be charged with respect to all or any portion of the Parking System. Each Global Event shall be limited to One (1) Day; provided, however, that during the Day immediately following the Global Event, the Concessionaire shall allow patrons utilizing the Parking Facilities for the Global Event to retrieve vehicles at no charge. The University shall notify the Concessionaire of Global Events of which it has knowledge prior to each Permit Year. To the extent that the University does not have knowledge of a Global Event prior to the applicable Permit Year, the University shall provide notice to the Concessionaire in advance of the Global Event promptly after the University becomes aware of such Global Event. The closure of Parking Spaces for up to Twenty (20) Global Events each Permit Year shall not constitute a Compensation Event. Any portions of the Parking System affected by a Global Event shall continue to be operated by the Concessionaire during such Global Event, and the University will be entitled to any revenue therefrom (including any fees collected by Concessionaire during its operation of such portions of the Parking System during such Global Event); provided, however, that the University shall reimburse the Concessionaire for the direct out-of-pocket cost associated with operating such designated Parking Facilities and removing any refuse therefrom following such Global Event.
- (ii) Notwithstanding the foregoing, the University may designate certain of the Parking Facilities as not being used during a particular Global Event, in which case such designated Parking Facilities will be controlled and operated by the Concessionaire and, during such Global Event, the Concessionaire will be entitled to any revenue, and be responsible for all

operating expenses, associated with such designated Parking Facilities; provided, however, an amount equal to any such revenue shall be set off against any amounts owed by the University to Concessionaire under this Agreement.

Section 7.6. Additional Parking Spaces. During the Term, the University may, in its discretion designate additional Parking Spaces (the “Additional Parking Spaces”) as a University Directive pursuant to Section 5.1, and each Additional Parking Space shall immediately become part of the Parking System.

Section 7.7. Changes in Parking Rules, Regulations and Adjudication. Any material change to the Enforcement Policies and Procedures, to the extent not approved by the Concessionaire in accordance with this Agreement, shall result in a Compensation Event.

Section 7.8. Increases in Parking Fees. The University and the Concessionaire shall negotiate, in good faith, the allocation of Parking Revenue resulting from any increase in the Parking Fees (other than the Regular Rate Adjustment).

Section 7.9. Right to Challenge. Unless otherwise stated, if a Party objects to any determination made by the other Party pursuant to this Article 7, the objecting Party shall have the right to submit such determination (at any time including after the date of such determination) for resolution pursuant to Article 18.

Section 7.10. Mitigation of Temporary Closure. Concessionaire shall provide the University with no less than Thirty (30) Days written notice of the temporary closure of any Parking Facility or a material portion thereof. Upon receipt of such notice by the University, the Parties shall negotiate in good faith to arrange to mitigate any potential damages or dissatisfaction to users of the Parking System caused by and during such temporary closure, including by means of busing affected users from alternative locations, for which such services the Concessionaire shall reimburse the University to the extent provided by the University for its reasonable, actual costs thereof.

ARTICLE 8 REPORTING; AUDITS; INSPECTIONS

Section 8.1. Reports.

- (a) *Incident Management and Notifications.* The Concessionaire shall provide notice to the University of all emergencies as promptly as possible, and, in any event, not later than Twelve (12) hours of such emergency being known to the Concessionaire or the Operator and promptly provide notice to the University of all material accidents and incidents occurring with respect to the Parking System and of all claims in excess of Twenty Five Thousand Dollars (\$25,000) annually Adjusted for Inflation made by or against the Concessionaire or potential claims in excess of Twenty Five Thousand Dollars (\$25,000) annually Adjusted for Inflation that the Concessionaire reasonably expects to make against, or to be made against it by, third parties.

- (b) *Environmental Incident Management and Notifications.* The Concessionaire shall provide notice to the University as promptly as possible, and, in any event, not later than Twelve (12) hours following the Concessionaire's becoming aware of the discharge, dumping or spilling (accidental or otherwise) of any reportable quantity, as defined under applicable Environmental Law, of Hazardous Substances occurring with respect to the Parking System, the time, the agencies involved, the damage that has occurred and the remedial action taken. The Concessionaire shall be financially responsible and shall pay the costs and expenses of any remediation required as a result of any such discharge, dumping or spilling of Hazardous Substances caused by the willful misconduct or negligent action of, or permitted by the negligent inaction of, the Concessionaire or any of its Representatives. The Concessionaire shall not be financially responsible for the actions of third parties except for those actions with respect to which the Concessionaire or any of its Representatives shall have had prior knowledge or those actions consented to by the Concessionaire or any of its Representatives.
- (c) *Financial Reports.* The Concessionaire shall deliver to the University within One Hundred Twenty (120) Days after the end of each Year a copy of the audited balance sheets of the Concessionaire at the end of each such Year and the related audited statements of income, changes in equity and cash flows for such Year, including, in each case, the notes thereto, together with the report thereon of the independent certified public accountants of the Concessionaire, in each case in a manner and containing information consistent with the Concessionaire's current practices and certified by the Concessionaire's chief financial officer that such financial statements fairly present the financial condition and the results of operations, changes in equity and cash flows of the Concessionaire as at the respective dates of and for the periods referred to in such financial statements, all in accordance with generally accepted accounting principles in the United States consistently applied.

Section 8.2. Information.

- (a) *Furnish Information.* At the request of the University, the Concessionaire shall, at the Concessionaire's cost and expense and at any and all reasonable times during the Term not more frequently than once each Quarter: (i) make available or cause to be made available (and, if requested by the University, furnish or cause to be furnished) to the University all Information relating to the Parking System Operations, this Agreement or the Parking System as may be specified in such request and as shall be in the possession or control of the Concessionaire or its Representatives, and (ii) permit the University, after giving Ten (10) Business Days' prior notice to the Concessionaire (which notice shall identify the Persons the University requests to be present for an interview and describe with reasonable specificity the subject matter to be raised in the interview) request Concessionaire's approval, which shall not be unreasonably withheld, to discuss the obligations of the Concessionaire under this Agreement with any of the directors, officers, employees or managers of the Concessionaire, the Operator or

their respective Representatives at times and places acceptable to all attendees (it being agreed that the Concessionaire shall have the right to be present during any such discussions with the Operator or Representatives of the Concessionaire or the Operator), for the purpose of enabling the University to determine whether the Concessionaire is in compliance with this Agreement. For the avoidance of doubt, this Section 8.2(a) does not impose a requirement to retain Information not otherwise retained in the normal course of business or required to be retained by applicable Law.

- (b) *Confidentiality.* Unless disclosure is required by applicable Law, the University shall keep confidential any Information obtained from the Concessionaire or its Representatives that constitutes trade secrets or commercial or financial information (A) where the trade secrets or commercial or financial information are proprietary, privileged or confidential or (B) where disclosure of the trade secrets or commercial or financial information may cause competitive harm. In the event that the Concessionaire requests the University to defend an action seeking the disclosure of Information that the University determines to be confidential pursuant to this Section 8.2(b), the Concessionaire shall reimburse the University for the reasonable costs and expenses (including attorneys' fees of the prevailing party) incurred by the University in defending any such action. Notwithstanding anything to the contrary herein, the University and the Concessionaire may disclose the United States federal tax treatment and tax structure of the Transaction.

Section 8.3. Inspection, Audit and Review Rights of the University.

- (a) *Audit Right.* In addition to the rights set out in Section 8.2, the University may, at all reasonable times, upon Ten (10) Business Days' prior notice, cause a Representative designated by it to carry out an Audit and Review of the Information required to be maintained or delivered by the Concessionaire under this Agreement in connection with the performance of the Parking System Operations for the purpose of verifying the information contained therein and to otherwise track parking and traffic patterns and shall be entitled to make copies thereof and to take extracts therefrom, at the University's expense but, in any event, subject to Section 8.2(b). The Concessionaire shall, at reasonable times, make available or cause to be made available to the University or its designated Representative such information and material as may reasonably be required by the University or its designated Representative for its purposes and otherwise provide such cooperation as may be reasonably required by the University in connection with the same; provided, however, that such Audit and Review rights are limited to one Audit and Review per Year.
- (b) *Inspection Right.* The University and its Representatives shall, at all reasonable times and upon reasonable prior notice, have access to the Parking System and every part thereof, and the Concessionaire, at the reasonable cost and expense of the Concessionaire, shall and shall cause its Representatives to furnish the University with every reasonable assistance for inspecting the Parking System

and the Parking System Operations for the purpose of Auditing the Information or ascertaining compliance with this Agreement and applicable Law subject to reasonable restrictions on access to confidential and proprietary information as determined by the Concessionaire .

- (c) *Tests.* The University and its Representatives shall, with the prior consent of the Concessionaire (which shall not be unreasonably withheld, conditioned or delayed), be entitled, at the sole cost and expense of the University and at any time and from time to time, to perform or cause to be performed any test, study or investigation in connection with the Parking System or the Parking System Operations as the University may reasonably determine to be necessary in the circumstances, and the Concessionaire, at the cost and expense of the Concessionaire, shall, and shall cause its Representatives to, furnish the University or its Representatives with reasonable assistance in connection with the carrying out of such tests, procedures, studies and investigations.
- (d) *No Waiver.* Failure by the University or its Representatives to inspect, review, test or Audit the Concessionaire's responsibilities under this Agreement or any part thereof, or the performance by the Concessionaire of the Parking Services, or the Information, shall not constitute a waiver of any of the rights of the University hereunder or any of the obligations or liabilities of the Concessionaire hereunder. Inspection, review, testing or Audit not followed by a notice of Concessionaire Default shall not constitute a waiver of any Concessionaire Default or constitute an acknowledgement that there has been or will be compliance with this Agreement and applicable Law.
- (e) *No Undue Interference.* In the course of performing its inspections, reviews, tests and Audits hereunder, the University shall minimize the effect and duration of any disruption to or impairment of the Parking System Operations or the Concessionaire's rights or responsibilities under this Agreement, having regard to the nature of the inspections, reviews, tests and Audits being performed, except as necessary in the case of investigations of possible criminal conduct or University ordinance violations.

Section 8.4. Audits, Assistance, Inspections and Approvals. Wherever in this Agreement reference is made to the University or its Representatives providing assistance, services, Approvals or consents to or on behalf of the Concessionaire or its Representatives or to the University or its Representatives performing an Audit or inspecting, testing, reviewing or examining the Parking System, the Parking System Operations or any part thereof or the books, records, Documents, budgets, proposals, requests, procedures, certificates, plans, drawings, specifications, contracts, agreements, schedules, reports, lists or other instruments of the Concessionaire or its Representatives, such undertaking by the University or its Representatives shall not relieve or exempt the Concessionaire from, or represent a waiver of, any requirement, liability, Concessionaire Default, covenant, agreement or obligation under this Agreement or at law or in equity and shall not create or impose any requirement, liability, covenant, agreement or obligation (including an obligation to provide other assistance, services or Approvals) on the

University or its Representatives not otherwise created or imposed pursuant to the express provisions of this Agreement.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

Section 9.1. Representations and Warranties of the University. The University makes the following representations and warranties to the Concessionaire and acknowledges that the Concessionaire and its Representatives are relying upon such representations and warranties in entering into this Agreement:

- (a) *Organization.* The University is an instrumentality of the State of Ohio duly organized and existing under the laws of the State of Ohio.
- (b) *Power and Authority.* The University has (i) duly authorized and approved the execution and delivery of this Agreement and (ii) duly authorized and approved the performance by the University of its obligations contained in this Agreement. The University has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.
- (c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the University and constitutes a valid and legally binding obligation of the University, enforceable against the University in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.
- (d) *Title.* At the Time of Closing, the University will have good and sufficient title (or good and sufficient title will be had for the benefit of the University) to the Parking Facilities and the Parking System Assets necessary for the Parking System Operations pursuant to this Agreement, subject only to Permitted University Encumbrances, and will be able to transfer or grant such interest to the Concessionaire as provided in this Agreement. Subject to any and all Permitted University Encumbrances existing at the Time of Closing, there is no recorded or unrecorded agreement, contract, option, commitment, right, privilege or other right of another binding upon, or which at any time in the future may become binding upon, the University to sell, transfer, convey, subject to lien, charge, grant a security interest in or in any other way dispose of or materially encumber the Parking System. Subject to any and all Permitted University Encumbrances, the recorded or unrecorded restrictions, exceptions, easements, rights of way, reservations, limitations, interests and other matters that affect title to the Parking System (or any portion thereof) do not materially adversely affect the Concessionaire's ability to operate the Parking System in accordance with the terms hereof. No indebtedness for borrowed money of the University is or will be secured by any right or interest in the Parking System or the revenues or

income therefrom, and no Person will have any claim or right to, or interest in, any income, profits, rents or revenue derived from or generated with respect to the Parking System (other than the Concessionaire and any claims, rights or interests granted by or otherwise relating to the Concessionaire); provided, however, the foregoing shall not apply to (i) revenues to which the University is or may be entitled to under this Agreement, or (ii) revenues or income derived after the End Date.

- (e) *No Conflicts.* The execution and delivery of this Agreement by the University, the consummation of the transactions contemplated hereby (including the operation of the Parking System in accordance with the terms of this Agreement) and the performance by the University of the terms, conditions and provisions hereof have not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the University under (i) any applicable Law or (ii) any agreement, instrument or document to which the University is a party or by which it is bound.
- (f) *Consents.* No Consent is required to be obtained by the University from, and no notice or filing is required to be given by the University to or made by the University with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the University of this Agreement or the consummation of the transactions contemplated hereby.
- (g) *Compliance with Law; Litigation; Environmental Matters.*
 - (i) The University has operated and is operating the Parking System in compliance, in all material respects, with all applicable Laws, and the University is not in breach of any applicable Law that would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire. To the knowledge of the University, after due and reasonable inquiry, (A) the University is in compliance, in all material respects, with the terms and conditions of all Authorizations from Governmental Authorities, (B) no claim has been made by any Governmental Authority to the effect that an Authorization that the University has not obtained is necessary in respect of the operation of the Parking System, and (C) no additional Authorizations from any Governmental Authority are necessary for the operation of the Parking System as currently being operated.
 - (ii) There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the University's knowledge, after due and reasonable inquiry, threatened against the University prior to or at the Time of Closing, which would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire. As of the date of this Agreement, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental

Authority, pending nor, to the best of the University's knowledge, after due and reasonable inquiry, threatened against the University which could materially affect the validity or enforceability of this Agreement.

- (iii) To the best of the University's knowledge, after due and reasonable inquiry, there has been no release (including the migration of any release) of a Hazardous Substance at, on or under the Parking Facilities that would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire.
- (h) *Financial Information.* The financial information of the University relating to the Parking System for the periods ended June 30, 2006, 2007, 2008, 2009, 2010 and 2011, all attached hereto as Schedule 9, fairly present the revenues, operating expenses and net operating income of the Parking System for the periods stated in such financial information.
- (i) *Parking System Contracts.* Each Parking System Contract is capable of being assigned to the Concessionaire and is in full force and effect. The University is not in material breach of its obligations under any Parking System Contract, and no act or event has occurred which, with notice or lapse of time, or both, would constitute a material breach thereof, and, to the knowledge of the University, no other party to any Parking System Contract is in material breach of its obligations under any Parking System Contract, and no act or event has occurred with respect to any such party, which with notice or lapse of time, or both, would or is reasonably be expected to constitute a material breach thereof.
- (j) *Absence of Changes.* Since July 1, 2011, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect. Since July 1, 2011 through Closing, the University and the University's Contractors have operated the Parking System and Parking Enforcement in a manner consistent with the ordinary course of business and have not, for example, intentionally increased or decreased efforts and resources related to operations, maintenance or enforcement so as to reduce the value of the Concession.
- (k) *Brokers.* Except for Morgan Stanley & Co. LLC ("Morgan Stanley"), whose fees will be paid by the University, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the University who might be entitled to any fee or commission from the University in connection with the transactions contemplated by this Agreement. There is also no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the University who might be entitled to any fee or commission from the Concessionaire in connection with the transactions contemplated by this Agreement.
- (l) *Accuracy of Information.* To the knowledge of the University, the factual and past historical information regarding the Parking System that the University

provided to the Concessionaire in the virtual data room labeled “Project Scarlet” hosted by IntraLinks, Inc. was accurate in all material respects at the time such information was prepared.

- (m) *Permits.* Schedule 15 sets forth all of the types of parking Permits issuable by the University and the University’s methodology for allocating parking Permits, in each case as of the date hereof.
- (n) *Excluded Leased Property.* Each of the Excluded Leases is in full force and effect and has been made available for review by the Concessionaire.
- (o) *University Leased Property.* Each of the University Leases is in full force and effect and has been made available for review by the Concessionaire.

Section 9.2. Representations and Warranties of the Concessionaire. The Concessionaire makes the following representations and warranties to the University (and acknowledges that the University is relying upon such representations and warranties in entering into this Agreement):

- (a) *Organization.* The Concessionaire is duly organized, validly existing and in good standing under the laws of the state of its organization. The capital stock, units, partnership or membership interests and other equity interests or securities of the Concessionaire (including options, warrants and other rights to acquire any such equity interests) are owned by the Persons set forth in the written certification that the Concessionaire delivered to the University prior to the date hereof.
- (b) *Power and Authority.* The Concessionaire has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.
- (c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the Concessionaire and constitutes a valid and legally binding obligation of the Concessionaire, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.
- (d) *No Conflicts.* The execution and delivery of this Agreement by the Concessionaire, the consummation of the transactions contemplated hereby and the performance by the Concessionaire of the terms, conditions and provisions hereof have not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Concessionaire under (i) any applicable Law, (ii) any material agreement, instrument or document to which the Concessionaire is a party or by which it is bound or (iii) the articles, bylaws or governing documents of the Concessionaire.

- (e) *Consents.* No Consent is required to be obtained by the Concessionaire from, and no notice or filing is required to be given by the Concessionaire to, or made by the Concessionaire with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the Concessionaire of this Agreement or the consummation of the transactions contemplated hereby, except for such consents which have been obtained and notices which have been given as of the date hereof.
- (f) *Compliance with Law; Litigation.* The Concessionaire is not in breach of any applicable Law that could have a Material Adverse Effect. Neither the Concessionaire nor any Affiliate of the Concessionaire is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors or on any other list of Persons with which the University may not do business under applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, and solely with respect to the Concessionaire and its parent, the Debarred List. There is no action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, pending nor, to the best of the Concessionaire's knowledge, threatened against the Concessionaire prior to or at the Time of Closing, which will have a material adverse effect on (i) the transactions contemplated by this Agreement or (ii) the validity or enforceability of this Agreement.
- (g) *Accuracy of Information.* To the knowledge of the Concessionaire, all information regarding the Concessionaire or the Operator provided to the University by or on behalf of the Concessionaire or the Operator was accurate in all material respects at the time such information was provided.
- (h) *Operator.* To the extent the Operator is not the Concessionaire, the Concessionaire represents and warrants as follows: To the best knowledge of the Concessionaire: (i) the Operator is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) the capital stock of the Operator (including options, warrants and other rights to acquire capital stock) is owned by the Persons set forth in the written certification that the Concessionaire delivered to the University prior to the date of this Agreement; (iii) the Operator has the power and authority to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in connection with its engagement by the Concessionaire; (iv) the Operator has all necessary expertise, qualifications, experience, competence, skills and know-how to perform the Parking System Operations in accordance with this Agreement; and (v) the Operator is not in breach of any applicable Law that would have a Material Adverse Effect.
- (i) *Brokers.* Except for Evercore Group L.L.C., whose fees will be paid by the Concessionaire or its Affiliates, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of

the Concessionaire or any of its Affiliates who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement which could become a claim on, a liability of, or an Encumbrance on, the Parking System.

Section 9.3. Non-Waiver. No investigations made by or on behalf of any Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party in this Agreement or pursuant to this Agreement. No waiver by a Party of any condition, in whole or in part, shall operate as a waiver of any other condition.

Section 9.4. Survival.

- (a) *University's Representations and Warranties.* The representations and warranties of the University contained in Section 9.1 shall survive and continue in full force and effect for the benefit of the Concessionaire as follows: (i) as to the representations and warranties contained in Sections 9.1(a) through 9.1(g), inclusive, without time limit; and (ii) as to all other matters, for a period of Twenty Four (24) months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing, in accordance with Section 20.1, prior to the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable Party.
- (b) *Concessionaire's Representations and Warranties.* The representations and warranties of the Concessionaire contained in Section 9.2 shall survive and continue in full force and effect for the benefit of the University as follows: (i) as to the representations and warranties contained in Sections 9.2(a) through 9.2(h), inclusive, without time limit; and (ii) as to all other matters, for a period of Twenty Four (24) months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing, in accordance with Section 20.1, before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable party.

ARTICLE 10
FINANCE OBLIGATIONS

Section 10.1. Concessionaire's Obligations. Except with respect to the University's funding of costs and expenses related to University Directives as contemplated by Section 5.1, the Concessionaire shall be responsible for obtaining any financing for the performance of its obligations under this Agreement, which financing shall comply with all requirements of this Agreement.

Section 10.2. University's Obligations. The University shall, to the extent consistent with applicable Law and at the sole cost and expense of the Concessionaire, cooperate with the Concessionaire with respect to documentation reasonably necessary to obtain, maintain and replace financing for the performance of the obligations of the Concessionaire hereunder. The University's cooperation may include reviewing, Approving and executing documents which substantiate the terms of this Agreement (including any consents or agreements necessary to confirm that the debt evidenced by the relevant financing constitutes Leasehold Mortgage Debt) and making Information and material available to any of the Concessionaire's lenders or proposed lenders to facilitate financing to the extent permitted by applicable Law and contractual obligations with third parties and to the extent reasonable in the circumstances. If requested to do so by the Concessionaire, the University shall, at the sole cost and expense of the Concessionaire, use its reasonable efforts to cause the University's independent public accountants to consent to the preparation, use and inclusion of certain financial Information regarding the Parking System in connection with the Concessionaire's public or private offering of securities, as the case may be. In addition, the University shall, promptly upon the request of the Concessionaire or any Leasehold Mortgagee, execute, acknowledge and deliver to the Concessionaire, or any of the parties specified by the Concessionaire, standard consents and estoppel certificates with respect to this Agreement which may be qualified, after reasonable diligence, to the best of the knowledge and belief of a designated Representative of the University. Nothing herein shall require the University to incur any additional obligations or liabilities (unless the University shall have received indemnification, as determined in the University's discretion, with respect thereto) or to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement.

Section 10.3. Concessionaire's Obligation for Estoppel Certificates. The Concessionaire shall, promptly upon the request of the University, execute and deliver to the University, or any of the parties specified by the University, standard consents and estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated Representative of the Concessionaire. Nothing herein shall require the Concessionaire to incur any additional obligations or liabilities or to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement or applicable Law.

Section 10.4. Prohibited Tax Shelter Transactions. The Concessionaire covenants and agrees that it shall not enter into any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction that would cause the University to become a party to a "prohibited tax shelter transaction" within the meaning of Section 4965 of the Internal Revenue Code of 1986 (it being agreed that, for purposes of this Section 10.4, the University shall not be treated as having become a party to any such transaction solely by virtue of the execution of this Agreement). A violation of this Section 10.4 by the Concessionaire shall entitle the University to (a) recover from the Concessionaire, to the extent permitted by applicable Law, the amount of any Tax liability to which the University or any University official is subject and (b) require the Concessionaire, at the Concessionaire's expense, to prepare timely all statements and returns, and to maintain all lists and similar information that the University becomes obligated to disclose, file or maintain with any taxing authority or participant or otherwise as a result of such transaction.

ARTICLE 11 COMPLIANCE

Section 11.1. Compliance with Laws. The Concessionaire must at all times at its own cost and expense observe and comply, in all material respects, and cause the Parking System Operations to observe and comply, in all material respects, with all applicable Laws now existing or later in effect, including those Laws expressly enumerated in this Article 11, and those that may in any manner apply with respect to the performance of the Concessionaire's obligations under this Agreement. The Concessionaire must notify the University within Seven (7) Days after receiving notice from a Governmental Authority that the Concessionaire may have violated any Laws.

Section 11.2. Non-Discrimination.

- (a) *Non-Discrimination Requirements.* The Concessionaire shall comply with all applicable federal, state and local Laws regarding non-discrimination, including but not limited to: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.* (1981); (ii) the Civil Rights Act of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Executive Order Number 11375, 32 Fed. Reg. 14,303 (1967) and by Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (1990); (viii) the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301 *et seq.*; (ix) the Ohio Fair Employment Practices Law, Ohio Rev. Code Ann. § 4112.01 *et seq.*; (x) the Ohio Equal Pay Act, Ohio Rev. Code Ann. §§ 4111.13, 4111.17 and 4111.99; and (xi) the Ohio Pregnancy Discrimination/Maternity Leave Act, Ohio ADC § 4112-5-05.
- (b) *Contract Provisions.* Concessionaire shall cause all Contractors to comply with each of the federal laws and Ohio laws referenced in this Section 11.2, and shall include a provision to such effect in each contract entered into with any Contractor.

Section 11.3. Compliance with Wage and Hour Laws. The Concessionaire shall comply with all applicable Laws governing employment and/or employee wages and hours, including, but not limited to: (i) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (ii) the Ohio Wage Payment Law, Ohio Rev. Code Ann. § 4113.15 *et seq.*; and (iii) the Ohio Minimum Wage Law, Ohio Rev. Code Ann. § 4111.01 *et seq.*

Section 11.4. Non-Collusion. By signing this Agreement, Concessionaire duly swears, affirms and warrants that it is the contracting party, and that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other

consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

Section 11.5. Conflict of Interest. Concessionaire certifies and warrants to University that neither it nor any of its agents, representatives or employees who will participate in any way in the performance of Concessionaire's obligations hereunder has or will have any conflict of interest, direct or indirect, with University during the performance of this Agreement.

Section 11.6. Drug-Free Workplace Certification. Concessionaire hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Concessionaire will give written notice to the University within Ten (10) Days after receiving actual notice that the Concessionaire or an employee of the Concessionaire has been convicted of a criminal drug violation occurring in the Concessionaire's workplace. The Concessionaire must at all times at its own cost and expense observe and comply, in all material respects, and cause the Parking System Operations to observe and comply, in all material respects, with all applicable Laws now existing or later in effect that are applicable to it or such Parking System Operations, including those Laws expressly enumerated in this Article 11, and those that may in any manner apply with respect to the performance of the Concessionaire's obligations under this Agreement. The Concessionaire must notify the University within Seven (7) Days after receiving notice from a Governmental Authority that the Concessionaire may have violated any Laws as described above.

Section 11.7. Minority-Owned and Women-Owned Business Enterprises. The Concessionaire shall use good faith efforts during the Term to obtain the participation of M.B.E./W.B.E. in its Parking System Operations. In order to demonstrate this good faith efforts commitment, the Concessionaire shall, and shall cause all Contractors to, complete and submit to the University (i) a M.B.E./W.B.E.. Solicitation and Commitment Statement, which shall detail the efforts of the Concessionaire or the Contractor, as applicable, to obtain such participation or (ii) a M.B.E./W.B.E. Commitment Waiver Request, which shall detail the reasons why no M.B.E./W.B.E. participation could be obtained. Further, within Thirty (30) Days after the University's request, the Concessionaire and the Contractor, as applicable, shall submit a report detailing the actual levels of M.B.E./W.B.E. participation.

Section 11.8. Financial and Audit Standards. The Concessionaire shall comply, and its financial statements shall be prepared in accordance, with generally accepted accounting principles (GAAP).

ARTICLE 12 PAYMENT OBLIGATIONS

Section 12.1. Certain Payment Obligations of the Concessionaire. To the extent permitted by Law, the Concessionaire shall have a payment obligation to the University and each of its Representatives with respect to the full amount of any Losses actually suffered or incurred (as they are suffered or incurred) by the University or any such Representative, based upon, arising out of, related to, occasioned by or attributable to (i) any failure by the Concessionaire, the Operator or each of their respective Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to

Section 9.4(b), any breach by the Concessionaire of its representations or warranties set forth herein, (ii) any Assumed Liabilities, (iii) any Tax or recording charge attributable to any Transfer of the Concessionaire Interest or any part thereof by the Concessionaire, or (iv) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the Concessionaire or its Representatives in connection with this Agreement, any Transfer of the Concessionaire Interest or any part thereof or any other matter affecting the Parking System; provided, however, that, except with respect to Claims resulting from Third Party Claims, Claims shall be made in writing within a period of Three (3) Years following the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations. The Parties agree that the Representatives of the University are intended to be third party beneficiaries of the obligations of Concessionaire pursuant to this Section 12.

Section 12.2. Certain Payment Obligations of the University. To the extent permitted by Law, and without limiting any other remedy under this Agreement (including Concession Compensation, Settlement Compensation or AA-Compensation as provided in this Agreement) the University shall have a payment obligation to the Concessionaire and each of its Representatives with respect to any Losses actually suffered or incurred by the Concessionaire or any such Representative, based upon, arising out of, related to, occasioned by or attributable to (i) any failure by the University or its Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to Section 9.4(a), any breach by the University of its representations or warranties set forth herein, (ii) any Excluded Liabilities, (iii) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the University or its Representatives in connection with this Agreement or any other matter affecting the Parking System; provided, however, that, except with respect to Claims resulting from Third Party Claims, Claims are made in writing within a period of Three (3) Years following the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations. The Parties agree that the Representatives of the Concessionaire are intended to be third party beneficiaries of the obligations of University pursuant to this Section 12.

Section 12.3. Agency for Representatives. Each of the University and the Concessionaire agrees that it accepts each payment obligation contemplated in this Article 12 in favor of any of its Representatives as agent and trustee of that Representative and agrees that each of the University and the Concessionaire may enforce a payment obligation in favor of its Representatives on behalf of that Representative. For purposes of this Section 12.3, the term "Representative," in the case of the Concessionaire, includes the Leasehold Mortgagee.

Section 12.4. Third Party Claims.

- (a) *Notice of Third Party Claim.* If an Obligee receives notice of the commencement or assertion of any Third Party Claim, the Obligee shall give the Obligor reasonably prompt notice thereof, but in any event no later than Thirty (30) Days after receipt of such notice of such Third Party Claim. Such notice to the Obligor shall describe the Third Party Claim in reasonable detail (and include a copy of any complaint or related documents) and shall indicate, if reasonably

practicable, the estimated amount of the Loss that has been or may be sustained by the Obligee.

- (b) *Defense of Third Party Claim.* The Obligor may participate in or assume the defense of any Third Party Claim by giving notice to that effect to the Obligee not later than Thirty (30) Days after receiving notice of that Third Party Claim (the “Notice Period”). The Obligor’s right to do so shall be subject to the rights of any insurer or other Party who has potential responsibility with respect of that Third Party Claim. The Obligor agrees to pay all of its own expenses of participating in or assuming each defense. The Obligee shall cooperate in good faith in the defense of each Third Party Claim, even if the defense has been assumed by the Obligor and may participate in such defense assisted by counsel of its own choice at its own expense. If the Obligee has not received notice within the Notice Period that the Obligor has elected to assume the defense of such Third Party Claim, the Obligee may assume such defense, assisted by counsel of its own choosing and the Obligor shall be responsible for all reasonable costs and expenses paid or incurred in connection therewith and any Loss suffered or incurred by the Obligee with respect to such Third Party Claim. Notwithstanding the foregoing, to the extent that the Obligor is the Concessionaire or its Representative, the assumption of such defense shall be subject to the approval of the Ohio Attorney General.
- (c) *Assistance for Third Party Claims.* The Obligor and the Obligee will use all reasonable efforts to make available to the Party which is undertaking and controlling the defense of any Third Party Claim (the “Defending Party”), (i) those employees whose assistance, testimony and presence is necessary to assist the Defending Party in evaluating and in defending any Third Party Claim, and (ii) all Documents, records and other materials in the possession of such Party reasonably required by the Defending Party for its use in defending any Third Party Claim, and shall otherwise co-operate with the Defending Party. The Obligor shall be responsible for all reasonable expenses associated with making such Documents, records and materials available and for all expenses of any employees made available by the Obligee to the Obligor hereunder, which expense shall not exceed the actual cost to the Obligee associated with such employees.
- (d) *Settlement of Third Party Claims.* If an Obligor elects to assume the defense of any Third Party Claim in accordance with Section 12.4(b), the Obligor shall not be responsible for any legal expenses subsequently incurred by the Obligee in connection with the defense of such Third Party Claim. However, if the Obligor fails to take reasonable steps necessary to defend diligently such Third Party Claim within Thirty (30) Days after receiving notice from the Obligee that the Obligee bona fide believes on reasonable grounds that the Obligor has failed to take such steps, the Obligee may, at its option, elect to assume the defense of and to compromise or settle the Third Party Claim assisted by counsel of its own choosing and the Obligor shall be responsible for all reasonable costs and expenses paid or incurred in connection therewith. However, the Obligee shall

not settle or compromise any Third Party Claim without obtaining the prior written consent of the Obligor unless such settlement or compromise is made without any responsibility to, and does not require any action on the part of, the Obligor and does not in any way affect the Obligor. In the event that the Obligee is the University, in no event may the Obligor settle or compromise any Third Party Claim without obtaining the prior written consent of the Obligee.

Section 12.5. Direct Claims. Any Direct Claim shall be asserted by giving the Obligor reasonably prompt notice thereof, but in any event not later than Sixty (60) Days after the Obligee becomes aware of such Direct Claim. The Obligor shall then have a period of Thirty (30) Days within which to respond in writing to such Direct Claim. If the Obligor does not so respond within such Thirty (30) Day period, the Obligor shall be deemed to have rejected such Direct Claim, and in such event the Obligee may submit such Direct Claim to the dispute resolution process set forth in Article 18.

Section 12.6. Failure to Give Timely Notice. A failure to give timely notice in accordance with this Article 12 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, a Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise directly and materially damaged as a result of such failure. However, this Section 12.6 shall have no effect whatever on the survival provisions set out in Section 9.4 and the rights of the Parties with respect thereto.

Section 12.7. Reductions and Subrogation. If the amount of any Loss incurred by an Obligee at any time subsequent to the making of a payment hereunder on account of such Losses (an "Obligation Payment") is reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the amount of such reduction (less any costs, expenses (including Taxes) or premiums incurred in connection therewith), together with interest thereon from the date of such recovery, settlement or reduction at the Bank Rate, shall promptly be repaid by the Obligee to the Obligor. Upon making a full Obligation Payment, the Obligor shall, to the extent of such Obligation Payment, be subrogated to all rights of the Obligee against any third party in respect of the Loss to which the Obligation Payment relates. Until the Obligee recovers full payment of its Loss, any and all claims of the Obligor against any such third party on account of such Obligation Payment shall be postponed and subordinated in right of payment to the Obligee's rights against such third party.

Section 12.8. Payment and Interest. All amounts to be paid by an Obligor hereunder shall bear interest at a rate per annum equal to the Bank Rate, calculated annually and payable monthly, both before and after judgment, from the date that the Obligee disbursed funds, suffered damages or losses or incurred a loss or expense in respect of a Loss for which the Obligor is responsible to make payment pursuant to this Article 12, to the date of payment by the Obligor to the Obligee.

Section 12.9. Limitation on Certain Claims. To the extent permitted by Law and without limiting any other remedy under this Agreement (including Concession Compensation, Settlement Compensation or AA-Compensation as provided in this Agreement), the maximum

aggregate liability of the University to the Concessionaire or its Representatives, in respect of such Losses pursuant to this Section 12 shall not exceed Fifty Percent (50%) of the Closing Consideration; provided further that this Section 12.9 shall not apply to Claims for the breach of the representations or warranties in Section 9.1(a), (b), (c), (d), (e), (f), and (g) or to Claims for fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.1 or to any Excluded Liabilities referred to in Section 3.2(c)(iv). To the extent permitted by Law and without limiting any other remedy under this Agreement, the maximum aggregate liability of the Concessionaire to the University and its Representatives, in respect of such Losses pursuant to this Section 12 shall not exceed Fifty Percent (50%) of the Closing Consideration; provided further that this Section 12.9 shall not apply to Claims for the breach of the representations or warranties in Section 9.2(a), (b), (c), (d), (e), (f), and (g) or Section 12.1(iv) or to Claims for fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.2. Neither Party shall have any liability to the other Party or its Representatives for Losses to the extent resulting from fraudulent actions of the other Party or its Representatives or the gross negligence of the other Party or its Representatives.

Section 12.10. Other Matters.

- (a) *Waiver of Limits.* With respect to claims by Concessionaire's employees, the Concessionaire waives its immunity, if any, to which it is entitled or would be entitled, as a complying employer under the applicable worker's compensation law, but only to the extent that such immunity would bar or affect recovery under or enforcement of Concessionaire's obligations to defend, indemnify, hold harmless or contribute to any sums due under any Losses, including any claim by any employee of Concessionaire, that may be subject to Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74.
- (b) *Losses Net of Insurance.* For purposes of this Article 12, the amount of any Losses for which payment is provided hereunder shall be net of any amounts recovered by the Obligee under insurance policies with respect to such Losses, it being understood that the obligations of the Obligee hereunder shall not be so reduced to the extent that any such recovery results in an increase in the Obligee's insurance premiums, or results in any other additional cost or expense to any such Obligee.

Section 12.11. Offset Rights; Limitations on Certain Damages.

- (a) Each Party's obligations under this Agreement are subject to, and each Party shall have the benefit of, all defenses, counterclaims, rights of offset or recoupment or other claims and rights, including the right to deduct payments due to the other Party hereunder (collectively, "Offsets") which such Party may have at any time against such other Party (or any of their respective successors and assigns) or any transferee or assignee of any such other Party's rights as against such Party or any part thereof or interest therein contingent or otherwise, and no transfer or assignment of this Agreement or any other obligation of such other Party, or of any rights in respect thereof, pursuant to any plan of

reorganization or liquidation or otherwise shall affect or impair the availability to each Party of the Offsets.

- (b) In no event shall any Party be liable to the other Party under this Agreement for consequential, indirect, exemplary or punitive damages (except for claims for fraud or for intentional misrepresentation or intentional breach).

Section 12.12. Governmental Immunity. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the University and its officers, directors, employees, agents and Representatives are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Ohio Court of Claims under ORC 2743 et seq., or as otherwise set forth or incorporated into ORC 2473 et seq., or otherwise available to the University and its officers, directors, employees, agents and Representatives.

Section 12.13. Survival. This Article 12 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants hereunder or by any termination or rescission of this Agreement by any Party.

ARTICLE 13 INSURANCE

Section 13.1. Insurance Coverage Required. The Concessionaire shall provide and maintain at the Concessionaire's own expense, or cause to be maintained, during the Term and during any time period following expiration if the Concessionaire is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring the Parking System and all Parking System Operations (the "Required Coverages").

- (a) *Workers' Compensation and Employer's Liability.* The Concessionaire shall provide or cause to be provided Workers' Compensation Insurance, as prescribed by applicable Law, covering all employees who agree to provide a service under this Agreement and Employer's Liability Insurance coverage with limits of not less than One Million Dollars (\$1,000,000) for each accident or illness or disease.
- (b) *Commercial General Liability (Primary and Umbrella).* The Concessionaire shall provide or cause to be provided Commercial General Liability Insurance or equivalent with limits of not less than Twenty-Five Million Dollars (\$25,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, including environmental and pollution coverage, products/completed operations, explosion, collapse, underground, separation of insureds, defense terrorism (to the extent commercially available) and contractual liability (with no limitation endorsement). The University is to be included as an additional insured on a primary, non-contributory basis for any liability arising under or in connection with this Agreement.

- (c) *Automobile Liability (Primary and Umbrella).* When any motor vehicles (owned, non-owned or hired) are used in connection with work to be performed, the Concessionaire shall provide or cause to be provided Automobile Liability Insurance with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence or accident for bodily injury and property damage. The University is to be included as an additional insured on a primary, non-contributory basis.
- (d) *Garage Liability.* The Concessionaire shall provide, or cause to be provided, Garage Liability Insurance with limits of not less than Twenty-Five Million Dollars (\$25,000,000) per occurrence and in the aggregate, which limits may be met through a combination of primary and excess or umbrella policies, combined single limit, for bodily injury and property damage. The University shall be named as an additional insured on a primary, non-contributory basis for any liability arising under or in connection with this Agreement.
- (e) *Builder's Risk.* When the Concessionaire undertakes any construction, maintenance or repairs to the Parking System, including improvements and betterments pursuant to this Agreement, the Concessionaire shall provide or cause to be provided, All Risk Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Parking System. Coverage shall include, but not be limited to, the following: right to partial occupancy, boiler and machinery, business income, valuable papers and other consequential loss, when applicable with aggregate sublimits for catastrophic perils of earthquake, flood and named wind which are the best available on commercially reasonable terms. The University shall be named as an additional insured and, subject to the claims of any Leasehold Mortgagee, as loss payees.
- (f) *Professional Liability.* When any architects, engineers, construction managers or any other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering the Concessionaire's negligent acts, errors or omissions shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per claims made basis. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work in connection with this Agreement. A claims-made policy which is not renewed or replaced shall have an extended reporting period of Two (2) Years.
- (g) *Property.* The Concessionaire shall obtain All Risk Property Insurance at full replacement cost, covering all loss, damage or destruction to the Parking System, including improvements and betterments, which insurance may be provided on a blanket basis with reported building values, which shall include the value of the coverage for the Parking System required hereunder; provided, however, that the limits of such coverage may be based on a probable maximum loss analysis, subject to the University's approval of such probable maximum loss analysis by an independent third party that is reasonably acceptable to the University. Coverage shall include the following: equipment breakdown, collapse, water

including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or law for increased cost of construction, extra expense, boiler and machinery, valuable papers and, to the extent commercially available, terrorism, earthquake and named wind. Coverage shall include flood insurance with a limit of not less than Twenty Million Dollars (\$20,000,000) per occurrence. Coverage shall also include business income, which shall be subject to a limit that is separate from and in addition to the limit of full replacement cost for property unless part of a blanket loss limit based on a probable maximum loss analysis approved by the University. Subject to the claims of any Leasehold Mortgagee, the University is to be named as an additional insured and as loss payee. The Concessionaire shall be responsible for any loss or damage to University property at full replacement cost. The Concessionaire shall be responsible for all loss or damage to personal property (including materials, fixtures/contents, equipment, tools and supplies) of the Concessionaire unless caused by the University.

- (h) *Railroad Protective Liability.* When any work is to be done adjacent to or on railroad or transit property and if such insurance is required, the Concessionaire shall provide, with respect to the operations that the Concessionaire or Contractors perform, Railroad Protective Liability Insurance in the name of the applicable railroad or transit entity. The policy shall have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If such work is subcontracted out to Contractors, then Concessionaire shall not be required to maintain such insurance but may instead require its Contractors performing the work adjacent to or on railroad or transit property to carry such railroad liability insurance.

Section 13.2. Additional Requirements.

- (a) *Evidence of Insurance.* The Concessionaire shall deliver or cause to be delivered to the University, and any other such University department designated in writing by the University, original standard ACCORD form Certificates of Insurance, or equivalent documentation acceptable to the University, evidencing the Required Coverages on or before the Closing Date, and shall provide or cause to be provided, promptly following renewal and not more than Five (5) Business Days following renewal of the then current coverages (or such other period as is agreed to by the University), Renewal Certificates of Insurance, or such similar evidence, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any certificate does not constitute agreement by the University that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the University to obtain certificates or other insurance evidence from the Concessionaire shall not be deemed to be a waiver by the University. The Concessionaire shall advise all insurers of provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the

Concessionaire of the obligation to provide insurance as specified herein. Except as otherwise expressly set forth herein, each Required Coverage may be reviewed by the University for compliance with the terms of this Agreement. Each Required Coverage shall be signed by the insurer responsible for the risks insured against or by the insurer's authorized representative. All Required Coverages shall be placed with insurers licensed to do business in the State of Ohio; provided that all such insurers, at a minimum, shall have a rating of A(VII) or better by A.M. Best Company (unless the University consents to waive this requirement). At the request of the University, the Concessionaire shall provide the University with certified copies of policies and all policy endorsements.

- (b) *Notice of Cancellation or Violation.* All Required Coverages shall provide for Sixty (60) Days (or in the case of cancellation for non-payment of premiums, Ten (10) Days) prior written notice to be given to the University by the insurer in the event coverage is canceled or non-renewed. The University shall be permitted (but not obligated) to pay any delinquent premiums before the cancellation date specified by the insurer in any notice of cancellation for non-payment of premium in order to maintain such coverage in full force and effect and the Concessionaire shall reimburse the University for any delinquent premiums paid by the University on demand without any Days of grace and without prejudice to any other rights and remedies of the University hereunder. The Concessionaire shall maintain the Required Coverage while performing the work for this Agreement.
- (c) *Deductibles.* All Required Coverages may contain deductibles or self-insured retentions not to exceed amounts reasonably acceptable to the University taking into account the deductibles or self-insured retentions for the required insurance coverages for comparable parking facilities. Any and all deductibles or self-insured retentions on Required Coverages shall be borne by the Concessionaire or its Contractors shall be responsible for its own deductibles and/or self-insured retentions.
- (d) *Inflation Adjustment.* The amounts of coverage required by Section 13.1 shall be reasonably Adjusted for Inflation each succeeding fifth anniversary of the Closing Date.
- (e) *Waiver of Subrogation by Insurers.* Each of the Required Coverages provided by the Concessionaire shall, where legally or customarily permitted, include a waiver by the insurer of its rights of subrogation against the University, its employees, elected officials, agents or Representatives.
- (f) *University's Right to Insure.* If the Concessionaire fails to obtain and maintain or cause to be obtained and maintained the insurance required by this Article 13, the University shall have the right (without any obligation to do so), upon Two (2) Business Days' notice to the Concessionaire in a non-emergency situation or forthwith in an emergency situation and without assuming any obligation in connection therewith, to effect such insurance and all costs and expenses of the

University in connection therewith shall be payable by the Concessionaire to the University on demand without any Days of grace and without prejudice to any other rights and remedies of the University hereunder. Such insurance taken out by the University shall not relieve the Concessionaire of its obligations to insure hereunder and the University shall not be liable for any loss or damage suffered by the Concessionaire in connection therewith.

- (g) *No Limitation as to Concessionaire Liabilities.* The Concessionaire expressly understands and agrees that any coverages and limits furnished by the Concessionaire shall in no way limit the Concessionaire's liabilities and responsibilities specified within this Agreement or by Law.
- (h) *No Contribution by University.* The Concessionaire expressly understands and agrees that any insurance or self-insurance programs maintained by the University shall not contribute with insurance provided by the Concessionaire under this Agreement.
- (i) *Insurance Not Limited by Indemnification.* The required insurance shall not be limited by any limitations expressed in the payment obligation language herein or any limitation placed on the obligation therein given as a matter of law.
- (j) *Insurance Requirements of Contractors.* The Concessionaire shall require in each contract with any Contractor that such Contractor obtain coverages reasonably comparable to the Required Coverages that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract with the Contractor. Such coverages shall insure the interests of the University, its employees, elected officials and representatives, the Concessionaire and any other Contractors in respect of the applicable work being performed and shall be subject to the same (or comparable) coverage and administrative requirements as are imposed on the Concessionaire pursuant to this Agreement. When requested to do so by the University, the Concessionaire shall provide or cause to be provided to the University Certificates of Insurance with respect to such insurance coverages or such other evidence of insurance, as may be reasonably acceptable in form and content to the University.
- (k) *Cooperation.* The University and the Concessionaire shall do all acts, matters and things as may be reasonably necessary or required to expedite the adjustment of any loss or damage covered by insurance hereunder so as to expedite the release and dedication of proceeds of such insurance in the manner and for the purposes herein contemplated.
- (l) *Joint Venture and Limited Liability Company Policies.* If the Concessionaire or any Contractor required to obtain an insurance policy hereunder is a joint venture or limited liability company, all insurance policies required to be obtained by the Concessionaire or such Contractor shall specifically name the joint venture or limited liability company as a named insured. If the Concessionaire contracts

operations to a third party, the Concessionaire will be an additional named insured on any liability policy.

- (m) *Other Insurance Obtained by Concessionaire.* If the Concessionaire or its Contractors desire coverages in addition to the Required Coverages, the Concessionaire and each Contractor shall be responsible for the acquisition and cost of such additional coverages. If the Concessionaire or its Contractors obtain any property, liability or other insurance coverages in addition to the Required Coverages (“Additional Coverages”), then the Concessionaire or its Contractors shall (i) notify the University as to such Additional Coverages, (ii) provide the University with any documentation relating to the Additional Coverages, including Certificates of Insurance, that the University reasonably requests and (iii) at the University’s election, acting reasonably, cause the University and its employees, elected or appointed officials, agents and representatives to be named as additional insureds under such Additional Coverages, if that is normally allowed in accordance with good industry practice.
- (n) *University’s Right to Modify.* The University shall have the right, acting reasonably, to modify, delete, alter or change insurance coverage requirements set forth in Section 13.1 and this Section 13.2. Notwithstanding anything to the contrary herein, (i) any change to the types or limits of contractually required insurance coverage shall be subject to mutual agreement of the Parties, and (ii) if any insurance (including the limits or deductibles thereof) required to be maintained under this Agreement shall not be available at commercially reasonable rates, the Concessionaire shall have the right to request that the University consent to waive such requirement and the University shall not unreasonably withhold, condition or delay such consent. Any such waiver shall be effective only so long as such insurance shall not be available at commercially reasonable rates, provided that during the period of such waiver, the Concessionaire maintains the maximum amount of such insurance otherwise available at commercially reasonable rates.
- (o) *Commercial Availability.* To the extent any of the Required Coverages are not available on a commercially reasonable basis, the Concessionaire shall obtain insurance that is available on a commercially reasonable basis that best approximates the Required Coverages, but said substitute coverage shall, at the University’s request, be subject to review of an independent insurance consultant, and such independent insurance consultant shall have delivered to the University its opinion to the effect that the substitute coverages meet the above-stated criteria.

Section 13.3. Damage and Destruction.

- (a) *Obligations of Concessionaire.* If all or any part of any of the Parking System shall be destroyed or damaged during the Term in whole or in part by fire or other casualty of any kind or nature (including any casualty for which insurance was not obtained or obtainable), ordinary or extraordinary, foreseen or

unforeseen, the Concessionaire shall: (i) give the University notice thereof promptly after the Concessionaire receives actual notice of such casualty; (ii) at its sole cost and expense, whether or not insurance proceeds, if any, shall be equal to the estimated cost of repairs, alterations, restorations, replacement and rebuilding (the "Casualty Cost"), proceed diligently to repair, restore or rebuild the same to the condition existing prior to the happening of such fire or other casualty (any such activity being a "Restoration"); and (iii) deposit all insurance proceeds received by the Concessionaire in connection with any Restoration with a Depositary; provided, however, that if at any time the Casualty Cost exceeds the net insurance proceeds actually deposited with the Depositary, then the Concessionaire shall also deposit with the Depositary such cash as is sufficient to cover the difference between the Casualty Cost and the net insurance proceeds (collectively, with any interest earned thereon, the "Restoration Funds"); provided further that the procedures of this clause (iii) of this Section 13.3(a) shall apply only to casualty events in which the cost of Restoration exceeds One Million Dollars (\$1,000,000). Any Restoration undertaken pursuant to this Section 13.3 shall be undertaken in accordance with and subject to the terms of this Agreement. Prior to the commencement of Restoration work, the Concessionaire shall submit to the University for Approval by the University the plans for the Restoration work and such work shall not be undertaken unless the plans for such work have been Approved by the University.

- (b) *Rights of University.* If (i) the Concessionaire shall fail or neglect to commence the diligent Restoration of the Parking System or the portion thereof so damaged or destroyed, (ii) having so commenced such Restoration, the Concessionaire shall fail to diligently complete the same in accordance with the terms of this Agreement or (iii) prior to the completion of any such Restoration by the Concessionaire, this Agreement shall expire or be terminated in accordance with the terms of this Agreement, the University may, but shall not be required to, complete such Restoration at the Concessionaire's expense and shall be entitled to be paid out of the Restoration Funds, but such payment shall not limit the Concessionaire's obligation to pay the University's reasonable Restoration expenses, less amounts received by the University from such Restoration Funds. In any case where this Agreement shall expire or be terminated prior to the completion of the Restoration, the Concessionaire shall (x) account to the University for all amounts spent in connection with any Restoration which was undertaken, (y) pay over or cause the Depositary to pay over to the University within Thirty (30) Days after demand therefor, the remainder, if any, of the Restoration Funds received by the Concessionaire prior to such termination or cancellation and (z) pay over or cause the Depositary to pay over to the University, for allocation between the University, within Thirty (30) Days after receipt thereof, any Restoration Funds received by the Concessionaire or the Depositary subsequent to such termination or cancellation. The Concessionaire's obligations under this Section 13.3(b) shall survive the expiration or termination of this Agreement.

- (c) *Payment of Restoration Funds to Concessionaire.* Subject to the satisfaction by the Concessionaire of all of the terms and conditions of this Section 13.3, the Depositary shall pay to the Concessionaire from time to time, any Restoration Funds, but not more than the amount actually collected by the Depositary upon the loss, together with any interest earned thereon, after reimbursing itself therefrom, as well as the University, to the extent, if any, of the reasonable expenses paid or incurred by the Depositary and the University in the collection of such monies, to be utilized by the Concessionaire solely for the Restoration, such payments to be made as follows:
- (i) prior to commencing any Restoration, the Concessionaire shall furnish the University with an estimate of the cost of such Restoration, prepared by an architect or engineer;
 - (ii) the Restoration Funds shall be paid to the Concessionaire in installments as the Restoration progresses, subject to Section 13.3(c)(iii), based upon requisitions to be submitted by the Concessionaire to the Depositary and the University in compliance with Section 13.3(d), showing the cost of labor and materials purchased for incorporation in the Restoration, or incorporated therein since the previous requisition, and due and payable or paid by the Concessionaire; provided, however, that if any lien (other than a Permitted Concessionaire Encumbrance) is filed against the Parking System or any part thereof in connection with the Restoration, the Concessionaire shall not be entitled to receive any further installment until such lien is satisfied or discharged (by bonding or otherwise); provided further that notwithstanding the foregoing, but subject to the provisions of Section 13.3(c)(iii), the existence of any such lien shall not preclude the Concessionaire from receiving any installment of Restoration Funds so long as such lien will be discharged with funds from such installment and at the time the Concessionaire receives such installment the Concessionaire delivers to the University and the Depositary a release of such lien executed by the lien or and in recordable form;
 - (iii) the amount of any installment to be paid to the Concessionaire shall be the amount of Restoration Funds incurred by the Concessionaire in connection therewith, less Ten Percent (10%) of such amount as a retainage (which Ten Percent (10%) retainage shall (i) be reserved without duplication of any retainage reserved by the Concessionaire under its contracts for the Restoration work and (ii) shall be released to the Concessionaire upon completion of the Restoration work), except that such retainage shall not include any amounts for architects' or engineers' fees or permitting or other governmental fees in connection with the Restoration or with respect to each Contractor upon the final completion of each such Contractor's respective work, provided that the unapplied portion of the funds held by the Depositary are sufficient to complete the Restoration; provided, however, that all disbursements to the Concessionaire shall be made based upon an architect's or engineer's certificate for payment in accordance

with industry standards, and disbursements may be made for advance deposits for material and Contractors to the extent that such disbursements are customary in the industry and provided that the unapplied portion of the funds held by the Depository are sufficient to complete the Restoration; and

- (iv) except as provided in Section 13.3(b), upon completion of and payment for the Restoration by the Concessionaire, subject to the rights of any Leasehold Mortgagee, the Depository shall pay the balance of the Restoration Funds, if any, to the Concessionaire; provided, however, that if the insurance proceeds are insufficient to pay for the Restoration (or if there shall be no insurance proceeds), the Concessionaire shall nevertheless be required to make the Restoration and provide the deficiency in funds necessary to complete the Restoration as provided in Section 13.3(a)(iii).
- (d) *Conditions of Payment.* The following shall be conditions precedent to each payment made to the Concessionaire as provided in Section 13.3(c):
 - (i) at the time of making such payment, no Concessionaire Default exists, except if such Concessionaire Default is the result of the damage or destruction for which such payment is being made;
 - (ii) the Restoration shall be carried out under the supervision of the architect or engineer, and there shall be submitted to the Depository and the University the certificate of the architect or engineer (or other evidence reasonably satisfactory to the University) stating that (A) the materials and other items which are the subject of the requisition have been delivered to the Parking System (except with respect to requisitions for advance deposits permitted under Section 13.3(c)(iii)), free and clear of all Encumbrances, and no unsatisfied or unbonded mechanic's or other liens have been claimed, except for any mechanic's lien for claims that will be discharged, by bonding or otherwise, with funds to be received pursuant to such requisition (provided that a release of such lien is delivered to the Depository in accordance with Section 13.3(c)(ii)), or insured over by title insurance reasonably acceptable to the University, (B) the sum then requested to be withdrawn either has been paid by the Concessionaire or is due and payable to Contractors, engineers, architects or other Persons (whose names and addresses shall be stated), who have rendered or furnished services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of such Persons in respect thereof, and stating in reasonable detail the progress of the work up to the date of such certificate, (C) no part of such expenditures has been made the basis, in any previous requisition (whether paid or pending), for the withdrawal of Restoration Funds or has been made out of the Restoration Funds received by the Concessionaire, (D) the sum then

requested does not exceed the value of the services and materials described in the certificate, (E) the work relating to such requisition has been performed in accordance with this Agreement, (F) the balance of the Restoration Funds held by the Depositary will be sufficient upon completion of the Restoration to pay for the same in full, and stating in reasonable detail an estimate of the cost of such completion and (G) in the case of the final payment to the Concessionaire, the Restoration has been completed in accordance with this Agreement.

- (e) *Payment and Performance Bonds.* If the Concessionaire obtains payment or performance bonds related to a Restoration (which the Concessionaire may or may not obtain in its discretion), the Concessionaire shall name the University and the Concessionaire and the Leasehold Mortgagee, as their interests may appear, as additional obligees, and shall deliver copies of any such bonds to the University promptly upon obtaining them. The claims of any such additional obligee with respect to such payment or performance bonds shall rank *pari passu* in priority of payment with the claims of all other additional obligees.
- (f) *Benefit of University.* The requirements of this Section 13.3 are for the benefit only of the University, and no Contractor or other Person shall have or acquire any claim against the University as a result of any failure of the University actually to undertake or complete any Restoration as provided in this Section 13.3 or to obtain the evidence, certifications and other documentation provided for herein.
- (g) *Investment of Restoration Funds.* Restoration Funds deposited with a Depositary shall be invested and reinvested in Eligible Investments at the direction of the Concessionaire, and all interest earned on such investments shall be added to the Restoration Funds.
- (h) *Rights of Leasehold Mortgagee.* The Parties acknowledge and agree that any Restoration Funds not applied to a Restoration as provided in this Section 13.3 shall be subject to the lien or liens of any Leasehold Mortgage.

ARTICLE 14 ADVERSE ACTIONS

Section 14.1. Adverse Action.

- (a) An “Adverse Action” shall occur if the City of Columbus, the County of Franklin, the State of Ohio, or the University takes any action or actions at any time during the Term and the effect of such action or actions, individually or in the aggregate, is reasonably expected (i) to be principally borne by the Concessionaire and (ii) to have a material adverse effect on the fair market value of the Concessionaire Interest (whether as a result of decreased revenues, increased expenses, or both), except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or

omission rendered illegal by virtue of the Adverse Action) or such action is otherwise permitted under this Agreement; provided, however, that none of the following shall be an Adverse Action: (A) the development, redevelopment, construction, maintenance, modification or change in the operation of any existing or new parking facility or mode of parking (including a Competing Parking Action) or of transportation (including a road, street or highway as well as buses, trains, van pools and car-sharing) or any park or recreation (including athletic field or any existing or new stadium) facility whether or not it results in the reduction of Parking Revenue or other revenues or in the number of vehicles using the Parking System; provided that, except as otherwise provided herein, a Competing Parking Action shall constitute a Compensation Event with respect to which Concession Compensation shall be payable, (B) the imposition of a state Tax of general application or federal Tax or an increase in state Taxes of general application or federal Taxes, including any parking Taxes imposed on customers or operators of parking facilities; or (C) subject to the last sentence of Section 7.4, the addition or removal of Parking Spaces in accordance with Article 7.

- (b) If an Adverse Action occurs, the Concessionaire shall have the right to (i) be paid by the University the Concession Compensation with respect thereto (such Concession Compensation, the “AA-Compensation”) or (ii) terminate this Agreement and be paid by the University the Parking System Concession Value, in either case by giving notice in the manner described in Section 14.1(c).
- (c) If an Adverse Action occurs, the Concessionaire shall give notice (the “AA-Preliminary Notice”) to the University within Thirty (30) Days following the date on which the Concessionaire first became aware of the Adverse Action stating an Adverse Action has occurred. Within One Hundred Eighty (180) Days following the date of delivery of the AA-Preliminary Notice, the Concessionaire shall give the University another notice (the “AA-Notice”) setting forth (i) the details of the effect of the occurrence that is principally borne by Concessionaire, (ii) details of the material adverse effect of the said occurrence on the fair market value of the Concessionaire Interest, (iii) a statement as to which right in Section 14.1(b) the Concessionaire elects to exercise, and (iv) if the Concessionaire elects to exercise the right to Concession Compensation under Section 14.1(b), the amount claimed as AA-Compensation and details of the calculation thereof. The University shall, after receipt of the AA-Notice, be entitled by notice delivered to Concessionaire no later than Thirty (30) Days following the date of receipt of the AA-Notice, to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary. If the University wishes to dispute the occurrence of an Adverse Action or the amount of AA-Compensation, if any, claimed in the AA-Notice, the University shall give notice of dispute (the “AA-Dispute Notice”) to the Concessionaire within Thirty (30) Days following the date of receipt of the AA-Notice stating in reasonable detail the grounds for such dispute. If neither the AA-Notice nor the AA-Dispute Notice has been withdrawn within Thirty (30) Days following the date of receipt of the AA-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 18.

- (d) If the Concessionaire has elected to exercise its right to AA-Compensation pursuant to Section 14.1(b), the University shall pay such Concession Compensation in accordance with Article 15.

Section 14.2. Termination.

- (a) If the Concessionaire has elected to exercise its right to terminate this Agreement in connection with an Adverse Action pursuant to Section 14.1 this Agreement, subject to Section 14.2(c) and Section 14.4, shall terminate Sixty (60) Days following the date of receipt of the AA-Notice by the University, and the University shall pay an amount equal to the aggregate of (i) the Parking System Concession Value as of the date of such termination (which shall be determined as if no Adverse Action has occurred), plus (ii) without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination, plus (iii) the Concession Compensation calculated for the period between the date of the Adverse Action and the date of termination less (iv) any insurance or condemnation proceeds received by the Concessionaire in respect of all or any portion of the Parking System as a result of such Adverse Action, (collectively, the “Termination Damages”), together with any Taxes payable by the Concessionaire on the gross amount of such Termination Damages, to the Concessionaire on the Reversion Date or, if the Termination Damages are determined on a date subsequent to the Reversion Date, then not later than Sixty (60) Days following the date of determination of the Termination Damages; provided that, subject to the right of the Concessionaire to receive interest at the Bank Rate on the payment owed by the University from the date of receipt of the AA-Dispute Notice to the date on which payment is made, the University may defer any such payment for an additional One Hundred Twenty (120) Days in the University’s discretion; provided, however, that any amounts received by the Concessionaire or any Leasehold Mortgagee from any insurance policies payable as a result of damage or destruction to the Parking System that has not been remedied prior to the Reversion Date, shall, to the extent not used to remedy such effects, be deducted from the amount payable by the University to the Concessionaire, so long as the University has not received any such amounts pursuant to Section 13.3.
- (b) Any dispute arising out of the determination of the Termination Damages shall be submitted to the dispute resolution procedure in Article 18.
- (c) Payment of the entire sum of Termination Damages or the AA-Compensation, as the case may be, by the University to the Concessionaire, shall constitute full and final satisfaction of all amounts that may be claimed by the Concessionaire for and in respect of the occurrence of the Adverse Action, as the case may be, and, upon such payment, the University shall be released and forever discharged by the Concessionaire from any and all liability in respect of such Adverse Action.

- (d) This Agreement shall not terminate pursuant to Section 14.2(a) unless the Concessionaire has first obtained and delivered to the University the written consent of the Leasehold Mortgagee to such termination.

Section 14.3. Right of University to Remedy. If the University wishes to remedy the occurrence of an Adverse Action, the University shall give notice thereof to the Concessionaire within Thirty (30) Days following the date of receipt of the AA-Notice. If the University gives such notice it must remedy the applicable Adverse Action within One Hundred Twenty (120) Days following the date of receipt of the AA-Notice or, if a AA-Dispute Notice has been given, within One Hundred Twenty (120) Days following the final award pursuant to Article 18 to the effect that an Adverse Action occurred. If the University elects to remedy the occurrence of an Adverse Action within the applicable period of time, the right of the Concessionaire shall be limited to a claim for AA-Compensation with respect to such Adverse Action.

Section 14.4. Other Actions by Governmental Authorities. In the event that any Governmental Authority proposes to take any action at any time during the Term (including or enacting any Law) and the effect of such action is reasonably expected (i) to be principally borne by the Concessionaire (and not by others) and (ii) to have a Material Adverse Effect, except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of an Adverse Action or such action by any such other Governmental Authority), then at the request of the Concessionaire, the University shall use its reasonable efforts to oppose and challenge such action by any such other Governmental Authority; provided, however, that all reasonable out-of-pocket costs and expenses incurred by the University in connection with such opposition or challenge shall be borne by the Concessionaire.

ARTICLE 15

DELAY EVENTS AND CONCESSION COMPENSATION

Section 15.1. Delay Events.

- (a) If the Concessionaire is affected by a Delay Event, it shall give notice as soon as practicable but in no event later than Five (5) Business Days following the date on which it first became aware of such Delay Event and the resulting delay to the University (provided that in the case of such Delay Event being a continuing cause of delay, only one notice shall be necessary), which notice shall include (i) a statement of which Delay Event the claim is based upon, (ii) details of the circumstances from which the delay arises and (iii) an estimate of the delay in the performance of obligations under this Agreement attributable to such Delay Event and information in support thereof, if known at that time. The University shall, after receipt of any such notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary.
- (b) The Concessionaire shall notify the University within Five (5) Business Days following the date on which it first became aware that a Delay Event has ceased.

- (c) Subject to the Concessionaire giving the notice required in Section 15.1(a), a Delay Event shall excuse the Concessionaire from whatever performance is prevented by the Delay Event referred to in such notice for such appropriate number of Days as the University and the Concessionaire jointly determine, each acting reasonably. If the University and the Concessionaire cannot agree upon the period of extension, then either Party shall be entitled to refer the matter to the dispute resolution procedure in Article 18. This Section 15.1(c) shall not excuse the Concessionaire from the performance and observance under this Agreement of all obligations and covenants not affected by the Delay Event. Notwithstanding the occurrence of a Delay Event, the Concessionaire shall continue its performance and observance under this Agreement of all of its obligations and covenants to the extent that it is reasonably able to do so and shall use its reasonable efforts to minimize the effect and duration of the Delay Event. Nothing herein shall permit or excuse noncompliance with a change to applicable Laws.
- (d) Except as provided in the immediately following sentence, if a Delay Event occurs that has the effect of causing physical damage or destruction to a material part of the Parking System that results in the Parking System being substantially unavailable for the provision of Parking Services and such effect continues for a period in excess of One Hundred Twenty (120) Days (contiguous or non-contiguous within a Three Hundred Sixty (360) Day period) and has a Material Adverse Effect, or if insurance policies payable (or that should have been payable but for the breach of an obligation to take out and maintain such insurance policy by the Concessionaire) or condemnation or other similar proceeds are insufficient to restore the Concessionaire to the same economic position as it would have been in the absence of such event, then, notwithstanding Section 2.1, the Concessionaire shall have the right to extend the Term for a period that would be sufficient so to compensate the Concessionaire and to restore it to the same economic position as it would have been in had such Delay Event not occurred (a “Delay Event Remedy”); provided, however, in no event shall the Term be extended such that the Term, when taking into account such extension, would subject the Concessionaire or the University to a leasehold tax, conveyance fee or similar charge under applicable Law.
- (e) If the Concessionaire elects to exercise the right to the Delay Event Remedy, the Concessionaire shall give notice (“Delay Event Notice”) to the University within Five (5) Business Days following the date on which the Concessionaire first became aware of its right to the Delay Event Remedy occurring setting forth (i) the details of the Delay Event and its effect on either causing physical damage or destruction to the Parking System that results in the Parking System being substantially unavailable for the provision of Parking Services or suspending the collection of Parking Fees at the Parking System, (ii) the amount claimed as compensation to restore the Concessionaire to the same economic position as it would have been in had such Delay Event not occurred (including the details of the calculation thereof) and (iii) the details of the relationship between such compensation and the Delay Event Remedy that it proposes. The University

shall, after receipt of the Delay Event Notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary. If the University wishes to dispute the occurrence of a Delay Event or the Delay Event Remedy claimed in the Delay Event Notice, the University shall give notice to dispute (the “Delay Event Dispute Notice”) to the Concessionaire within Thirty (30) Days following the date of receipt of the Delay Event Notice stating the grounds for such dispute, and if neither the Delay Event Notice nor the Delay Event Dispute Notice has been withdrawn within Thirty (30) Days following the date of receipt of the Delay Event Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 18.

Section 15.2. Relationship to Compensation Event. Section 15.1 shall not prevent the Concessionaire from receiving Concession Compensation provided for in this Agreement for any Delay Event that constitutes a Compensation Event pursuant to the terms of this Agreement. For the avoidance of doubt, a Competing Parking Action shall not constitute a Delay Event.

Section 15.3. Notice of Compensation Events. Except as provided elsewhere in this Agreement, if a Compensation Event occurs, the Concessionaire shall give notice (the “CE-Preliminary Notice”) to the University within Thirty (30) Days following the date on which the Concessionaire first became aware of the Compensation Event stating that a Compensation Event has occurred.

Section 15.4. Incremental Payments of Concession Compensation.

- (a) If the Concession Compensation Balance at any time during any Permit Year exceeds One Million Dollars (\$1,000,000) (Adjusted for Inflation), the Concessionaire shall deliver to the University a notice (the “CE-Notice”) setting forth (i) the amount claimed as the Concession Compensation Balance and details of the calculation thereof in accordance with the calculation methodology set forth in the definition of “Concession Compensation Balance”, (ii) details of the Compensation Event(s) as a result of which Concession Compensation is claimed therein, including an explanation of the reasons that such event(s) constitute Compensation Event(s) under the terms of this Agreement; and (iii) the amount claimed as Concession Compensation with respect to each such Compensation Event and details of the calculation thereof in accordance with the calculation methodology set forth in the definition of “Concession Compensation”; provided, however, that the failure by the Concessionaire to timely deliver the CE-Preliminary Notice or the CE-Notice shall not limit its remedies hereunder or otherwise reduce the amount of the Concession Compensation, except to the extent such failure materially prejudices the University, and in any such case such remedies or amount shall only be limited or reduced to the extent of such prejudice.
- (b) If the University wishes to dispute the occurrence of any Compensation Event(s) set forth in the CE-Notice, the amount of any Concession Compensation claimed in the CE-Notice, or the amount claimed as the Concession Compensation

Balance in the CE-Notice, then the University shall give notice of dispute (the “CE-Dispute Notice”) to the Concessionaire within Thirty (30) Days following the date of receipt of the CE-Notice stating the grounds for such dispute. If the CE-Dispute Notice has not been withdrawn within Thirty (30) Days following the date of receipt of the CE-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure set forth in Article 18.

- (c) If the Concession Compensation Balance claimed in the CE-Notice is finally determined, in accordance with this Section 15.4, to be in excess One Million Dollars (\$1,000,000) (Adjusted for Inflation), the University shall pay to the Concessionaire such Concession Compensation Balance. In such event, until the time that Final Settlement Compensation, if any, is due pursuant to Section 15.5, no additional payments of Concession Compensation shall be made by the University to the Concessionaire during such Permit Year, except to the extent that at any subsequent point in time during such Permit Year, the Concession Compensation Balance, as determined in accordance with this Section 15.4, exceeds One Million Dollars (\$1,000,000) (Adjusted for Inflation), at which point the University shall pay to the Concessionaire such Concession Compensation Balance. Notwithstanding the foregoing, if the undisputed portion of the Concession Compensation Balance claimed in the CE-Notice exceeds One Million Dollars (\$1,000,000) (Adjusted for Inflation), the University shall pay to the Concessionaire such undisputed portion of the Concession Compensation Balance in accordance with the terms of this Agreement during the pendency of any dispute regarding a disputed portion of the Concession Compensation Balance.

Section 15.5. Settlement Compensation.

- (a) Upon the latest to occur of (i) Sixty (60) Days following the end of each Permit Year, (ii) Ten (10) Days following the final determination, pursuant to Section 15.4, of any amounts of Concession Compensation claimed pursuant to Section 15.4, and (iii) Ten (10) Days following the final determination, pursuant to Section 14.1(c), of any amounts of AA-Compensation claimed as a result of an Adverse Action alleged to have occurred during such Permit Year, the Concessionaire shall prepare and deliver to the University a statement (the “Proposed Settlement Compensation Certificate”) setting forth in reasonable detail its calculation of Settlement Compensation for such Permit Year (the “Proposed Settlement Compensation”) together with all documentation supporting such calculations. If within Thirty (30) Days after the delivery of the Proposed Settlement Compensation Certificate to the University (the “Objection Period”), Concessionaire has not received an Objection Notice, then such Proposed Settlement Compensation shall be deemed the Final Settlement Compensation and Settlement Compensation, if any, shall be paid, in accordance with Section 15.5(f); however, if the Parties do not so agree, then Section 15.5(b) through (d) shall apply.

- (b) If the University in good faith disagrees with any portion of the Proposed Settlement Compensation, the University may, within the Objection Period, deliver a written notice to the Concessionaire setting forth the University's objections thereto (the "Objection Notice"). Any Objection Notice shall specify in detail any good faith and reasonable disagreement as to the amount of the Proposed Settlement Compensation and the University's calculation of the Proposed Settlement Compensation (the "Alternative Proposed Settlement Compensation").
- (c) If an Objection Notice is timely received by the Concessionaire within the Objection Period, the Parties shall, during the Thirty (30) Days following the Concessionaire's receipt of such notice (the "Settlement Deadline"), use their good faith, reasonable efforts to reach an agreement on the disputed terms. If such an agreement is reached prior to the Settlement Deadline, the Settlement Compensation as so agreed shall be the Final Settlement Compensation and Settlement Compensation, if any, shall be paid, in accordance with Section 15.5(f). If the Parties are unable to reach such an agreement prior to the Settlement Deadline, the matter shall be submitted to the dispute resolution procedure set forth in Article 18.
- (d) The Settlement Compensation (either as agreed to by the Parties or as determined by the dispute resolution procedure set forth in Section 15.5(c) above) shall be final and binding on the Parties and will be referred to as the "Final Settlement Compensation."
- (e) The University and the Concessionaire shall cooperate and assist in good faith in the determination of the Final Settlement Compensation and in the conduct of the reviews referred to in this Section 15.5, including making available, to the extent reasonably necessary, books, records, work papers and personnel at such reasonable times as any Party shall request and permitting (at the expense of the requesting Party) the copying of any records or extracts thereof reasonably requested.
- (f) If the Final Settlement Compensation is greater than Zero (0), the University shall promptly pay to the Concessionaire the amount by which the Final Settlement Compensation exceeds Zero (0). Such payment, if any, shall be made within Fifteen (15) Business Days after the Final Settlement Compensation is determined and shall be payable by wire transfer of immediately available funds to an account designated by the Concessionaire. If the Final Settlement Compensation is less than Zero (0), such amount (i.e., the difference) (the "Negative Concession Compensation Balance") shall accrue as a credit against Concession Compensation, if any, payable in future Permit Years and shall be included for purposes of the deduction contemplated in clause (ii) of the definition of Concession Compensation Balance until such time as it is used to offset any Concession Compensation due under this Agreement; provided, however, that if the University has previously paid Concession Compensation to the Concessionaire with respect to such Permit Year in accordance with Section

15.4, the University may require the Concessionaire, upon Thirty (30) Days' written notice, to pay to the University (by wire transfer of immediately available funds to an account designated by the University) the Negative Concession Compensation Balance; provided, further, that the amount of such payment shall not exceed the amount(s) of Concession Compensation previously paid by the University with respect to such Permit Year in accordance with Section 15.4, and any excess Negative Concession Compensation Balance shall accrue as a credit against Concession Compensation, if any, payable in future Permit Years and shall be included for purposes of the deduction contemplated in clause (ii) of the definition of Concession Compensation Balance until such time as it is used to offset any Concession Compensation due under this Agreement.

ARTICLE 16 DEFAULTS; LETTERS OF CREDIT

Section 16.1. Default by the Concessionaire.

- (a) *Events of Default.* The occurrence of any one or more of the following events during the Term shall constitute a "Concessionaire Default" under this Agreement:
- (i) if the Concessionaire fails to comply with, perform or observe any material obligation, covenant, agreement, term or condition in this Agreement, and such failure continues unremedied for a period of Ninety (90) Days following notice thereof (giving particulars of the failure in reasonable detail) from the University to the Concessionaire or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the University, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the University, and (C) such failure is in fact cured within such period of time;
 - (ii) if this Agreement or all or any portion of the Concessionaire Interest is Transferred in contravention of Article 17 and such Transfer or action continues unremedied for a period of Ten (10) Business Days following notice thereof from the University to the Concessionaire;
 - (iii) if the Concessionaire fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 18, and such failure continues unremedied for a period of Thirty (30) Days following notice thereof from the University to the Concessionaire, or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the University, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be

cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the University, and (C) such failure is in fact cured within such period of time;

- (iv) if the Concessionaire (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 11 of the United States Code, or if such petition is filed against it and an order for relief is entered, or if the Concessionaire files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Parking System or any interest therein, or (D) takes any corporate action in furtherance of any action described in this Section 16.1(a)(iv);
- (v) if within Ninety (90) Days after the commencement of any proceeding against the Concessionaire seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within Ninety (90) Days after the appointment, without the consent or acquiescence of the Concessionaire, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Parking System or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if, within Ninety (90) Days after the expiration of any such stay, such appointment has not been vacated;
- (vi) if a levy under execution or attachment has been made against all or any part of the Parking System or any interest therein as a result of any Encumbrance (other than a Permitted Concessionaire Encumbrance) created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within Sixty (60) Days after the Concessionaire becomes aware of such levy, unless such levy resulted from actions or omissions of the University or its Representatives; or
- (vii) the Concessionaire repudiates in writing any of its material obligations under this Agreement.

- (b) *Remedies of the University Upon Concessionaire Default.* Upon the occurrence, and during the continuance, of a Concessionaire Default, the University may, by notice to the Concessionaire, declare the Concessionaire to be in default and may, subject to the provisions of Articles 18 and 19, do any or all of the following as the University, in its discretion, shall determine:
- (i) the University may terminate this Agreement by giving Thirty (30) Days' prior notice to the Concessionaire upon the occurrence of (A) a Concessionaire Default that consists of a failure to comply with, perform or observe any Operating Standard if such Concessionaire Default creates a material danger to the safety of Parking System Operations or a material impairment to the Parking System or to the continuing use of the Parking System or (B) any other Concessionaire Default; provided, however, that the Concessionaire shall be entitled to cure a Concessionaire Default pursuant to Section 16.1(a)(i) by (i) agreeing within such Thirty (30) Day period to pay any Losses sustained as a result of such Concessionaire Default or (ii) providing the University with a written work plan within such Thirty (30)-Day period outlining the actions by which the Concessionaire will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement or (y) the requirements or directives of the issued final award in accordance with Article 18 that the Concessionaire failed to perform or observe, which work plan is Approved by the University, but any failure of the Concessionaire to comply in any material respect with such Approved work plan (other than as a result of a Delay Event) following Thirty (30) Days' notice of such failure from the University to the Concessionaire shall be deemed to be a Concessionaire Default described in Section 16.1(a)(i) and the entitlement of the Concessionaire to cure such Concessionaire Default by the delivery of an Approved work plan shall not apply thereto;
 - (ii) if the Concessionaire Default is by reason of the failure to pay any monies to another Person, the University may (without obligation to do so) make payment on behalf of the Concessionaire of such monies unless such non-payment is due to a bona fide dispute, and any amount so paid by the University shall be payable by the Concessionaire to the University within Three (3) Business Days after demand therefor;
 - (iii) subject to the cure rights of the Leasehold Mortgagee set forth in Section 19.3, the University may cure the Concessionaire Default (but this shall not obligate the University to cure or attempt to cure a Concessionaire Default or, after having commenced to cure or attempted to cure a Concessionaire Default, to continue to do so), and all costs and expenses reasonably incurred by the University in curing or attempting to cure the Concessionaire Default, shall be payable by the Concessionaire to the University within Three (3) Business Days after written demand therefor; provided, however, that (A) the University shall not incur any liability to

the Concessionaire for any act or omission of the University or any other Person in the course of remedying or attempting to remedy any Concessionaire Default unless resulting from the University's recklessness or gross negligence and (B) the University's cure of any Concessionaire Default shall not affect the University's rights against the Concessionaire by reason of the Concessionaire Default; the University may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a Concessionaire Default;

- (iv) the University may seek to recover its Losses arising from such Concessionaire Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt;
- (v) with respect to those Concessionaire Defaults that entitle the University to terminate this Agreement pursuant to Section 16.1(b)(i), the University may terminate the Concessionaire's right to use, operate, maintain, possess, and rehabilitate the Parking System and the Concessionaire's right to collect and retain Parking Revenue, and in such event, the University or the University's agents and servants may immediately or at any time thereafter take possession and control of the Parking System, by any available action under Law or proceeding at law or in equity, and with or without terminating this Agreement, and undertake any and all of the Parking System Operations; provided, however, that no such action by the University shall be construed as an election on its part to terminate this Agreement unless a notice of such intention is given to the Concessionaire; and
- (vi) the University may exercise any of its other rights and remedies provided for hereunder or at law or equity.

Section 16.2. Default by the University.

- (a) *Events of Default.* The occurrence of any one or more of the following events during the Term shall constitute a "University Default" under this Agreement:
 - (i) if the University fails to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement (other than an Adverse Action) and such failure continues unremedied for a period of Ninety (90) Days following notice thereof (giving particulars of the failure in reasonable detail) from the Concessionaire to the University or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the University has demonstrated to the satisfaction of the Concessionaire, that (A) it is proceeding with all due diligence to cure or cause to be cured such failure, and (B) its actions can be reasonably expected to cure or cause to be cured such failure within a

reasonable period of time acceptable to the Concessionaire, and (C) such failure is in fact cured within such period of time;

- (ii) if the University fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 18 and such default continues unremedied for a period of Thirty (30) Days following notice thereof from the Concessionaire to the University, or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the University has demonstrated to the satisfaction of the Concessionaire, acting reasonably, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, acting reasonably and (C) such failure is in fact cured within such period of time;
- (iii) if a levy under execution or attachment has been made against all or any part of the Parking System or the Concessionaire Interest as a result of any Encumbrance (other than a Permitted University Encumbrance) created, incurred, assumed or suffered to exist by the University or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of Sixty (60) Days, unless such levy resulted from actions or omissions of the Concessionaire or its Representatives or if all or a material part of the Parking System shall be subject to a condemnation or similar taking by the University or any agency thereof;
- (iv) if the University (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 9 of the United States Code, or if such petition is filed against it and an order for relief is entered, or if the University files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the University, or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), or (D) takes any action in furtherance of any action described in this Section 16.2(a)(iv); or if within Ninety (90) Days after the commencement of any proceeding against the University seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within Ninety (90) Days after the appointment, without the consent or acquiescence of the University, of any

trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the University or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), such appointment has not been vacated or stayed on appeal or otherwise, or if, within Ninety (90) Days after the expiration of any such stay, such appointment has not been vacated;

- (v) the University repudiates in writing any of its material obligations under this Agreement.

Notwithstanding the foregoing, a University Default shall not include any failure to perform its obligations under this Agreement (other than payment obligations) to the extent such failure is the result of Force Majeure.

- (b) *Remedies of Concessionaire Upon University Default.* Upon the occurrence, and during the continuance, of a University Default, the Concessionaire may by notice to the University declare the University to be in default and may, subject to the provisions of Article 18, do any or all of the following as the Concessionaire, in its discretion, shall determine:

- (i) the Concessionaire may terminate this Agreement by giving Sixty (60) Days' prior notice to the University; provided, however, that the University shall be entitled to cure a University Default pursuant to Section 16.2(a)(i) by (i) agreeing within such Sixty (60)-Day period to pay any Losses sustained as a result of such University Default or (ii) providing the Concessionaire with a written work plan within such Sixty (60)-Day period outlining the actions by which the University will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement or (y) the requirements or directives of the issued final award in accordance with Article 18 that the University failed to perform or observe, which work plan is approved by the Concessionaire (which approval shall not be unreasonably withheld, delayed or conditioned), but any failure of the University to comply in any material respect with such approved work plan following Thirty (30) Days' notice of such failure from the Concessionaire to the University shall be deemed to be a University Default described in Section 16.2(a)(i) and the entitlement of the University to cure such University Default by the delivery of an approved work plan shall not apply thereto; and upon such termination, the University shall be obligated to pay to the Concessionaire the Parking System Concession Value plus, without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination;
- (ii) the Concessionaire may exercise any of its rights or remedies at law or in equity;

- (iii) the Concessionaire may seek to recover its Losses and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt; and
- (iv) the Concessionaire may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a University Default.

Section 16.3. Letters of Credit.

- (a) The Concessionaire shall deliver no later than the first Day of the Concession Year that is Five (5) Years prior to the final Concession Year of the Term, a Letter of Credit or cash deposit in the amount then to be calculated equal to the amount that the University reasonably determines is appropriate to cover all costs of Capital Improvements for the remainder of the Term as set forth in the Concessionaire's Capital Improvement program required pursuant to the Operating Standards.
- (b) Such Letter of Credit shall be replaced on every anniversary of such Concession Year until the date that is Two (2) Years after (i) the expiration of the Term and (ii) such time as there being no unresolved disputes with respect to the Concessionaire complying with, performing or observing any obligation, covenant, agreement, term or condition in this Agreement with a Replacement Letter of Credit in the amount of the undrawn balance of such Letter of Credit plus the amount of interest that would have been earned on such balance if invested for the next Twelve (12) month period at the Bank Rate. Subject to Approval, the required amount of any Letter of Credit with respect to a Concession Year (but only with respect to such Concession Year) may be reduced from time to time (at intervals that may be shorter than One (1) Year) by the amount that the University reasonably determines is appropriate such that the amount of the Letter of Credit remains sufficient to cover all costs of Capital Improvements for the remainder of the Term in light of the condition of the Parking System (including the University's assessment of the present and future condition of the Parking System, and all costs and expenses of Capital Improvements to be performed in connection therewith, during the remaining portion of the Term) and the Concessionaire's compliance with this Agreement in connection therewith. Upon the occurrence of a Concessionaire Default (or if there is a dispute as to the occurrence of a Concessionaire Default, upon the final decision of the arbitral panel pursuant to Article 18 that a Concessionaire Default has occurred), the University shall have the right (in addition to all other rights and remedies provided in this Agreement, but with the understanding that any other monetary damages that the University may recover will be reduced by the amount so drawn, and without the University's exercise of such right being deemed a waiver or a cure of the Concessionaire's failure to perform and whether or not this Agreement is thereby terminated), with Three (3) Business Days' prior notice to the Concessionaire, to draw against such Letter of Credit or any replacement thereof, upon presentation of a sight draft and a certificate

confirming that the University has the right to draw under such Letter of Credit in the amount of such sight draft, up to the amount due to the University with respect to such Concessionaire Default.

- (c) The Concessionaire shall replace each Letter of Credit with a replacement Letter of Credit (the “Replacement Letter of Credit”) at least Thirty (30) Days prior to the expiry date of a Letter of Credit which is expiring. If the Concessionaire does not deliver to the University a Replacement Letter of Credit within such time period, the University shall have the right (in addition to all other rights and remedies provided in this Agreement and without the University’s exercise of such right being deemed a waiver or a cure of the Concessionaire’s failure to perform and whether or not this Agreement is thereby terminated) to immediately draw the full amount of the Letter of Credit upon presentation of a sight draft and a certificate confirming that the University has the right to draw under such Letter of Credit in the amount of such sight draft. After the Concessionaire delivers to the University a Replacement Letter of Credit complying with the provisions of this Agreement, the University shall deliver in accordance with the Concessionaire’s reasonable instructions the Letter of Credit being replaced (except to the extent that at such time no sight draft under such Letter of Credit is outstanding and unpaid). Any Replacement Letter of Credit shall be upon the same terms and conditions as the Letter of Credit replaced and satisfy the requirements for a Letter of Credit, but in any event (i) the amount of each Replacement Letter of Credit, except as provided in Section 16.3(a), shall equal or exceed the amount of the Letter of Credit being replaced at the time of replacement and (ii) the date of the Replacement Letter of Credit shall be its date of issuance. The expiry date of the Replacement Letter of Credit, as referred to in the opening paragraph of such Replacement Letter of Credit, shall be no earlier than One (1) Year later than the expiry date of the Letter of Credit being replaced.
- (d) If this Agreement is terminated by the University prior to the expiration of the Term as a result of a Concessionaire Default, the University shall have the right (in addition to all other rights and remedies provided in this Agreement and without the University’s exercise of such right being deemed a waiver or a cure of the Concessionaire’s failure to perform), with Three (3) Business Days’ prior notice to the Concessionaire, to draw against any Letter of Credit, upon presentation of a sight draft and a certificate confirming that the University has the right to draw under such Letter of Credit in the amount of such sight draft, up to the amount due to the University pursuant to the terms of this Agreement.
- (e) The University will accept the Letters of Credit to be delivered pursuant to this Section 16.3 (and pursuant to Section 2.3) as security for the Concessionaire’s obligations under this Agreement, in place of a cash deposit in the same amount, with the understanding that the Letters of Credit are to be the functional equivalent of a cash deposit. The Concessionaire’s sole remedy in connection with the improper presentment or payment of sight drafts drawn under the Letter of Credit shall be the right to obtain from the University a refund of the amount

of any sight draft the proceeds of which were drawn inappropriately or misapplied and the reasonable costs incurred by the Concessionaire as a result of such inappropriate draw or misapplication; provided, however, that at the time of such refund, the Concessionaire increases the amount of the Letter of Credit to the amount (if any) then required under the applicable provisions of this Agreement. The Concessionaire acknowledges that the presentment of sight drafts drawn under the Letter of Credit could not under any circumstances cause the Concessionaire injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy therefor. The Concessionaire shall not request or instruct the issuer of the Letter of Credit to refrain from paying any sight draft drawn under a Letter of Credit.

- (f) If the University desires to assign its rights and obligations in accordance with Section 17.2 of this Agreement, the Concessionaire shall cooperate so that concurrently with the effectiveness of such assignment, either Replacement Letters of Credit as described in Section 16.3(c) for, or appropriate amendments to, the Letters of Credit then held by the University, in either case identifying as beneficiary the appropriate party after the assignment becomes effective, shall be delivered to the University, at the cost of the University.
- (g) The Concessionaire shall obtain and furnish all Letters of Credit and Replacement Letters of Credit at its sole cost and expense and shall pay all charges imposed in connection with the University's presentation of sight drafts and drawing against the Letters of Credit or Replacement Letters of Credit.
- (h) In lieu of any Letter of Credit or cash deposit to be provided by the Concessionaire pursuant to the terms of this Section 16.3, the Concessionaire shall, at the Concessionaire's discretion, have the option to provide a surety bond or other similar form of security or to deposit with a Depositary for the benefit of the University, as collateral security, cash or Eligible Investments in an amount equal to the amount of such Letter of Credit at the time of such deposit; provided; however, that the terms and documentation related thereto are acceptable to the University. Such Depositary shall invest and reinvest such amounts in Eligible Investments at the direction of the University, provided that earnings thereon shall be paid to the Concessionaire not less frequently than quarterly. If, at any time during the Term, the University would have the right to draw any amount on a Letter of Credit for which the Concessionaire has substituted cash or Eligible Investments pursuant to this Section 16.3(h), the Depositary shall pay such amount to the University from such cash deposit or Eligible Investments in accordance with the terms of this Section 16.3 and all rights and remedies of the University and the Concessionaire with respect to such cash deposits or Eligible Investments, if any, shall be the same as those provided in this Section 16.3 with respect to any Letter of Credit; provided, however, that the certification that would have been provided by the University with the sight draft had cash or Eligible Investments not been so substituted shall be made to the Depositary and delivered to the Depositary together with the University's written demand for payment.

- (i) If Letters of Credit shall not in the future be available at commercially reasonable terms and rates or shall not be a commercially reasonable form of security in similar transactions, the Concessionaire shall furnish the University with comparable security instruments or Eligible Investments that then are commonly used in similar transactions and which are Approved; and if no such comparable security instruments shall be available, the Concessionaire shall deposit with the University cash as security.

Section 16.4. Consequences of Termination or Reversion. Upon the termination or expiration of this Agreement, notwithstanding any claims the Parties may have against each other and subject to Section 16.2(b)(iii), the following provisions shall apply:

- (a) the Concessionaire shall, without action whatsoever being necessary on the part of the University, surrender, transfer and deliver to the University the Parking System (including all improvements to the Parking System), the Parking System Assets and all tangible and intangible personal property of the Concessionaire (including inventories) that is included in the Parking System and used in connection with the Parking System Operations, in good order, condition and repair (reasonable wear and tear excepted), determined reasonably in accordance with the then applicable Operating Standards, free and clear of all Encumbrances other than (w) Permitted Concessionaire Encumbrances set forth in clause (iv) and clause (vii) of the definition of that term, (x) Permitted University Encumbrances, (y) those created by or suffered to exist or consented to by the University or any Person claiming through it, and (z) with respect to any property added to the Parking System after the Time of Closing, title defects affecting such property in existence on the date such property is added to the Parking System; provided that the Concessionaire may satisfy any obligation to surrender rights to proprietary intellectual property of the Concessionaire by extending to the University on reasonable terms an irrevocable license to use such proprietary intellectual property in connection with the Parking System;
- (b) the Concessionaire hereby waives any notice now or hereafter required by Law with respect to transfer of the Parking System on the Reversion Date;
- (c) the University shall, as of the Reversion Date, assume full responsibility for the Parking System Operations, and as of such date, the Concessionaire shall have no liability or responsibility for Parking System Operations occurring after such date;
- (d) the Concessionaire shall be liable for all costs, expenses and other amounts for which it is liable or responsible hereunder incurred up to but not including the Reversion Date, and the University shall be liable for all costs, expenses and amounts incurred in connection with the Parking System Operations on and after the Reversion Date;
- (e) the University shall have the option, subject to the rights of any Leasehold Mortgagee, or its designee or nominee, to enter into a New Agreement, by

providing notice to the Concessionaire of requiring that the Concessionaire assign, without warranty or recourse to the Concessionaire, to the fullest extent permitted by Authorizations and applicable Law, all of its right, title and interest in, to and under (in each of the following cases, to the extent assignable) all or any of the Operating Agreements then in effect and all Authorizations to the University or its nominee for the remainder of their respective terms; provided, however, that if the University exercises such option, the right, title and interest of the Concessionaire in, to and under such Operating Agreements and Authorizations shall be assigned to the University or its nominee as of the Reversion Date and the Concessionaire shall surrender the Parking System to the University and shall cause all Persons claiming under or through the Concessionaire to do likewise, and the University shall assume in writing, pursuant to an assumption agreement satisfactory to the Concessionaire, the Concessionaire's obligations under the Operating Agreements that arise in respect of, or relate to, any period of time falling on and after the Reversion Date; provided further, that if the University does not exercise such option, the Concessionaire shall take such steps as are necessary to terminate the Operating Agreements to the extent permitted thereunder and in accordance with the terms thereof;

- (f) the Concessionaire, at its sole cost and expense, shall promptly deliver to the University copies of all records and other documents relating to the Parking Revenue that are in the possession of the Concessionaire or its Representatives and all other than existing records and information relating to the Parking System as the University, acting reasonably, may request;
- (g) the Concessionaire shall execute and deliver to the University transfer of title documents and other instruments reasonably required by the University to evidence such termination;
- (h) the Concessionaire shall assist the University in such manner as the University may require to ensure the orderly transition of control, operation, management, maintenance and rehabilitation of the Parking System, and shall, if appropriate and if requested by the University, take all steps as may be necessary to enforce the provisions of the Operating Agreements pertaining to the surrender of the Parking System;
- (i) the University and the Concessionaire shall make appropriate adjustments, including adjustments relating to any Operating Agreements assigned to the University, Parking Fees and other similar charges collected on and after the Reversion Date that are incurred prior to the Reversion Date, and utilities, and any adjustments and payment therefor shall be made by the appropriate Party on the Reversion Date, but shall be subject to readjustment if necessary because of error in matters such as information, calculation, payments and omissions that are identified within the period of One Hundred Eighty (180) Days following the Reversion Date; provided, however, that the University and the Concessionaire acknowledge that certain adjustments or readjustments may have to be made

when a third party provides to the University or the Concessionaire a final adjustment amount in respect of a matter, and for such matters the adjustment and readjustment date shall each be correspondingly extended; and

- (j) if this Agreement is terminated as a result of an Adverse Action, the payment by the University to the Concessionaire of the amounts required under Article 14 or Article 18 shall constitute full and final settlement of any and all Claims the Concessionaire may have against the University for and in respect of the termination of this Agreement and upon such payment, the Concessionaire shall execute and deliver all such releases and discharges as the University may reasonably require to give effect to the foregoing.
- (k) all plans, drawings, specifications and models prepared in connection with construction at the Parking System and in the Concessionaire's possession and all "as-built" drawings shall become the sole and absolute property of the University, and the Concessionaire shall promptly deliver to the University all such plans, drawings, specifications and models and all such as-built drawings (but may keep copies of those plans, drawings, specifications and models that were developed by the Concessionaire or its Representatives);

This Section 16.4 shall survive the expiration or any earlier termination of this Agreement.

Section 16.5. Termination Other Than Pursuant to Agreement. If this Agreement is terminated by the University other than pursuant to Section 16.1, or is canceled, rescinded or voided during the Term for any reason over the objection and without action by the Concessionaire, the University shall pay to the Concessionaire the Parking System Concession Value as of the date of such termination, cancellation, rescinding or voiding, plus, without duplication, the reasonable out-of-pocket and documented costs and expenses incurred by the Concessionaire as a direct result of such termination, cancellation, rescinding or voiding. The University hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience.

ARTICLE 17 RESTRICTIONS ON TRANSFERS

Section 17.1. Transfers by the Concessionaire.

- (a) Subject in all respects to the collateral assignment of the Concessionaire Interest to the Leasehold Mortgagee, and exercise by the Leasehold Mortgagee of its rights pursuant to such assignment, including by foreclosure, as set forth in Article 19, the Concessionaire shall not Transfer, or otherwise permit the Transfer, of any part of the Concessionaire Interest to or in favor of a Transferee (other than a Transferee that is an Affiliate or a Leasehold Mortgagee under Article 19) that would result in the Concessionaire directly owning Fifty Percent (50%) or less of the Concessionaire Interest granted to Concessionaire as of the

date hereof unless (i) the University has Approved (based upon a determination in accordance with Section 17.1(b)) such proposed Transferee and (ii) the proposed Transferee (other than a Transferee that is an Affiliate or a Leasehold Mortgagee under Article 19) enters into an agreement with the University in form and substance satisfactory to the University, acting reasonably, wherein the Transferee acquires the rights and assumes the obligations of the Concessionaire and agrees to perform and observe all of the obligations and covenants of the Concessionaire under this Agreement. Any Transfer made in violation of the foregoing provision shall be null and void ab initio and of no force and effect.

- (b) Approval of a proposed Transferee may be withheld if the University reasonably determines that (i) such proposed Transfer is prohibited by applicable Law, (ii) such proposed Transferee's entering into this Agreement with the University is prohibited by Law, (iii) such proposed Transfer would result in a violation of Law, (iv) such proposed Transfer would result in a Tax liability to the University (unless the University shall have received indemnification, as determined in the University's discretion, with respect thereto) or (v) such proposed Transferee is not capable of performing the obligations and covenants of the Concessionaire under this Agreement, which determination shall be based upon and take into account the following factors: (a) the financial strength and integrity of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective Affiliates; (b) the experience of the proposed Transferee or the Operator to be engaged by the proposed Transferee in operating parking garages, parking lots and metered parking spaces and performing other relevant projects; (c) the background and reputation of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (d) the Operator engaged by the proposed Transferee, including the ability of the Operator to meet the operating standards.
- (c) No Transfer of all or any of the Concessionaire Interest (except for a Transfer to a Leasehold Mortgagee or its nominee upon its exercise of remedies under the Leasehold Mortgage and any subsequent transfer to the transferee of the Leasehold Mortgagee that has been Approved under Section 17.1(b)) shall be made or have any force or effect if, at the time of such Transfer there has occurred a Concessionaire Default that has not been remedied or an event that with the lapse of time, the giving of notice or otherwise would constitute a Concessionaire Default.
- (d) A Change in Control of the Concessionaire shall be deemed to be a Transfer of the Concessionaire Interest for purposes of the foregoing provisions.
- (e) Nothing contained in the foregoing shall be deemed to prohibit or limit the Concessionaire from changing its organizational form or status (including a

change from a limited liability company to a corporation or limited partnership), provided that such change in organizational form or status does not result in a Change in Control of the Concessionaire.

- (f) Neither (i) a change of ownership that is attributable to a lease, sublease, concession, management agreement, operating agreement or other similar arrangement that is subject and subordinate in all respects to the rights of the University under this Agreement so long as (A) no “Change in Control” occurs with respect to the Concessionaire and (B) the Concessionaire remains obligated under this Agreement, nor (ii) the creation of a trust or any other transaction or arrangement that is solely a transfer of all or part of the Concessionaire’s economic interest under this Agreement to another entity shall be deemed to be a Transfer of the Concessionaire Interest for purposes of Section 17.1(a).

Section 17.2. Assignment by the University. The University shall have the right to Transfer any or all of the University’s interest in the Parking System and this Agreement, provided that it shall be jointly and severally liable with the Transferee for the performance and observance of the obligations and covenants of the University under this Agreement, and any agreement entered into by the University under this Agreement (including agreeing directly with any Leasehold Mortgagee to be bound by the agreement entered into in accordance with Section 19.3) and that any such Transfer by the University shall not materially limit or reduce any of the Concessionaire’s other rights, benefits, remedies or privileges under this Agreement nor shall it materially impair the University’s ability to meet its obligations under this Agreement and, provided further, any such Transfer shall be subject to the rights and Encumbrances of the Concessionaire and of the Leasehold Mortgagee under any Leasehold Mortgagee.

ARTICLE 18 DISPUTE RESOLUTION

Section 18.1. Scope. Any dispute arising out of, relating to, or in connection with this Agreement shall be resolved as set forth in this Article 18.

Section 18.2. Informal Dispute Resolution Procedures. The Parties shall attempt in good faith to resolve such dispute within Fifteen (15) Business Days following receipt by one Party of notice of such dispute from the other Party. If the Parties are unable to resolve the dispute within such period of Fifteen (15) Business Days, and upon notice by either Party to the other, the dispute shall be referred to the Designated Senior Person of each Party. The Designated Senior Persons shall negotiate in good faith to resolve the dispute, conferring as often as they deem reasonably necessary. Statements made by representatives of the Parties during the dispute resolution procedures set forth in this Section 18.2 and in Section 18.3 and documents specifically prepared for such dispute resolution procedures shall be considered part of settlement negotiations and shall not be admissible as evidence in any litigation proceeding between the Parties without the mutual consent of the Parties.

Section 18.3. Mediation. Mediation of a dispute under this Agreement may not be commenced until the earlier of: (i) such time as both of the Designated Senior Persons, after following the procedures set forth in Section 18.2, conclude in good faith that amicable

resolution through continued negotiation of the matter does not appear likely; or (ii) Fifteen (15) Business Days after the notice referring the dispute to the Designated Senior Persons, pursuant to Section 18.2. If, after such time period, the dispute remains unresolved, the Parties shall attempt to resolve the dispute through mediation administered by the AAA under its Commercial Mediation Procedures before resorting to litigation, as provided by Section 18.4. The Parties agree that any period of limitation applicable to the assertion of a claim shall be deemed tolled during the conduct of informal dispute resolution under Section 18.2 and mediation under this Section 18.3, and that any claim of any Party shall be deemed not to have accrued until the mediation is terminated.

Section 18.4. Litigation. Unless the Parties otherwise agree, if mediation as set forth in Section 18.3 does not resolve the dispute within Thirty (30) Business Days following a reference to mediation or such longer period as the Parties may mutually agree, then the Parties shall present the dispute to such court of competent jurisdiction as set forth in Section 20.7.

Section 18.5. Provisional Remedies. No Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that is not otherwise available under this Agreement or to enforce or execute upon a judgment entered in accordance with this Agreement, including temporary, preliminary and permanent injunctive relief and restraining orders, writs of mandamus, and the appointment of a receiver or receiver and manager in connection with the collection and retention of Parking Revenue and Parking Violation Revenue.

Section 18.6. Tolling. If a Party receiving a notice of default under this Agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Article 18, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award or determination.

ARTICLE 19 LENDERS

Section 19.1. Leasehold Mortgages. The Concessionaire shall have the right, at its sole cost and expense, to grant one or more Leasehold Mortgages, secured by the Concessionaire Interest or Parking Revenue if at the time any such Leasehold Mortgage is executed and delivered to the Leasehold Mortgagee, no Concessionaire Default exists and upon and subject to the following terms and conditions:

- (a) a Leasehold Mortgage may not cover any property of, or secure any debt issued or guaranteed by, any Person other than the Concessionaire, but may cover shares or equity interests in the capital of the Concessionaire and any cash reserves or deposits held in the name of the Concessionaire;
- (b) no Person other than an Institutional Lender shall be entitled to the benefits and protections accorded to a Leasehold Mortgagee in this Agreement; provided, however, that lessors and lenders to the Concessionaire (and lenders to a Leasehold Mortgagee that is a Lessor) may be Persons other than Institutional

Lenders so long as any Leasehold Mortgage securing the loans made by such Persons is held by an Institutional Lender acting as collateral agent or trustee;

- (c) no Leasehold Mortgage or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against any or all of the Concessionaire Interest shall extend to or affect the fee simple interest in the Parking System, the University's interest hereunder or the University's reversionary interests and estates in and to the Parking System or any part thereof; in addition, any foreclosure or termination of this Agreement by the University shall simultaneously terminate the Leasehold Mortgage;
- (d) the University shall have no liability whatsoever for payment of the principal sum secured by any Leasehold Mortgage, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and, except for violation by the University of express obligations set forth herein or in any other agreement with the Leasehold Mortgagee, the Leasehold Mortgagee shall not be entitled to seek any damages or other amounts against the University for any or all of the same;
- (e) the University shall have no obligation to any Leasehold Mortgagee in the enforcement of the rights and remedies of the University under this Agreement or by Law provided, except as expressly set forth in this Agreement or in any agreement with the Leasehold Mortgagee and unless such Leasehold Mortgagee has provided the University with notice of its Leasehold Mortgage in accordance with the Leasehold Mortgagee Notice Requirements;
- (f) each Leasehold Mortgage shall provide that if the Concessionaire is in default under the Leasehold Mortgage and the Leasehold Mortgagee gives notice of such default to the Concessionaire, then the Leasehold Mortgagee shall give notice of such default to the University;
- (g) subject to the terms of this Agreement, all rights acquired by a Leasehold Mortgagee under any Leasehold Mortgage shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the University hereunder;
- (h) notwithstanding any enforcement of the security of any Leasehold Mortgage, the Concessionaire shall remain liable to the University for the payment of all sums owing to the University under this Agreement and the performance and observance of all of the Concessionaire's covenants and obligations under this Agreement; and
- (i) a Leasehold Mortgagee shall not, by virtue of its Leasehold Mortgage, acquire any greater rights or interest in the Parking System than the Concessionaire has at any applicable time under this Agreement, and each Leasehold Mortgagee, the University and the Concessionaire shall enter into a consent agreement in a form acceptable to all parties; provided that such consent agreement shall be in a

customary form and shall include the rights and protections provided to the Leasehold Mortgagees in this Agreement.

While any Leasehold Mortgage is outstanding, the University shall not agree to any amendment or modification of this Agreement that could reasonably be expected to have a material adverse effect on the rights or interests of the Leasehold Mortgagee or agree to a voluntary surrender or termination of this Agreement by the Concessionaire without the consent of the Leasehold Mortgagee.

Section 19.2. Notices and Payments to Leasehold Mortgagees. Whenever a Leasehold Mortgage exists as to which the University has been provided notice by the holder thereof in accordance with the Leasehold Mortgagee Notice Requirements, the University shall, simultaneously with providing the Concessionaire any required notice under this Agreement, provide a copy of such notice to such Leasehold Mortgagee, and no such notice to the Concessionaire shall be effective against the Leasehold Mortgagee until a copy thereof is duly provided to such Leasehold Mortgagee at its address specified in its notice given to the University in accordance with the Leasehold Mortgagee Notice Requirements (or any subsequent change of address notice given to the University pursuant to the requirements of Section 20.1). With respect to a Leasehold Mortgage regarding which the University has been provided notice in accordance with the Leasehold Mortgagee Notice Requirements, unless the Leasehold Mortgagee has otherwise advised the University in writing, all payments to the Concessionaire to be made by the University under this Agreement shall be made to the institution acting as the collateral agent or depository under the financing secured by such Leasehold Mortgage.

Section 19.3. Leasehold Mortgagee's Right to Cure. The Leasehold Mortgagee shall have a period of Sixty (60) Days with respect to any Concessionaire Default beyond any cure period expressly provided to the Concessionaire herein, in which to cure or cause to be cured any such Concessionaire Default; provided, however, that such Sixty (60) Day period shall be extended if the Concessionaire Default may be cured but cannot reasonably be cured within such period of 60 days, and the Leasehold Mortgagee begins to cure such default within such Sixty (60) Day period (or if possession is necessary in order to effect such cure, the Leasehold Mortgagee files the appropriate legal action to commence foreclosure on the liens of the Leasehold Mortgage (or takes other appropriate action to effect a transfer of title to the property subject to such liens) and take possession of the Parking System within such period) and thereafter proceeds with all due diligence to cure such Concessionaire Default (including by proceeding with all due diligence to effect such foreclosure and during such foreclosure action (to the extent practicable) and thereafter to effect such a cure) within a reasonable period of time acceptable to the University, acting reasonably; provided further that if a Leasehold Mortgagee's right to cure a Concessionaire Default has not expired, and the Leasehold Mortgagee is acting to cure such Concessionaire Default in accordance with this Section 19.3, then the University shall not exercise its right to terminate this Agreement by reason of such Concessionaire Default. In furtherance of the foregoing, the University shall permit the Leasehold Mortgagee and its Representatives the same access to the Parking System as is permitted to the Concessionaire hereunder. The University shall accept any such performance by a Leasehold Mortgagee as though the same had been done or performed by the Concessionaire. Any payment to be made or action to be taken by a Leasehold Mortgagee hereunder as a prerequisite to keeping this Agreement in effect shall be deemed properly to have been made or taken by the Leasehold

Mortgagee if such payment is made or action is taken by a nominee, agent or assignee of the rights of such Leasehold Mortgagee. Any exercise of the Leasehold Mortgagee's rights to cure hereunder shall not result in the assumption by such Leasehold Mortgagee of the Concessionaire's obligations hereunder.

Section 19.4. Rights of the Leasehold Mortgagee.

- (a) Subject to the provisions of this Agreement, a Leasehold Mortgagee may (i) enforce its Leasehold Mortgage in any lawful way, (ii) acquire the Concessionaire Interest in any lawful way or (iii) take possession of in any lawful way and manage the Parking System. Upon foreclosure of (or without foreclosure upon exercise of any contractual or statutory power of sale under such Leasehold Mortgage or a deed in lieu) and subject to the provisions of Article 17 (applied to the Leasehold Mortgagee as if it were the Concessionaire, except that Section 17.1(c) will not apply), a Leasehold Mortgagee may Transfer the Concessionaire Interest; provided, however, that no Transfer by a Leasehold Mortgagee shall be effective unless the Transfer is made in accordance with Section 17.1. Any Person to whom the Leasehold Mortgagee Transfers the Concessionaire Interest (including such Leasehold Mortgagee) shall take the Concessionaire Interest subject to any of the Concessionaire's obligations under this Agreement.

- (b) Except as provided in Section 19.3, unless and until a Leasehold Mortgagee (i) forecloses or has otherwise taken ownership of the Concessionaire Interest or (ii) has taken possession or control of the Concessionaire Interest, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and manager has taken possession or control of the Concessionaire Interest by reference to the Leasehold Mortgage, the Leasehold Mortgagee shall not be liable for any of the Concessionaire's obligations under this Agreement or be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except by way of security. If the Leasehold Mortgagee itself or by an agent or a receiver or a receiver and manager is the owner, or is in control or possession of, the Concessionaire Interest, it shall be bound by all liabilities and obligations of the Concessionaire under this Agreement (including the obligation to engage an Operator). Once the Leasehold Mortgagee goes out of possession or control of the Concessionaire Interest or Transfers the Concessionaire Interest to another Person in accordance with the provisions of this Agreement, the Leasehold Mortgagee shall cease to be liable for any of the Concessionaire's obligations under this Agreement accruing thereafter and shall cease to be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except, if the Leasehold Mortgage remains outstanding, by way of security.

Section 19.5. Termination of this Agreement; New Agreement.

- (a) Without prejudice to the rights of a Leasehold Mortgagee under Section 19.3, if this Agreement is terminated prior to the expiration of the Term due to a

Concessionaire Default (in which case the University shall notify the Leasehold Mortgagee of such termination) or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' rights generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the University agrees to enter into a new concession and lease agreement of the Parking System with the Leasehold Mortgagee (or its designee or nominee, provided that such designee or nominee either is controlled by the Leasehold Mortgagee (or by the holders of the Leasehold Mortgage Debt)) or is Approved by the University as Transferee under Section 17.1) for the remainder of the original stated Term upon all of the covenants, agreements, terms, provisions and limitations of this Agreement (the "New Agreement"), effective as of the date of such termination, but only on and subject to the satisfaction of all of the following requirements and conditions: (i) such Leasehold Mortgagee commits in writing to the University, in a notice delivered to the University, within Thirty (30) Days after the University delivers the termination notice to Leasehold Mortgagee (or, if later, upon the termination of any cure period granted to the Leasehold Mortgagee pursuant to Section 19.3) or within Thirty (30) Days after the effective date of such rejection or disaffirmance, as the case may be, that the Leasehold Mortgagee (or its designee or nominee) will enter into the New Agreement, which notice is accompanied by a copy of such New Agreement, duly executed and acknowledged by the Leasehold Mortgagee (or its designee or nominee); (ii) the Leasehold Mortgagee (or its designee or nominee) pays or causes to be paid to the University, at the time of the execution and delivery of the New Agreement, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement but for such termination; (iii) provided the University furnishes a statement or invoice for such costs the Leasehold Mortgagee pays or causes to be paid to the University all reasonable costs and expenses (including legal fees), Taxes, fees, charges and disbursements paid or incurred by the University in connection with such defaults and termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the New Agreement and related agreements and documents specified in such statement or invoice; and (iv) such Leasehold Mortgagee (or its designee or nominee), at the time of such written request, cures all defaults under this Agreement (curable by the payment of money) existing immediately prior to the termination of this Agreement, or, if such defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) commits to the University in the New Agreement to proceed both promptly and diligently, upon the execution of the New Agreement, to cure all such other defaults to the extent such defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other defaults (and such cure shall be a covenant in the New Agreement).

- (b) Nothing contained in this Section 19.5 shall be deemed to limit or affect the University's interests in and to such Parking System upon the expiration of the Term of the New Agreement. The provisions of this Section 19.5 shall survive the termination of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 19.5 were a separate and independent contract made by the University, the Concessionaire and the Leasehold Mortgagee and, if the Leasehold Mortgagee satisfies the conditions to a New Agreement from the effective date of such termination of this Agreement to the date of execution and delivery of the New Agreement, the Leasehold Mortgagee may use and enjoy the leasehold estate created by this Agreement without hindrance by the University, but only on and subject to the terms and provisions of this Agreement.
- (c) If the circumstances described in Section 19.5(a) occur, and the University determines, based on the written legal advice of counsel, that termination of this Agreement and the entry into a New Agreement by and among the University and the Leasehold Mortgagee could violate applicable provisions of the Laws of the State of Ohio governing procurement by the University then, in lieu of entering in a New Agreement and in satisfaction of its obligations under this Section 19.5, the University agrees to enter into an Assignment and Assumption Agreement pursuant to Section 19.8.

Section 19.6. Recognition of Leasehold Mortgagee. If there is more than one Leasehold Mortgagee, only that Leasehold Mortgagee, to the exclusion of all other Leasehold Mortgagees, whose notice was earliest received by the University pursuant to the Leasehold Mortgagee Notice Requirements, shall have the rights as a Leasehold Mortgagee under this Article 19, unless such Leasehold Mortgagee has designated in writing another Leasehold Mortgagee to exercise such rights. Such Leasehold Mortgagee may act as agent for a group or syndicate of one or more Institutional Lenders and such Leasehold Mortgagee and Institutional Lenders may freely assign or sell interests and/or participations in the loans to any other Institutional Lender.

Section 19.7. University's Right to Purchase Leasehold Mortgages.

- (a) If any default by the Concessionaire has occurred under a Leasehold Mortgage and has not been cured within applicable cure periods, or any act, condition or event has occurred which would permit a Leasehold Mortgagee to declare all or part of the indebtedness secured by a Leasehold Mortgage to be immediately due and payable (or, in the case of a Leasehold Mortgage that is a lease, to terminate the lease), then the University shall have Thirty (30) Days after the date on which such Leasehold Mortgagee shall serve notice upon the University in writing ("Leasehold Mortgagee's Notice") that such Leasehold Mortgagee intends to commence proceedings to foreclose the Leasehold Mortgage or, in the case of a Leasehold Mortgagee that is a Lessor to terminate the lease (stating the calculation of the purchase price pursuant to Section 19.7(c)), during which Thirty (30) Day period the University shall have the right and option (the "University's Option") to purchase from all Leasehold Mortgagees their

Leasehold Mortgages, upon the terms and subject to the conditions contained in this Section 19.7.

- (b) The University's Option shall be exercised by notice served upon the Concessionaire and all Leasehold Mortgagees within such Thirty (30) Day period. Time shall be of the essence as to the exercise of the University's Option. If the University's Option is duly and timely exercised, the University shall purchase and all Leasehold Mortgagees shall assign their Leasehold Mortgages to the University (or its designee) on the date which is Sixty (60) Days after the date on which a Leasehold Mortgagee's Notice is served upon the University. The closing shall take place at a mutually convenient time and place.
- (c) The purchase price payable by the University shall be equal to the aggregate amounts secured by such Leasehold Mortgages (including principal, interest, fees, premiums, Breakage Costs and other costs, expenses (including attorneys' fees) and any other amounts secured thereby) as of the closing date of the purchase. The purchase price shall be paid in full in cash at closing by wire transfer or other immediately available funds. The purchase price shall be paid by the University to each respective Leasehold Mortgagee, to be applied by the Leasehold Mortgagee to the amounts secured by the Leasehold Mortgage owed to such Leasehold Mortgagee, subject to the priorities of lien of such Leasehold Mortgages.
- (d) At the closing and upon payment in full of the purchase price each Leasehold Mortgagee shall assign its Leasehold Mortgage to the University, together with any security interest held by it in the Concessionaire Interest, without recourse, representations, covenants or warranties of any kind, provided that such Leasehold Mortgages and security interests shall be deemed modified to secure the amount of the aggregate purchase price paid by the University to all Leasehold Mortgagees (rather than the indebtedness theretofore secured thereby) payable on demand, with interest and upon the other items referred to in this Section 19.7(d). Each such assignment shall be in form for recordation or filing, as the case may be. The University shall be responsible for paying any Taxes payable to any Governmental Authority upon such assignment. Such assignment shall be made subject to such state of title of the Parking System as shall exist at the date of exercise of the University's Option.
- (e) Any Leasehold Mortgage shall contain an agreement of the Leasehold Mortgagee to be bound by the provisions of this Section 19.7, and the University shall have the right to receive all notices of default under any Leasehold Mortgage.

Section 19.8. Assignment and Assumption Agreement.

- (a) The provisions of this Section 19.8 shall be in effect whenever either (i) the University has made the determination contemplated by Section 19.5(c) or

- (ii) the University, with the written consent of the Leasehold Mortgagee, have determined to proceed under this Section 19.8 in lieu of under Section 19.5.
- (b) Without prejudice to the rights of a Leasehold Mortgagee under Section 19.3, if either (i) the University have given a notice of termination of this Agreement due to Concessionaire Default pursuant to Section 16.1(b), or (ii) this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' right generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the University agrees to cooperate with a Leasehold Mortgagee in order to effectuate such Leasehold Mortgagee's rights under the Leasehold Mortgage to step-in, assume or assign this Agreement, in accordance with the procedures, terms and conditions of this Section 19.8.
- (c) Upon notification and satisfaction of all of the conditions and requirements in Section 19.8(d), the University agrees that this Agreement shall not be deemed terminated, but may be assumed by a Leasehold Mortgagee or by a designee or nominee of such Leasehold Mortgagee who is either controlled by the Leasehold Mortgagee (or by the holders of the Leasehold Mortgage Debt) or is Approved by the University as a Transferee under Section 17.1, for the remainder of the original stated Term of this Agreement, and as evidence of such assignment and assumption the University agrees to execute an amended and restated concession and lease agreement for the Parking System upon all of the covenants, agreements, terms, provisions and limitations of this Agreement (the "Assignment and Assumption Agreement").
- (d) This Agreement may be so assigned and assumed pursuant to an Assignment and Assumption Agreement upon and subject to satisfaction of all of the following requirements and conditions:
- (i) Such Leasehold Mortgagee must commit in writing to the University, in a notice delivered to the University within the later of Thirty (30) Days after the University delivers the termination notice to Leasehold Mortgagee or upon the termination of any cure period granted to such Leasehold Mortgagee pursuant to Section 19.3, or within Thirty (30) Days after the effective date of any rejection or disaffirmance of this Agreement in a bankruptcy proceeding, as the case may be, that such Leasehold Mortgagee (or its designee or nominee) will assume this Agreement and enter into the Assignment and Assumption Agreement, which notice is accompanied by a copy of such Assignment and Assumption Agreement duly executed and acknowledged by such Leasehold Mortgagee (or its designee or nominee).
- (ii) Such Leasehold Mortgagee (or its designee or nominee) shall pay or cause to be paid to the University, at the time that the Assignment and Assumption Agreement is fully executed, all amounts which, at the time

of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement.

- (iii) Such Leasehold Mortgagee (or its designee or nominate) shall pay or cause to be paid to the University all reasonable costs and expenses (including legal fees), Taxes, fees, charges and disbursements paid or incurred by the University in connection with such defaults and notice of termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the Assignment and Assumption Agreement and related agreements and documents. The University shall provide an invoice to such Leasehold Mortgagee of such costs, and the Leasehold Mortgagee or its designee or nominee shall pay such invoiced costs within Five (5) Days of the receipt of such invoice.
- (iv) Such Leasehold Mortgagee (or its designee or nominee), at the time of the notice provided under Section 19.8(d)(i), shall cure all defaults under this Agreement (including all such defaults curable by the payment of money) existing immediately prior to the notice of termination issued pursuant to Section 16.1(b), or, if such defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) shall commit to the University in the Assignment and Assumption Agreement to proceed both promptly and diligently, upon the execution of the Assignment and Assumption Agreement, to cure all such other defaults to the extent such defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other defaults (and such obligation to cure shall be a covenant in the Assignment and Assumption Agreement).
- (e) If a Leasehold Mortgagee gives the University a notice as provided in Section 19.8(d)(i), the University and Leasehold Mortgagee agree to cooperate with respect to taking any appropriate actions required to regain and transfer possession of the Parking System and the Parking System Assets, including (i) seeking surrender of possession in any bankruptcy proceedings; (ii) seeking relief from any automatic stay in bankruptcy provisions and pursuit of state law remedies to obtain possession and to foreclose on the Leasehold Mortgage interest and assume the Concessionaire's position as provided in Section 19.4 of this Agreement; provided that any costs incurred by the University under this provision shall be reimbursed by the Leasehold Mortgagee (or its designee or nominee) as provided in Section 19.8(d)(iii).

Section 19.9. Right to Dispute Resolution. In each case specified in this Agreement in which resort to dispute resolution is authorized, a Leasehold Mortgagee shall have the right and privilege if an event of default under the Leasehold Mortgage then exists and notice has been given to the University as contemplated by Section 19.1(f), in the Concessionaire's name, place and stead, to obtain and participate in such dispute resolution upon notice to the University in

accordance with Article 18; provided that the Leasehold Mortgagee agrees to be bound by the outcome of the dispute resolution process.

**ARTICLE 20
MISCELLANEOUS**

Section 20.1. Notice. All notices, other communications and approvals required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be delivered, sent by facsimile (with hard copy sent via mail), certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the University:

The Ohio State University
Finance Department
108 Bricker Hall,
190 North Oval Mall
Columbus, Ohio 43210
Attention: Chief Financial Officer

With a copy to:

The Ohio State University
Office of the General Counsel
100 Bricker Hall,
190 North Oval Mall
Columbus, Ohio 43210
Attention: General Counsel

With a copy to:

Jones Day
77 West Wacker Drive
Chicago, Illinois 60601
Attention: Brian L. Sedlak, Esq.

- (b) in the case of the Concessionaire:

CampusParc LP
c/o Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

with a copy to:

Ross Israel
Head of Global Infrastructure
QIC Global Infrastructure
Level 5 Central Plaza Two,
66 Eagle Street GPO Box 2242 Brisbane,
Qld 4001 Australia
Tel +61 7 3009 6838
Fax +61 7 3009 6869
Mob +61 413 730 058
Email r.israel@qic.com

with a copy to:

Michael Angelini
Principal - Legal Counsel
QIC Global Infrastructure
Level 5 Central Plaza Two, 66 Eagle Street
GPO Box 2242 Brisbane, Qld 4001 Australia
Tel +61 7 3020 7185
Fax +61 7 3360 3979
Mob +61 401 738 956
Email m.angelini@qic.com

with a copy to:

Allen & Overy LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: Andrew Fraiser, Esq.

or such other persons or addresses as either Party may from time to time designate by notice to the other. A notice, other communication or approval shall be deemed to have been sent and received (i) on the Day it is delivered, or if such Day is not a Business Day or if the notice is received after ordinary office hours (time of place of receipt), the notice, other communication or approval shall be deemed to have been sent and received on the next Business Day, or (ii) on the Fourth (4th) Business Day after mailing if sent by U.S. registered or certified mail.

Section 20.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement

shall be construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other.

Section 20.3. Amendment. This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties.

Section 20.4. Waiver of Rights. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Section 20.5. Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If any provision of this Agreement or the application thereof to any Person or circumstance is held or deemed to be or determined to be invalid, inoperative or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable Law, or public policy, or for any other reason, (i) such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, and (ii) the Parties shall negotiate in good faith to amend this Agreement to implement the provisions set forth herein. If the Parties cannot agree on an appropriate amendment, either Party may refer the matter for determination pursuant to the dispute resolution procedure in Article 18. If, by means of the dispute resolution procedure, the Parties are unable, as a result of applicable Law, to resolve the matter in a manner that effectively entitles the University to have the same rights after the aforesaid determination of invalidity or unenforceability as before, the University shall have the right to enact, and cause to come into force, any Law to provide for the same or substantially the same rights as were determined to be invalid or unenforceable.

Section 20.6. Governing Law; Waiver of Jury Trial. This Agreement shall be governed by, and interpreted and enforced in accordance with, the Laws in force in the State of Ohio (excluding any conflict of laws rule or principle which might refer such interpretation to the Laws of another jurisdiction). **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 20.7. Submission to Jurisdiction. Subject to Article 18, any action or proceeding against any Party relating in any way to this Agreement may be brought and enforced in the federal or state courts in the State of Ohio in Franklin County, and each of the Concessionaire and the University hereby irrevocably submits to the jurisdiction of such courts with regard to any such action or proceeding, and irrevocably waives, to the fullest extent

permitted by applicable Law, any objection it may have now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Service of process on the University may be made, either by registered or certified mail addressed as provided for in Section 20.1. Service of process on the Concessionaire may be made either by registered or certified mail addressed as provided for in Section 20.1 or by delivery to the Concessionaire's registered agent for service of process in the State of Ohio. If the Concessionaire is presented with a request for Documents by any administrative agency or with a subpoena duces tecum regarding any Documents which may be in its possession by reason of this Agreement, the Concessionaire shall give prompt notice to the University. The University may contest such process by any means available to it before such Documents are submitted to a court or other third party; provided, however, that the Concessionaire shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency or required by Law, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 20.8. Further Acts. The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will, at any time and from time to time, execute and deliver or cause to be executed and delivered such further instruments and assurances and take such further actions as may be reasonably requested by the other Party in order to cure any defect in the execution and/or delivery of this Agreement.

Section 20.9. Costs. Except as otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

Section 20.10. Interest. Any amount payable under this Agreement and not paid when due shall bear interest at a variable nominal rate per annum equal on each Day to the Bank Rate then in effect, from the date such payment is due until payment and both before and after judgment.

Section 20.11. Inurement and Binding Effect. This Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns and is binding upon the Parties and their respective successors and assigns.

Section 20.12. No Partnership or Third Party Beneficiaries. Except as expressly provided herein to the contrary, nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the University and the Concessionaire, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any Person not a party to this Agreement, other than, in the case of Sections 3.11, 10.2, 12.3, 13.3, 14.2, 16.4, 17.1, 17.2 and Article 19, any Leasehold Mortgagee.

Section 20.13. Cumulative Remedies. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 20.14. Counterparts; Facsimile Execution. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such facsimile transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the University and the Concessionaire have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

THE OHIO STATE UNIVERSITY

BY: _____

PRINTED: _____

ITS: _____

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared _____, the _____ of The Ohio State University, who acknowledged before me that she/he did sign the foregoing instrument on behalf of The Ohio State University.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2012.

NOTARY PUBLIC

SCHEDULE 2

OPERATING STANDARDS

Part I - GENERAL

Introduction and Purpose of Operating Standards and Operations Plan

The purpose of these Operating Standards is to (i) provide the minimum general requirements for the operations and maintenance of the University Parking System as required by the Long-Term Lease and Concession Agreement for the Ohio State University Parking System (the “Concession Agreement”) and at least in accordance with the level of service that is currently being offered by the University and (ii) aid in the development of an operations plan to be developed annually by the Concessionaire for the Parking System. Concessionaire acknowledges that its Representatives will be seen by the users of the Parking System as representatives of the University and, as such, can impact the University’s reputation both positively and negatively. All of the obligations of the Concessionaire set forth or referenced herein, shall be performed by the Concessionaire at its sole cost and expense without reimbursement from, or set-off against amounts owed to, the University, except where otherwise noted herein. All rights of the University, and all obligations of the Concessionaire, specified herein shall not constitute Compensation Events unless so provided in the Concession Agreement or otherwise specifically identified as such herein. Any obligations of the Concessionaire set forth in these Operating Standards shall be performed on behalf of the Concessionaire by the Operator or the Enforcement Operator as required by the Concession Agreement.

Terms used and not otherwise defined in these Operating Standards shall have the meanings ascribed to them in the Concession Agreement. To the extent that any term or provision specified herein conflicts with any term or provision of the Concession Agreement, the Concession Agreement shall govern.

The Concessionaire shall provide all services associated with the management, operation and maintenance and rehabilitation of the Parking System in accordance with the Concession Agreement and as set forth herein. The Concessionaire will be responsible for the duties and tasks included in these Operating Standards. The Concessionaire will perform all such duties and tasks and all other responsibilities required by these Operating Standards in a good and workmanlike manner, and the Concessionaire shall keep the Parking System in good condition and repair throughout the Term of the Concession Agreement. If the Concessionaire fails to meet these Operating Standards, it shall be subject to the procedures in the Concession Agreement for addressing such failures.

These Operating Standards are intended to form a framework of reference and the minimum obligations of the Concessionaire with respect to the operations and maintenance of the Parking System and are not inclusive of all of the Concessionaire’s responsibilities. If other deficiencies or situations develop during the Term that are not specifically noted herein, it is the Concessionaire’s responsibility to correct the deficiencies and manage such situations such that the Parking System will be maintained in the condition required by these Operating Standards. Except to the extent not otherwise permitted by Section 6.3(a) of the Concession Agreement or

not expressly referenced in the Operating Standards as a change not constituting a Compensation Event, the University shall exercise its discretion only to the extent the resulting change does not materially increase the cost to the Concessionaire of complying with such requirement or materially decrease Parking Revenues, and any such change that materially increases the cost to the Concessionaire of complying with such requirement or materially decreases Parking Revenues shall be deemed a modification of the Operating Standards pursuant to Section 6.3(b) of the Concession Agreement.

For purposes of these Operating Standards, whenever the Concessionaire is required to utilize a qualified engineer, such engineer shall be subject to the University's prior approval. The Concessionaire shall have the right to provide a list of qualified engineers to the University from time to time for the University's approval. The Concessionaire shall then be permitted to utilize any engineer on such list that has not been rejected by the University until such time that the University notifies the Concessionaire that any such engineer on such list is no longer acceptable to the University in its reasonable judgment.

Operations Plan

The Concessionaire shall propose a plan with respect to the operations and maintenance of the Parking System as required herein or in the Concession Agreement (the "Operations Plan"). The Concessionaire shall propose to the University an initial Operations Plan by March 31, 2013 for the University's reasonable approval. Within 30 days after the Closing, the Concessionaire will deliver to the University an organization chart, contact information for management personnel of the Concessionaire and the Building Emergency Action Plan. All elements of the Parking System must have an appropriate maintenance and repair program/plan to provide a safe and satisfactory level of service and maximize their service life in accordance with these Operating Standards, and there must be a plan developed to provide high-quality customer service for all users. All necessary operations and maintenance activities shall be carried out in a good and workmanlike manner so as to ensure continuous safety for users of the Parking System and sustain the value of the Parking System as an asset. Condition assessments and inspections shall follow recognized national standards reasonably acceptable to the University.

Other than for the initial Operating Plan, the Concessionaire must update and submit its Operations Plan to the University by February 1 of each year for the University's reasonable approval. The University will review and comment on the plan before the end of May each year. Other than for the initial Operating Plan, a plan year shall be defined as July 1 – June 30. The Operations Plan shall, at a minimum, address the requirements set forth in these Operating Standards. The Operations Plan shall specify how the Concessionaire has considered, trained, addressed, and planned for all operational and maintenance activities and has established protocols, procedures, responsibilities, and minimum requirements to maintain and operate the Parking System to the performance levels specified herein and in the Concession Agreement. The Concessionaire shall be responsible for all costs of maintenance, operations and Capital Improvements of the Parking System as specified in these Operating Standards and in the Concession Agreement.

Concessionaire Organization

As part of the Operations Plan, the Concessionaire shall provide a general overview of its organization to manage and operate the Parking System, with a description of the equipment and

how it will be used, as well as the staff and their functions, duties and responsibilities including an organization chart. This overview shall also detail how the Concessionaire will interface with the relevant departments within the University.

Compliance Period

Except for Capital Improvements set forth in Schedule 12 to the Concession Agreement, the Concessionaire shall cause any deficient portion of the Parking System to comply with the Operating Standards within the following timeframes: (i) for a deficiency reasonably likely to result in an Emergency or for a deficiency that violates Law, as promptly as practicable under the circumstances; (ii) for a lighting deficiency, within 12 months of the Closing; and (iii) for all other deficiencies, within a commercially reasonable period of time after the Closing, but in no event later than 5 years after the Closing.

Laws

With respect to the performance of its obligations hereunder, the Concessionaire shall comply with all Laws.

Part II - PERFORMANCE STANDARDS – OPERATIONS

1) General Staffing Requirements

- a) Subject to the terms of the Concession Agreement, the Parking System shall be operated by the Concessionaire on a 24/7/365 basis. The Concessionaire must adjust staffing levels to ensure the continual operation of the Parking System at all times at the required service levels. For Parking Garages, the Concessionaire must clearly post the hours each of the Parking Garages are staffed, or, if a Parking Garage is not staffed, then the Concessionaire shall post a phone number, or provide a call system in each such unstaffed Parking Garage, to allow patrons to promptly contact a remote parking operator. For hours when there are no attendants on duty, field staff who can respond to any equipment malfunction must be available via a remote location to raise gates or assist customers in a timely fashion.
- b) The Concessionaire shall be solely responsible for determining staffing needs to adequately fulfill the maintenance, contractual and operation/service requirements set forth in the Concession Agreement, these Operating Standards and the Operations Plan. The Concessionaire's staff will operate the Parking System for the use of the general population of users, invitees and visitors of the University.
- c) The Concessionaire must ensure that all staff hired are subjected to a background check complying with the University's requirements as set forth in Appendix A attached hereto and made a part hereof. Staff assigned to work within the Medical Center Facilities (as defined in Schedule 5) may be subject to additional required background checks per Ohio State University Medical Center (the "Medical Center") policies.
- d) At portions of the Parking System where access is controlled, the access control equipment will be active at all times, with at least 1 member of the Concessionaire's staff available on- or off-site to deal with customers who may have difficulties with access or egress to whom the staff must provide an initial response either in person or remotely within 2 minutes, which, at a minimum, requires acknowledgement of the complaint to the customer within that 2 minutes. The Concessionaire shall maintain records of the response provided by its staff, including the actual response time for each incident, and the Concessionaire shall promptly report to the University any deviation from the above standard.
- e) The Concessionaire shall require that all Parking System staff are:
 - i) knowledgeable of the Parking System;
 - ii) aware of and able to perform their assigned tasks; and

- iii) willing and able to provide reasonable assistance to customers on an as-needed basis.
- f) Service levels within the Parking Garages located in the Medical Center require a higher degree of cleanliness and staffing than other parking areas on campus. The Concessionaire is required to maintain Parking Garage staffing at the same (or increased) levels established by OSU Transportation & Parking prior to the effective date of the Concession Agreement, unless through automation, the Concessionaire shall provide the same or better level of service then being offered; provided, however, at all times, a parking attendant shall be in the Parking Garage to promptly respond to customer inquiries or complaints and address cleanliness issues. A higher level of signage and wayfinding aids (such as “you parked on X floor” cards and/or wayfinding maps provided within the Parking Garage on every floor by the elevators) is necessary, and attendants shall be required to hand out wayfinding or construction information to customers as they exit, if requested by customers or by the Medical Center customer service department.

2) Parking Office Functions

The Concessionaire shall have in place operations and policies for the central office of the Parking System (the “Parking Office”).

- a) General Overview of Parking Office:
 - i) The Parking Office is the primary point of contact for customers who need parking information, parking related services, general campus information and event-specific information related to traffic and parking. The Concessionaire’s office staff is responsible for facilitating Permit sales, citation appeals/adjudication, refunds and reimbursements, as well as providing current information.
 - ii) Live customer service representatives will be available in sufficient numbers to handle phone and in-person inquiries. Customers should be treated courteously and with respect at all times.
- b) Parking Office Hours
 - i) Main Parking Office hours shall be, at minimum, Monday - Friday, 7:30 AM – 7:30 PM. Extended hours, which at a minimum shall be Monday – Friday, 6:30 AM – 9:00 PM and Saturday – Sunday 9:00 AM – 5:00 PM, are required 2 weeks prior to the beginning of the autumn semester to accommodate the return of students and faculty. The University may request the regular, non-extended, Parking Office hours include Saturday, 9:00 AM – 12:00 PM and other reasonable changes to the Parking Office hours without it being a Compensation Event. Any changes to such hours that materially increase the costs of operating the Parking System shall be a Compensation Event.

- ii) When office hours are not available, alternative options must be available to purchase a Permit or pay fines, which options may include a web-based system. A satellite office shall be available on campus for departmental business and disability Permits, or another means of more convenient service can be substituted (such as delivery of Permits as long as it can meet same day service requirements).

3) Interagency Coordination

- a) The Parking Facilities are located within the city limits of Columbus, the county limits of Franklin County and the state limits of Ohio and are thus subject to the Laws set by the City of Columbus, Franklin County, State of Ohio and Federal governments. The Concessionaire shall have in place procedures and policies that the Concessionaire will follow to coordinate with various agencies. The Concessionaire is required to cooperate with governmental and regulatory agencies as well as with all University departments, University partners and public safety departments. These agencies and departments include, but are not limited to:
 - (1) Ohio Department of Transportation;
 - (2) City of Columbus;
 - (3) Columbus Police Department;
 - (4) Columbus Fire Department;
 - (5) Franklin County Sheriff's Office;
 - (6) Ohio State Patrol;
 - (7) US Federal Bureau of Investigation;
 - (8) US Department of Homeland Security;
 - (9) US Transportation Safety Administration;
 - (10) Ohio Emergency Management Agency;
 - (11) US Secret Service;
 - (12) Franklin County Emergency Management & Homeland Security;
 - (13) Mid-Ohio Regional Planning Commission; and
 - (14) Central Ohio Transit Authority.
- b) These agencies and departments may require (i) access to the Parking Facilities, (ii) that Parking Facilities be closed for public safety purposes

(without reimbursement to the Concessionaire), (iii) that gates to Parking Facilities be raised or lowered due to emergency or law enforcement situation (iv) access to information contained in any surveillance system, or (v) any other action or evidence that they deem necessary in the process of maximizing public safety during non-emergency and emergency situations.

- c) The Concessionaire's involvement with these agencies could include: compliance with blocking off parking areas, attending planning and operational meetings, or providing a representative in the University's Emergency Operations Center in the event of a large-scale or critical situation that involves any aspect of the Concessionaire's responsibilities. This involvement could be required of the Concessionaire at any time.

4) University Department Cooperation

- a) The Concessionaire will outline procedures for working with the various University Departments, as enumerated in Section 4(b) of the Operating Standards below. These departments include, at a minimum:
 - (1) Parking Advisory Committee;
 - (2) Athletics;
 - (3) Business Advancement;
 - (4) First Year Experience;
 - (5) Medical Center;
 - (6) Public Safety;
 - (7) Student Life;
 - (8) Transportation;
 - (9) University Communications;
 - (10) Veterinary Medical Center; and
 - (11) Recreation Sports.
- b) The Concessionaire's involvement with these departments as it relates to the Parking System will include, but are not limited to, the following:
 - i) Representation on appropriate campus planning meetings;
 - ii) Coordination of information and logistical activities to ensure customer parking needs are met;

- iii) Participation in work teams to plan impacts under numerous scenarios related to events;
- iv) Campus emergency coordination;
- v) On- and off-campus construction; and
- vi) Working with stakeholders to execute plans.

5) Public Relations and Media Interactions

- a) The Concessionaire shall have in place procedures for working with the University and also interacting with the University community. The Concessionaire shall work with the University administration to develop a change management plan for engaging the University community and media before, during and after any significant changes to the Parking System or the Enforcement Policies and Procedures. The Concessionaire may be contacted by members of the University community and media regarding events, construction or general University information, and the Concessionaire shall respond to these requests with relevant information, a promise to look into the matter, or a reference to the appropriate party. The Concessionaire shall provide communication materials along with accurate and timely public information regarding any impact to parking, as well as supporting general University initiatives that may affect the Parking System.
- b) Communication Methods: The following is a list of communication mediums that the Concessionaire shall use its commercially reasonable efforts to provide.
 - i) Electronic media (web site, e-mail, and e-newsletters). E-mails to customer service are to be responded to within 24 hours in accordance with the requirements for customer responses set forth in Section 5(a) of these Operating Standards.
 - ii) Print media including newspaper ads, brochures, maps.
 - iii) Temporary/permanent signs including Parking Lot and Parking Garage sign packages (permanent and temporary); temporary elevator outage notices; information for residence hall displays; interior signs in the hallway of the parking office; and banners.
 - iv) Promotional items provided at various University events: Move In, President's Picnic and Convocation, Hidden Benefits Fair, etc.
 - v) Communication Items:
 - (1) Campus Map: Printed versions of the campus map available at the parking office and online versions of the campus map, both showing all

the parking locations, with information related to the parking system on the back.

- (2) Football Parking Map: Printed versions of the Football Parking Map available at the parking office and online versions of the Football Parking Map, both with related specifics of game day parking (for fans and for staff who must work).
 - (3) Advertisements and Promotions: Advertisements and promotions promoting, in reasonable detail, Permit sales, major events that will impact parking, and any changes to the Parking System.
 - (4) Temporary Signage: Signage to explain parking closures or parking disruptions (such as heavy demand due to events) placed at Parking Garage and Parking Lot entrances or Street Metered Spaces in advance.
- vi) Communications items produced solely for Global Events and Special Events shall be considered part of the costs of that Global Event or Special Event and will be reimbursed pursuant to the procedures associated therewith in the Concession Agreement.

6) Service Vehicles

The Concessionaire will be permitted to utilize service vehicles to facilitate the operations of the Parking System. Because the Concessionaire's service vehicles will also represent the image and character of the University, the following guidelines must be followed for the use of service vehicles:

- a) The Concessionaire must ensure such service vehicles operate and maintain a sufficient inventory of service vehicles to meet the obligations of the Operations Plan at all times.
- b) Insurance must be secured and maintained in accordance with the Concession Agreement.
- c) Service vehicle Requirements:
 - i) All service vehicles utilized by the Concessionaire must be clean, safe and regularly maintained to ensure safe operation.
 - ii) The vehicle body must be relatively free from damage. If damage occurs, it must be repaired within a reasonable period of time.
 - iii) Annual safety inspections must be performed.
 - iv) All vehicles in use must have a cumulative fleet average EPA city rating of at least 21 MPG and otherwise comply with all Laws.

- v) All service vehicles will be clearly identified and bear uniform markings on both sides of the vehicle. These include, but are not limited to:
 - (1) Company name;
 - (2) Vehicle (fleet) number;
 - (3) Company area code and phone number;
 - (4) Company web address;
 - (5) “How Am I Driving” or equivalent customer complaint/compliment decal and access number; and
 - (6) Vehicle (fleet) number located on the rear of each vehicle.
- vi) All service vehicles must be equipped with fully operational Mars lights or equivalent with flashing yellow caution lights.

7) Service Vehicle User Requirements

- a) Employees must be properly trained on proper use of vehicles.
- b) The Concessionaire must submit to the University a plan for screening drivers and maintaining driver records.
- c) The Concessionaire is responsible for ensuring the safe operation of all service vehicles.
- d) Service vehicle operators and passengers shall not smoke in or around the service vehicles.
- e) Service vehicle operators shall not permit unauthorized passengers to utilize the service vehicles at any time.
- f) The Concessionaire is required to report all service vehicle accidents on University property to the University within 1 Business Day following any accident.

8) Payment and Revenue Control Equipment

- a) The Concessionaire shall be responsible for using the capabilities of the parking payment and revenue control system, including reports generated by the system, if applicable, to ensure that the proper fee is collected for each vehicle parked in the Parking Facilities.
- b) Access and egress equipment, of whatever form, shall be operated in a manner to prevent interference with public rights of way, highways, roads or streets through the queuing of vehicles attempting to or gaining entry to the Parking

Facilities or other forms of interference that inhibit traffic flow on public and private rights of way, highways, roads or streets.

- c) All payment equipment and support systems will be compliant with the Payment Card Industry (PCI) Data Security Standards in force at that time. Faulty or non-functioning payment systems shall be returned to operation within 1 day of the fault being reported to or discovered by the Concessionaire where possible. If revenue collection systems are non-operational more than 1 day after discovery, the Concessionaire shall make alternative arrangements to collect revenue during the period in which they are non-operational and provide an account of the interim revenue collection and customer service arrangements to the University, which shall be of a sufficient standard to meet the reporting requirements of the Concession Agreement and Operating Standards. PCI compliance shall be reported annually, or on opening for new Parking Facilities or parking payment systems in addition to any reporting required by the Concession Agreement.
- d) The Concessionaire shall be responsible for the repair and maintenance of the payment and revenue control system, including all Metering Devices, signs, computers and related equipment. All equipment shall be maintained in line with manufacturer guidance where provided and be maintained in good condition and repair. Non-operational payment equipment shall be reported to the University and action taken by the Concessionaire to continue to collect revenue as required by the reporting standards under Section 14 of these Operating Standards (“Revenue Collection and Enforcement”) in addition to any reporting required by the Concession Agreement. At no point may the Concessionaire close a Parking Facility due to the failure of payment or revenue control equipment. If all alternative means of revenue and access control cannot be established, parking will be offered free of charge in the Parking Facility during such period.
- e) The Concessionaire shall implement efficient and modern means of collection of parking fee revenues and upgrades to such means of collection pursuant to the Concession Agreement. The Concessionaire will modify the Operations Plan in use to reflect these changes and invest in new technologies and payment systems as required to provide payment systems consistent with the Concession Agreement, examples of which may in the future include cell phone, near field communications, smart cards and other emergent technologies.
- f) To minimize customer frustration when traffic backs up in Parking Garages, the following practices shall be utilized:
 - i) Additional staff are deployed to help customers use the Pay in Lane machines (PiLs) during peak hours, to expedite the exit queues.

- ii) In the event that a traffic back up in a Parking Facility causes customers to wait for more than 15 minutes to exit such Parking Facility, such customers shall be permitted to exit without payment of the applicable fee.
 - iii) In the event that a traffic back up in a Parking Facility causes customers to wait longer than 5 minutes but less than 15 minutes to exit such Parking Facility, parking attendants shall reduce the fee of such customers by 1 rate band increment for the wait time.
- g) The Concessionaire shall abide by the following standards in the installation and removal of Metering Devices:
- i) All Metering Devices, support poles and bases and signs are to be the color and size approved by the University.
 - ii) All sign poles and bases must meet the requirements of the Manual of Uniform Traffic Control Devices. All signs must be pre-approved by the University.
 - iii) Metering Devices located on the street shall be installed on the same side of the street as the customer parking.
 - iv) Any Metering Device that services multiple Parking Spaces (a “Multi-space Metering Device”) must be installed in highly visible, well-lit locations and must have reflective wrap applied and must be marked by public parking signs. All Multi-space Metering Devices must be fully ADA compliant.
 - v) Unless pre-approved by the University, any improvements made to the Parking System cannot include ground loops or other pavement construction.
 - vi) Unless consented to in writing by the University, a Multi-space Metering Device, if installed on a street, must be installed at least 18” and no more than 24” from the curb.
 - vii) Following the installation of a new Metering Device, the Concessionaire must install a sign on the Metering Device or an “A” frame with a temporary sign in the vicinity which indicates that the Metering Device was recently installed and also provides the day that enforcement will commence.
 - viii) The Concessionaire shall repair or replace any Metering Device that is not fully functioning within 24 hours of awareness of a deficiency with respect to the applicable Metering Device.

- ix) Following the removal of Metering Devices, the Concessionaire shall repair any damage that was caused to the public way to the condition it was in before said damage occurred.

9) Payment Options

- a) The Concessionaire will issue a permit credential to those customers who purchase a Permit. Permit credentials, whether physical, electronic, license plate-based or another technology shall:
 - i) Uniquely identify each individual who has paid for a Permit.
 - ii) Enable the determination of whether a parked vehicle holds a valid Permit for use in the Parking Facilities.
 - iii) Allow entry to and exit from the controlled entry Parking Facility.
- b) The Concessionaire will coordinate the Permit eligibility status of Permit applications with the University during the Term.
- c) Permit holders may make payment directly to the Concessionaire, with the Concessionaire permitted to establish additional alternative methods of payment. Permits issued shall be recorded and such information shall be provided to the University as required by the reporting standards in these Operating Standards and the Concession Agreement or as otherwise reasonably requested by the University from time to time.
- d) The Concessionaire shall maintain and manage the waiting list for certain categories of Permits at Parking Facilities where demand exceeds supply, with Permits allocated strictly on a first-come first-serve basis unless otherwise prioritized by the University based on criteria established by the University from time to time. Upon Closing the existing Permit waiting lists will be provided to the Concessionaire. These lists will form the initial waiting lists for each Parking Facility where provided. The Concessionaire shall maintain the following information, which shall be supplied to the University on a quarterly basis:
 - i) a list of Permit holders and the amount that each Permit holder has paid;
 - ii) a waiting list of individuals seeking to purchase Permits; and
 - iii) the date each individual was placed on the list for which no Parking Space has yet become available.

10) Special Conditions

The following Special Conditions reflect current University policies, procedures and methodology, and the Concessionaire shall comply with the same. These Special

Condition requirements are subject to change during the Term as the University's needs warrant and in accordance with Concession Agreement; provided, however, such changes may constitute a Compensation Event.

- a) Evening and Weekend Rules
 - i) West Campus Permit holders may park on Central Campus in any non-restricted surface Parking Space between 4:00 p.m. and 3:00 a.m. on weekdays and on weekends (Friday 4:00 p.m. through Monday 3:00 a.m.)
 - ii) Central Campus Permit holders may park in any non-restricted surface Parking Space between 4:00 p.m. and 3:00 a.m. on weekdays and on weekends (Friday 4:00 p.m. through Monday 3:00 a.m.)
 - b) Emergency Physician Parking: Parking Spaces are currently designated for Emergency Physicians in 2 Parking Garages at the Medical Center. The Director of Physician Services at the Medical Center is responsible for distributing the Emergency Physician access cards which are to be provided by the Concessionaire. The Concessionaire will ensure that the Emergency Physicians have access to these Parking Spaces. EP Permits are available only to the Medical Center and usable only by emergency physicians during the hours of their emergency room shift. The current permissible number of Parking Spaces for EP Permits is currently 181.
 - c) Medical Center Staff and Physician Parking:
 - i) Proximate and flexible parking arrangements must be available for attending physicians.
 - ii) Operational flexibility is required for off-shift staff parking. Access to Parking Garages for staff working second and third shifts must be maintained.
 - iii) As growth in the Medical Center occurs, it may be necessary to limit access by certain Permit holders to meet business needs of the Medical Center (such as eliminating availability for students in proximity parking), which limitation shall constitute a Compensation Event.
 - iv) Due to the dynamic nature of the Medical Center, there is a need to provide a significant degree of flexibility to address changing customer requirements. The Concessionaire shall be required to make allocation changes in parking between staff categories and/or between staff parking and visitor/patient parking categories within 5 working days of a Medical Center request.
- (1) The Concessionaire shall be required to provide associated communication of Parking Space allocation changes (signs, flyers, other

information targeted at the impacted population) at least 48 hours prior to these changes.

- d) **Medical Patient Parking:** Only patients and their visitors may use the Parking Spaces so designated in the Medical Center Parking Facilities. Staff, faculty, students, contractors and others who otherwise use these Parking Spaces are subject to fines. Additional patient parking shall be designated as necessary in the Medical Center Parking Facilities for the business needs of the Medical Center. The Medical Center Parking Facilities shall have signs indicating if they are at capacity, and, within 10 minutes of learning a Parking Facility is at capacity, the Concessionaire shall station Parking System staff at the entrance of the Parking Facility at capacity directing customers to the nearest available Parking Facility.
- e) **Veterinary Medical Center Parking Specifics:** The Veterinary Medical Center (“VMC”) is a comprehensive veterinary referral based teaching hospital and 24/7 emergency facility serving approximately 34,000 clients annually with limited parking availability and many clients with disabled animals that are very challenging to transport.
 - i) The companion animal client lot includes 26 Parking Spaces including 1 ADA Parking Space, with an emergency drop off loop up to the main entrance. This drop off loop must remain clear of obstructions, such as delivery vehicles or non-emergency patrons.
 - ii) The Concessionaire shall monitor the VMC lot for non-users of the VMC and shall enforce these restrictions as necessary.
 - iii) The VMC lot attendant is a critical component of the client experience and assists in the monitoring of the Parking Spaces. Consequently, the Concessionaire shall have an attendant at this lot during peak daytime hours.
 - iv) The Concessionaire shall notify the University and the VMC if there are any plans to automate this lot in the future and any such automation shall be subject to the University’s reasonable prior approval.
- f) **Departmental Reserved Parking Spaces:** The departmental reserved Parking Spaces are available to University departments only. Departmental reserved Parking Spaces are paid for annually (two times the “A” Permit rate), and are signed per the department’s request. There are currently 660 departmental reserved Parking Spaces on campus. Departmental reserved Parking Spaces shall not be sold by Concessionaire without the approval of the University (not to be unreasonably withheld or delayed) including validation that the Permit holder falls within the classification for the particular Permit (e.g., student, faculty, staff, etc.).

- g) State of Ohio or Federal Government Vehicle Spaces: The State of Ohio or federal government vehicle Parking Spaces are provided as demanded and where they help facilitate University business. State of Ohio or federal government vehicles may park in any regular Permit Parking Space (excluding reserved Parking Spaces and disability Parking Spaces) and can exit any Parking Facility without paying the applicable fee. Only vehicles with State of Ohio or Federal government license plates may use these Parking Spaces. There are currently 301 State of Ohio or federal government Parking Spaces on campus.
- h) Valet Parking Spaces: Valet spaces are designated in 3 of the Parking Facilities and serve the valet operations at the Medical Center, the Martha Morehouse Parking Garage and the Blackwell Hotel. Separate access is provided and maintained to assist with keeping daily self-park customers out of such designated valet Parking Spaces.
- i) Electric Car Charging Stations: The University is piloting a program for electric car recharging stations. The car recharging stations will be located in selected Parking Facilities mutually agreed upon by the Concessionaire and the University. The Concessionaire will need to allocate Parking Spaces in the Parking Facilities to expand this program in the future. The responsibilities of both the University and the Concessionaire for this program are detailed in the Concession Agreement.
- j) Bricker Hall Guest Parking: There are 7 Parking Spaces on 17th Avenue that are designated for Bricker Hall guests and visitors. No Permit is necessary, and no fee is charged (either to the guests using the Parking Spaces or the departments). If additional guest parking is necessary, the pickup/drop off parking in the area or across the Oval near the Faculty Club must be available for use for guest parking at no charge, and the Concessionaire is responsible for maintaining and enforcing these Parking Spaces.
- k) University VIP Parking: In order to effectuate the efficient management of the University, some individuals shall be exempt from certain parking rules and regulations. Such individuals shall be determined by the University and shall not exceed 45 people.
- l) Parking usage surveys of disability parking usage shall be conducted 3 times a year by the Concessionaire and adjustments in the distribution of disability Parking Spaces will be made by the University's ADA Coordinator's Office consistent with the result of such survey.
- i) In addition to compliance with the ADA Standards for Accessible Design, the University has obligations under Title I of the ADA (29 CFR 1630.3) to provide reasonable accommodation allowing access to the workplace for employees with disabilities and under Title II of the ADA (28 CFR 35.130) to provide modifications to allow access to programs for

participants with disabilities. These obligations may at times require individually designated or an allocation of Parking Spaces beyond the minimum number required by the ADA Standards for Accessible Design. Reserved Parking Spaces for this purpose do not carry a premium fee beyond the standard Permit the customer would be required to purchase. Reasonable accommodations, including accommodations involving the Parking System, policies and procedures are determined by the University's ADA Coordinator, and the Concessionaire shall allocate Parking Spaces accordingly. Adjustments to the number and distribution of ADA Parking Spaces based on required surveys or reasonable accommodation is referred to as "right sizing" ADA parking.

- m) The Concessionaire shall continue to allow for certain enforcement, Permit eligibility, and fee exceptions as set forth in Appendix B, attached hereto and made a part hereof.
- n) Parking at Woody Hayes Athletic Facility: Student-Athlete access to the Parking Lot directly east of the Woody Hayes Athletic Facility shall be controlled by the Department of Athletics with respect to the individuals who are eligible to park in such area.

11) Value Cards and Vouchers

Value Cards and Vouchers provide options for departments to prepay for guest parking; allow reduced rate exits from Parking Garages and provide a mechanism for temporary entrance/exits, and they will be provided at the same rate as comparable parking (as set forth in Schedule 5).

- a) The Concessionaire may come up with its own program; however, it must offer the following:
 - i) Reduced price exit vouchers for patients and their visitors;
 - ii) Free exits for Volunteer/Clergy members (actual hourly fee can be billed back to the Medical Center);
 - iii) Prepaid single exit coupons for departments and student groups; and
 - iv) Single or multi day temporary Parking Facility access.

12) Signage Requirements

- a) The Concessionaire shall install and maintain, in compliance with the University signage plan, informational and directional signage at the Parking Facilities to, at a minimum, assist customers in locating payment equipment, points of entry and exit within the Parking Facility, the exit from each Parking Facility where the location of any of these is not clearly visible from all areas of each Parking Facility, the location of Permit and daily Parking Spaces, and

rate and payment instructions. All signage plans must be compliant with the University signage plan currently in place, and approved by the University in advance (such approval not to be unreasonably withheld or delayed). Signage plans are required for new Parking Facilities, reconfigured Parking Facilities, expanded Parking Facilities and previously free-to-park Parking Facilities at which parking fees or Permit restrictions are imposed. The University also has the right to install any wayfinding, informational, or directional signage on the Parking Facilities at its own expense; provided, however, that the Concessionaire shall be responsible for maintenance of such signage in accordance with this Section.

- b) Contact information for the Concessionaire via telephone, mail and a website shall be provided on a prominent sign at each Parking Facility and on each piece of payment equipment. The Concessionaire shall install signage as required under this Section 12 and maintain, refurbish or replace this signage as necessary to comply with these Operating Standards.

13) Customer Relations

- a) The Concessionaire shall at a minimum accept customer complaints via telephone, mail, e-mail and in person to staff at the Parking Facilities where and when present. Complaints shall be recorded as they are received, with the Concessionaire maintaining a database of customer complaints, including:
 - (1) Customer name;
 - (2) Customer contact details;
 - (3) Parking payment type used (Daily/Permit etc.);
 - (4) Details of the complaint;
 - (5) Actions taken by the Concessionaire in response to the complaint, including the dates of such actions taken;
 - (6) Details of communications between the Concessionaire and the customer, including the dates and times of such communications; and
 - (7) Details of how the complaint was resolved.
- b) All actions and communications in the database of customer complaints shall have the date and time of entry recorded in such a manner that it is possible to assess the Concessionaire's response time to resolve customer complaints.
- c) The database of customer complaints shall be provided to the University on a quarterly basis. Information relating to complaints shall also be provided promptly to the University in response to ad hoc requests.

- d) The Concessionaire shall respond to all customer complaints within 1 Business Day of receiving the complaint and shall resolve all complaints in a timely manner, except for customer complaints regarding cleanliness originating within normal business hours. For customer complaints regarding cleanliness originating within normal business hours, the Concessionaire shall resolve all minor complaints within 4 hours and all major complaints within 12 hours.
- e) The Concessionaire shall provide a customer service plan that includes plans to deal with the following issues:
 - i) Interacting with customers;
 - ii) Responding to customer queries and complaints;
 - iii) Resolving customer complaints, including a process chart that indicates a path from complaint to resolution for all complaints received;
 - iv) Communicating customer feedback to management and operational staff;
 - v) A training program for staff to undertake to ensure that they understand and can implement the customer service plan; and
 - vi) Evaluation of staff members' understanding and application of the customer service plan in their work no less than once per year.
- f) The customer service plan shall be updated annually as part of the update of the Operations Plan to reflect lessons learned and any changes to the Parking System that have occurred.
- g) Concessionaire staff working at Parking Facilities shall wear a uniform that is standard across the Parking System and clearly identifies them as Parking Facility staff, except that Concessionaire enforcement staff shall have a different uniform, including a distinctive safety vest. Design of the uniforms in use will be jointly developed by the Concessionaire and the University.
- h) Monitoring and Reporting: Monitoring of these items should be done on an ongoing basis by the Concessionaire staff. Reporting on these items, including time from identification of problems until implementation of successful remedy should be provided to the University by the Concessionaire's staff on a quarterly basis, or more frequently if reasonably requested by the University.
- i) The Concessionaire must operate its call center for customer complaints 24/7/365 to provide assistance to customers, including information on parking ticket appeals.

14) Revenue Collection and Enforcement

- a) The Concessionaire shall have the discretion to collect cash from each Parking Facility as frequently as determined necessary by the Concessionaire. Concessionaire shall work with the University to create and implement a revenue collection and enforcement strategy outlining cash handling, credit card payment handling, handling methods for any other payment method that may be in use in the future and audit procedures that comply with any applicable requirements of the Concession Agreement that shall be reviewed and approved by the University on an annual basis (such approval not to be unreasonably withheld or delayed).
- b) On each day at a minimum, the Concessionaire shall conduct an inspection of the vehicles present in Parking Facilities where access is uncontrolled to identify vehicles that do not possess a Permit or display valid proof of payment for parking. Vehicles may only be towed or immobilized to the extent that such vehicle or owner thereof has outstanding fines equal to 3 times or greater the "Unregistered Vehicle Parked out of Zone" fine as described in Schedule 5 or otherwise violates particular Laws or parking rules as reasonably determined by the University and Concessionaire from time to time. The Concessionaire may tow and/or immobilize vehicles, provided all actions are in compliance with all applicable Laws. The Concessionaire shall use commercially reasonable efforts to notify owners before towing or immobilizing a vehicle. Such activities shall only be used as a last resort, except in the case of an Emergency. The Concessionaire must notify the OSU Department of Public Safety within 2 hours of towing any vehicle to ensure that the OSU Department of Public Safety can provide information to individuals calling regarding the whereabouts of their car. Vehicles without a Permit or valid proof of payment displayed shall be issued an enforcement notice, which shall be of the form of a notice to pay.
- c) If exceptions to enforcement are appropriate, they must be applied in a consistent and fair manner taking past and future accommodations into account.
- d) The Concessionaire shall provide to the University a record of enforcement notices issued and enforcement actions taken on a quarterly basis.
- e) The Concessionaire shall permit police officers and government officials to issue enforcement notices to vehicles without a Permit or valid proof of payment displayed.
- f) Monitoring and Reporting: Monitoring of these items should be done on an ongoing basis by the Concessionaire. Reporting should be provided to the University by the Concessionaire's staff on a quarterly basis, or more frequently if requested by the University.

15) Appeals Process

All appeals for Parking Violations, Permit exceptions and other related parking issues shall be administered through the Parking Office. To that end, the Concessionaire shall have a documented parking citation and Permit appeals process subject to the University's reasonable advance approval that addresses the following topics.

- a) **Parking Violation Appeals:** The Concessionaire must document the policies and procedures that they will enforce when reviewing parking violation appeals. The Concessionaire should also document all appeals reviewed and the resulting decision by the Concessionaire.
- b) **Payment Plans:** The Concessionaire is required to extend interest-free payment plans for payment of parking fines to customers, provided that these payment plans are interest free. Any additional unpaid parking violations issued to a registered owner on a payment plan will automatically render any such payment plan null and void and full payment for any outstanding balance will be due at that time.
- c) **Permit Related Appeals:** Permits are presently issued based upon a customer's status within the University. Due to the nature of the present system and the unique needs that customers have, appeals are routinely made for an exception to the general rule. Staff within the Parking Office shall evaluate any such request, coordinate with other University departments as appropriate, and grant the request or provide reasonable alternatives.
- d) **Monitoring and Reporting:** Monitoring of these items should be done on an ongoing basis by the Concessionaire staff. Reporting on these items, including time from identification of problems until implementation of successful remedy should be provided to the University by the Concessionaire's staff on a quarterly basis, or more frequently if requested by the University.

16) Security and Communications

- a) Concessionaire shall work with the University so as to ensure the safety of the traveling public and the security of the Parking Facilities. Concessionaire shall coordinate and cooperate on security issues with local police and the University as appropriate.
- b) The Concessionaire shall promptly notify law enforcement in the event of an incident of criminal activity at the Parking Facility.
- c) The Concessionaire must abide by all regulations of the OSU Department of Public Safety.
- d) The Concessionaire shall develop and document policies and procedures to ensure the security and safety of the public utilizing the Parking System.
- e) The OSU Department of Public Safety may require the assistance of the Concessionaire's employees to assist in the event of an Emergency or

otherwise direct such employees during such Emergency, and the Concessionaire shall assist as so directed.

- f) The Concessionaire shall be responsible for maintaining a means to communicate with its employees in the field. Requirements of such a system are more fully described in Section 33 of these Operating Standards.

17) Customer Vehicle Assistance Responsibilities

- a) Vehicle assistance is to be provided by the Concessionaire's parking staff within the Parking System as a courtesy, at no additional charge to the customer or the University. The Concessionaire's staff must use commercially reasonable efforts to assist customers with lock outs or jump starts, inflate or help change a tire, and provide up to 1 gallon of gasoline to get to the nearest fueling station within the hours of 7:00 AM – 9:00 PM on Business Days. The Concessionaire shall have a plan for vehicle assistance, timeframe for assistance and assistance procedures.

18) Hazardous Materials

- a) Vehicles carrying materials hazardous to staff, customers or the public (except for hazardous substances necessary and incidental to the operation of vehicles) shall not be permitted to park in the Parking Facilities. Where hazardous materials are required to carry out any work in the Parking Facilities, the Concessionaire shall comply with all Laws that govern the use of the materials to ensure the safety of staff, customers and the public.

19) Building Emergency Action Plan

- a) The Concessionaire shall provide a Building Emergency Action Plan ("BEAP") for the evacuation of Parking Facilities in the event of an emergency that permits customers and staff to quickly and safely evacuate each Parking Facility. The BEAP must include, at a minimum, the following:
 - i) Evacuation procedures and roles;
 - ii) Evacuation routes;
 - iii) Shelter-in-place location(s);
 - iv) Emergency communications;
 - v) Training and drill schedules; and
 - vi) Emergency Parking Facility contact.
- b) This BEAP will be created in conjunction with the Continuity Management Plan, as defined below, and the University's Enterprise Continuity

Management Program, and it may be submitted to other University departments, as necessary. This plan must be exercised, at a minimum, annually. The Concessionaire shall make staff and other resources available to conduct emergency drills or emergency planning required by the University as requested.

- c) The staff training program shall include training on all emergency activities and procedures required by Law. Documentation of enrollment and satisfactory completion shall be supplied to the University and updated annually at a minimum.

20) Continuity Management Plan

- a) Continuity Management Plan (“CM Plan”): The Concessionaire shall provide a CM Plan to establish procedures and protocols in relation to continuing or recovering services following a disaster/incident. This CM Plan must include, at a minimum, the following:
 - i) Plan overview, scope, and assumptions document;
 - ii) Response teams with named individuals assigned to each team;
 - iii) An initial call tree;
 - iv) Contact information for key team members, vendors, departments, agencies, and university stakeholders;
 - v) Initial response activities in the following categories: command/leadership, communications, HR/employee care, financials, IT, and assessment;
 - vi) List of all services, prioritized in order of recovery, with recovery time objectives assigned to each;
 - vii) 1 named individual as a recovery owner and 1 as an alternate recovery owner for each service;
 - viii) Document that describes how each service will be continued or recovered in each of the following 3 scenarios:
 - (1) Unavailability of majority of staff;
 - (2) Unavailability of key applications and/or equipment;
 - (3) Unavailability of the building/Parking Facility; and
 - ix) List of minimally required resources for recovery.

- b) This CM Plan will be created in conjunction with the BEAP and the University's Enterprise Continuity Management Program, and it shall be submitted to other University departments, as required by the University. At a minimum, this CM Plan must be updated and submitted to OSU Environmental Health & Safety and the OSU Department of Public Safety annually for its prior reasonable approval. This CM Plan must be exercised, at a minimum, annually.

21) Maintenance

- a) All work performed in the Parking System shall be completed in a good and workmanlike fashion in accordance with industry practice.
- b) The Concessionaire shall include a section within its Operations Plan, which maintenance section shall set forth the Concessionaire's plan to maintain the assets of the Parking System.
- c) The Concessionaire shall maintain and keep all portions of the Parking System in good condition and repair and in compliance with Laws. Routine and preventative maintenance shall be performed to meet this requirement. Maintenance includes, but is not limited to, items such as custodial services, lubrication/adjustment of equipment, filter and light bulb replacement, drain and pipe cleaning, etc.
- d) Unless otherwise specified herein, in general, a standard which specifies immediate corrective action shall mean that the Concessionaire must address the issue/deficiency within 24 hours. If a permanent solution is not immediately available, a temporary solution shall be put in place until a more permanent one is feasible in accordance with the timeframes specified herein. Any issue/deficiency presenting a safety hazard to users, staff and/or the public shall be immediately corrected or made safe upon discovery.
- e) General Custodial Maintenance
 - i) Custodial maintenance services must be performed by the Concessionaire and consist of the daily removal of all trash, litter, dust, leaves, dirt, mud, grease, oil, effluence and any and all other types of unclean or hazardous elements or materials from the Parking Facilities and maintaining such areas to a clean, sanitary condition that will meet or exceed all industry standards in appearance and procedures. Gum and graffiti must be removed on a daily basis. Maintenance also includes the daily mopping and sanitizing of all sickness, spills, etc., and emptying of trash receptacles.
 - ii) The Concessionaire shall perform daily walkthroughs of the Parking Facilities to confirm that general custodial maintenance is being performed. During these walkthroughs any unclean areas or potential hazards (such as trip hazards, broken locks, vandalism, spills, etc.) must be

identified and reported for corrective action and further safety inspection if required. Any unclean elements should be identified, reported and cleaned up. A cleaning program should be established for each Parking Facility that directs personnel to perform the required cleaning tasks on a regular basis.

- f) Standing Water
 - i) Any standing water must be mopped/cleaned-up immediately after being identified (within the same day). If standing water occurs, the Concessionaire shall immediately inspect drainage structures and provide corrective maintenance if necessary.
- g) Sweeping and Litter Removal
 - i) Stairs, elevator lobbies, sidewalks and lobbies shall be swept on a weekly basis at a minimum and as often as necessary in order to keep the areas clean, safe and free of hazards. Sweeping can be done either with hand brooms or mechanized sweepers designed for use in Parking Garages. Between sweepings, litter shall be picked up, collected and removed from general parking areas and trash cans should be emptied at least daily.
- h) General Cleaning
 - i) Stair and elevator enclosures, doors, doorframes, signage, elevator floors, walls, parking equipment and other surfaces must be cleaned on an as needed basis, at a minimum once a week. Floors of offices, lobbies, cashier booths, entrance/exit lanes, and any other high traffic areas should also be cleaned at a minimum once a day. Restrooms shall be cleaned on a daily basis at a minimum, with all restroom facilities, walls, mirrors, floors and other surfaces restored to a sanitary condition and restroom consumable supplies replenished where necessary. Windows in cashier booths must be cleaned daily or more frequently as needed. Windows in stairwells must be cleaned at least annually. Graffiti or any other form of vandalism shall be corrected within a day of being identified.
 - ii) Parking Garages shall be scrubbed using a motorized machine in the parking stalls and drive areas as needed.
 - iii) Patient Parking Garages in the Medical Center require a much higher level of cleaning due to the volume of customers and first impression image. The Concessionaire must follow the Medical Center Garage Cleaning Specifications attached as Appendix C.
- i) Power Washing
 - i) Power washing of the floor slabs (parking surface areas and parking ramps) shall be done as needed and at a minimum once per year.

- ii) Floor drains (and/or any sediment basket cleanouts) must also be cleaned out during power washing and their proper functioning checked.
 - iii) Grease and oil drippings build up in parking stalls and entrance and exit lanes should be removed with degreasers.
 - iv) These activities might have to be performed more often for high traffic areas, i.e. entrance lanes and main driving aisles.
 - v) Disposal of the water used in power washing shall be done in compliance with applicable Law.
- j) Work Areas
- i) Where and when necessary, use of demarcation tape and appropriate barriers to “rope off” work areas in order to clearly indicate to users to use caution and stay clear of the area is required.
 - ii) If required to be sectioned off, work areas must be sectioned off until work is completed.
- k) Fences and Railings
- i) Maintenance and repair of all miscellaneous metal items including chain link fence or other fencing, guard rails, corner guards, crash barriers, and bollards must be inspected monthly and cleaned or repaired as necessary.
 - ii) Any damage to the above items must be brought to the attention of the Concessionaire and corrected once identified. During the monthly inspections, the Concessionaire shall check for bent railings that could be hazardous to users.
 - iii) The Concessionaire shall also inspect the rigidity and structural soundness of fencing, guards, rails etc. and repair or tighten any loose fittings as necessary, as part of its inspection.
 - iv) If necessary a temporary solution, as agreed upon by the University and the Concessionaire, must be put in place to keep the users and staff safe if a permanent solution is not immediately available.
- l) Pest Control
- i) Any pest control devices installed shall be inspected weekly and maintained as required in order to remain functional. The Concessionaire shall install sufficient pest control devices to maintain a clean, pest-free environment at the Parking Facilities.
- m) Pavement Marking

- i) Painted lines, markings and Parking Space numbers (on either asphalt or concrete surfaces) that have become faded or are no longer clearly visible for any reason shall be repainted by the Concessionaire on an as needed basis. Necessary repainting should occur within 1 week of being identified, weather permitting.
 - ii) Parking Spaces shall have a minimum width of 8.5 feet. The Concessionaire may request permission from the University to provide “compact” Parking Spaces of a smaller size in the Parking System, but the provision of compact Parking Spaces shall be subject to the University’s prior approval (not to be unreasonably withheld or delayed).
- n) Painting Services
 - i) Painted items such as benches, walls, railings, etc. shall be repainted on an as needed basis if paint becomes chipped, cracked, peeling or otherwise leaves the underlying material exposed with the necessary work undertaken within 30 days of discovery at a minimum.
 - ii) Concessionaire staff shall scrape, sand and/or water blast and prime surfaces before painting.
- o) Door Safety
 - i) All Parking Facility doors shall be maintained to ensure that they are continually operational and provide safe use of the Parking Facilities to users. Damage to any door shall be repaired within 48 hours.
- p) Structural Steel
 - i) All structural steel components must be regularly inspected for the onset of corrosion, and if corrosion is detected, the Concessionaire shall clean the steel and touchup any paint or protective coating.
 - ii) If heavy corrosion or significant deterioration is observed by the Concessionaire or the University, the Concessionaire must consult a qualified structural engineer and repair as appropriate.
 - iii) The exposed steel in new construction shall be galvanized.
- q) Annual Capital Asset Management Plan
 - i) The Concessionaire shall be required to perform all Capital Improvements with respect to the Parking System. In connection with this obligation, the Concessionaire shall submit to the University an initial Capital Asset Management Plan (“CAMP”) by March 31, 2013 and an annual CAMP by February 1 prior to the Plan Year thereafter, in each case for review by the University in connection with the Operations Plan. The CAMP is required

to preserve the Parking Facilities and their continual operation. The CAMP shall include, but is not limited to, the following sections:

- (1) Planning of routine and preventive maintenance requirements.
 - (2) Capital repair requirements.
 - (3) An independent inspection and reporting by a professional consulting firm for each Parking Facility.
- ii) The CAMP shall provide a general summary of the condition of the Parking Facilities, as well as, the implementation of strategies to preserve the Parking Facilities. These strategies must be in compliance with the minimum requirements detailed in the Operations Manual.
- iii) The Concessionaire, subject to the University's approval (not to be unreasonably withheld or delayed), shall hire an independent consulting firm of qualified engineers (the "Project Manager") to produce or oversee the production of the CAMP. The Project Manager must develop an annual inspection schedule for the Parking Facilities' structural, electrical, architectural and mechanical elements. The Concessionaire shall provide the Project Manager with access to each Parking Facility's general plan and drawings prior to the onsite inspections. The Project Manager must review the site plans prior to the onsite inspections. The Concessionaire and/or the Project Manager must have all required Permits, insurance and access requirements to perform site inspections. The Project Manager must supply the following:
- (1) An annual CAMP which outlines a general summary of the annual requirements and Capital Improvements required for the next 10 years.
 - (2) A long-term CAMP which provides a general summary of the requirements and Capital Improvements necessary at 10 year increments for the remaining Concession Agreement term.
 - (3) A condition assessment report which provides any changes in conditions of the Parking Facilities that were noted during that particular year.
 - (4) The Concessionaire must supply an electronic copy of the annual CAMP, the long-term CAMP and a condition assessment reports to the University within 30 days of provision to the Concessionaire.
 - (5) The Concessionaire is required to make all the repairs and replacements in accordance with the University's Building Design Standards that are detailed in the annual CAMP report according to the CAMP report's schedule of repair and replacements in each Parking Facility. These repairs require pre-authorization and completion approval by the University (such approval not to be unreasonably withheld or delayed).

22) Signage

- a) The Concessionaire shall adequately maintain, repair and replace in-kind informational, warning, guide and directional signage as necessary. It is also the Concessionaire's responsibility to update signs that tell customers where and how to park and how to pay for Parking Spaces and replace the signs in kind as needed. All signage should be regularly inspected and any damaged, unclean, illegible, obscured, or missing signage should be immediately reported and repaired. Parking Signage and wayfinding signage outside of the Parking Facilities and within the Parking Facility boundaries shall be the responsibility of the Concessionaire and shall be subject to the University's sign criteria and standards. All signage must comply with the University's sign standards as current at the time. Banners, special signs, and other items cannot be displayed from Parking Garages without the University's written permission.
- b) General Signage Maintenance
 - i) If signage is illegible (e.g. obscured with graffiti, torn, etc.), unstable or obstructed then corrections, repairs or replacements must be made no more than 30 days after it has been identified as illegible or not visible from 30 feet away unless otherwise specified by the University.
 - ii) If a repair or replacement cannot occur within the same day, the Concessionaire must furnish and install a temporary solution subject to University approval.
 - iii) Concessionaire must not remove a sign unless its replacement is available for immediate re-installation.
- c) Hazardous Area Signage
 - i) The Concessionaire shall supply, install and utilize new and well-kept signs to delineate hazardous areas, which must be clearly legible within a safe reaction and stopping distance.

23) Electrical Systems

The Concessionaire shall ensure that proper lighting levels are provided in all areas of the Parking System.

- a) Light Fixtures
 - i) The Concessionaire is responsible for maintaining all the light fixtures at the Parking Facilities in good working condition.
 - ii) A light fixture or cover will require cleaning, repair or replacement when it no longer provides sufficient light for the user to drive or walk safely in

the relevant area of the Parking System – such corrective action must occur within the same day its need is identified.

- iii) The Concessionaire is responsible for monitoring light fixtures by conducting, at a minimum, 1 post-twilight visit to each of the Parking Facilities each month and repairing or replacing of light fixtures and bulbs in between monthly checks as required.
 - iv) Maximum response time for repair or replacement of light fixtures (including bulbs) is 72 hours and temporary functioning lights shall be promptly provided if the unlit areas are deemed unsafe.
 - v) Concessionaire shall reset light timers as needed.
- b) The Concessionaire shall, at a minimum, provide light levels equivalent to those defined in APTA’s Security Lighting for Transit Passenger Facilities guidance (SS-SIS-RP-001-10) at Parking Facilities. The levels relevant for transit Parking Facilities appear in Table 1.

Table 1 Required Illumination Levels

Area	Avg. Foot-Candle Illumination Level		Min. Foot-Candle Illumination Level	
	Maintained	Initial	Maintained	Initial
Open lots	3	4	1 Horizontal 0.5 Vertical	1.4 Horizontal 0.7 Vertical
Parking Garage	6	9	1.5 Horizontal 0.8 Vertical	2.2 Horizontal 1.2 Vertical

Source: APTA (SS-SIS-RP-001-10)

- i) The minimum light levels shall apply at all Parking Facilities, with the respective standards applied to open Parking Lots and Parking Garages. Illumination levels shall be certified after modifications to the lighting system at any Parking Facility are completed.
- ii) After verification of illumination levels has been completed at a Parking Facility, there is no general requirement to resubmit certification unless the lighting system at a Parking Facility is modified. The University retains the right to require recertification of the standard at a specific Parking Facility on request to the Concessionaire and within 30 days of the request.

24) Electrical Equipment

- a) Any electrical equipment (generators, distribution panels, conduits, etc.) must be inspected annually by a reputable electrical firm subject to University approval and on-going maintenance and minor repairs shall be conducted by the Concessionaire as prescribed by inspection reports or manufacturer’s

instructions throughout the year as necessary. Outlets and any back-up power supply should also be tested regularly to ensure proper functioning and reliability.

25) Maintenance of Deck Structures

- a) The floor slabs (decks) are subjected to the most severe loads and damage from wear and tear and exposure to the elements. Particular attention should be paid to floor slabs at entrance and exit lanes, drive lanes, and turn aisles are subject to the most extreme conditions. At minimum, the following maintenance criteria should be met:
 - i) Any potential tripping hazards noted in the floor slab should be eliminated immediately wherever feasible or sectioned off until such repairs can be made.
 - ii) The structural system should be regularly inspected for deterioration due to weather, wear, vehicular damage, and any other deterioration mechanisms. Inspections by a qualified engineer should occur annually or more often if specific conditions that require more frequent inspections are noted in engineering reports
 - iii) At a minimum, inspection reports shall include photos of the deck structure(s) inspected in addition to photos highlighting any deterioration or unsafe conditions, a complete condition assessment of the structure's condition and its surrounding components, changes in conditions noted from the previous inspection report and the recommended repairs to address any deterioration or unsafe conditions.
 - iv) Concrete and steel deterioration such as surface deterioration to the slabs, water leakage damage, cracks or corrosion of exposed steel should be identified and assessed during inspections. Corrective measures should be taken as soon as possible.
 - v) Any loose concrete detected shall be immediately removed and the area shall be repaired according to engineering standards and/or appropriate American Concrete Institute (ACI) guidelines.
 - vi) Damages or defects on the parking surface areas shall be immediately repaired (weather permitting) with a permanent repair provided within 90 days.
 - vii) Maintenance and repair of all expansion joints and appurtenances, if applicable, shall be conducted immediately if they present a hazard or interfere with parking, otherwise not more than 90 days after identification of the problem.

- viii) Any pavement cracks should be identified during periodic inspections and assessed by a qualified engineer for structural implications. Prior to repair, the underlying cause of the crack shall be determined and eliminated or minimized as appropriate. Whether a crack is active (changing size with time) or passive (remains constant) needs to be determined and corresponding corrective measures should be taken as soon as possible.
 - ix) Broken seals and waterproofing membranes shall be repaired or replaced within 90 days as indicated in the structural inspection report.
 - x) Waterproofing membranes shall be reapplied every 10 years or sooner as conditions warrant.
- b) Monitoring of the state of repair of the deck structures should be done by visual inspection on a daily basis by Concessionaire staff, with unsafe or deteriorated conditions reported and addressed. Reporting on these items, including time from identification of problem until implementation of successful remedy, should be provided to the University by the Concessionaire's staff on a quarterly basis.

26) Maintenance of Paved Surfaces

The Concessionaire is responsible for routine and preventative maintenance and rehabilitation of the asphalt surfaces of the Parking Lots. These include but are not limited to the following maintenance activities:

- a) Asphalt Patching/Repair
 - i) Potholes present a tripping hazard and shall be repaired immediately (weather permitting). Temporary repairs may be used with permanent repairs to be provided within 30 days. All temporary pothole repairs must be monitored and failed areas retreated until the permanent work can be completed. Additionally, potholes indicate the presence of unsealed cracks. The Concessionaire shall be proactive in sealing additional cracks.
- b) Crack Repair / Sealing
 - i) Cracks are the primary mode of pavement deterioration, including those in foundation walls, and sealing them is the first step to improving the state of repair of the pavement and extending its life. The Concessionaire shall employ adequate crack identification and repair procedures.
 - ii) Effectively sealing cracks may prevent additional damages due to compressive overstress and can significantly extend the life of the pavements and is mandated throughout the duration of the Term.

- iii) Cracks should be cleaned and sealed as soon as possible, with a permanent repair provided within 90 days.
 - iv) Adequate pavement maintenance shall be implemented to help prevent minimal hairline cracks from becoming problematic block or alligator cracking.
- c) Concrete Maintenance
- i) Damaged or loose concrete in any of the Parking Facilities, including in foundation walls, shall be removed and repaired immediately to ensure that hazardous conditions are not present to users and to stop further damage to the concrete component.
 - ii) A temporary repair may be used in the case of immediate need depending on material availability/deficiency location and a permanent repair shall be implemented within 90 days.
 - iii) Pervious concrete shall be vacuumed twice a year and maintained according to approved industry standards. Currently, there is 1 pervious concrete lot located between Hunter Ave. and Highland Ave. along 10th Ave.
- d) Sealcoating
- i) Sealcoating of asphalt pavement surfaces is required in order to protect them from damage and deterioration due to gasoline, oil, salt, water, and ultraviolet rays and extend the life of the pavement life.
 - ii) Sealcoating shall be applied per manufacturer's instructions and at manufacturer's recommended intervals, with cracks greater than ¼ inch in width filled prior to sealcoating. Chip sealing shall be prohibited.
- e) Drainage Structure Cleaning and Adjustment
- i) All drainage structures shall be kept free of debris and shall be cleaned on an annual basis, or more frequently if dirt or debris is causing pooling of water in drainage structures.
 - ii) When excessive pooling in drainage structures occurs, cleaning to remedy the problem shall be undertaken within 30 days.
 - iii) To ensure proper pitch for drainage, catch basins may need to be adjusted. Catch basin adjustments shall be assessed and implemented if the surface is repaved or repaired or if there is a change of elevation to the top of pavement.

- iv) When a catch basin adjustment is required, the Concessionaire shall begin and finish the work within 90 days of identification of the problem, weather permitting.
- v) Piping that falls within the defined boundary of the Parking Facility and serves the Parking Facility is the responsibility of the Concessionaire to maintain.
- f) Inspection/Condition Assessment
 - i) A condition assessment of the pavement surfaces and surrounding components (such as curbs, concrete parking bumpers etc.) at each Parking Facility shall be conducted by a qualified engineer at least every 4 years or as conditions warrant. The assessments shall comply with ASTM D6433 “Standard practice for roads and parking lots pavement condition index surveys.”
 - g) The condition/inspection report shall be sent to the University within 30 days of the inspection and at a minimum shall include photos of the Parking Facility inspected, photos highlighting any deteriorations or unsafe conditions, a complete condition assessment of the pavement surfaces and the surrounding components, changes in conditions noted from previous condition/inspection reports and recommended repairs to address any deteriorations or unsafe conditions. In the event a storm detention vault or tank exists on the lot, its top surface may or may not be protected with either an exposed or buried waterproofing membrane system. The existence of any such membranes must be verified and a qualified engineer, , consulted on how to best protect and monitor the service condition of the membrane. The establishment of deterioration mechanisms in vault or tank slabs can have significant cost implications must they need to be repaired in future years.

27) Maintenance of Gravel Surfaces

The Concessionaire is responsible for routine and preventative maintenance and rehabilitation of the gravel Parking Lot surfaces. These include but are not limited to the following maintenance activities:

- a) Gravel Surface Maintenance and Repair
 - i) The Concessionaire shall be proactive in undertaking maintenance activities on gravel surface lots.
 - ii) Gravel surfaces shall be visually inspected for uniformity and adequate drainage on a weekly basis at a minimum by Concessionaire staff.
 - iii) Any potholes and non-level surfaces may indicate soft subgrade or inadequate drainage. Specific repairs shall be required to remedy any potholes or non-level surfaces as identified.

- b) Gravel Surface Maintenance
 - i) Routine gravel maintenance shall be undertaken where gravel has become thin or displaced by traffic, by winter plowing operations, or by erosion. The Concessionaire shall renew surface areas by adding gravel as needed either by “spot graveling” or by re-graveling entire sections of the lot within 30 days of identification of an area uncovered by gravel. Gravel shall be of high quality, consisting of coarse and medium washed stones of 1”-2” diameter, sand, and fine-sized particles, graded to existing specifications.
- c) Grading and Base Preparation
 - i) The Concessionaire shall re-grade parking areas as required to ensure positive drainage and to prevent ponding. Where drainage problems or ponding are identified, the remedy shall be applied within 30 days of identification of problem, weather permitting.
 - ii) Where settling is measurable or observable, the Concessionaire shall remove and stockpile gravel surfaces, add backfill material, compact, and replace gravel surface treatment. The final result shall be to restore the appearance, quality, and condition of finished surface to match existing adjacent gravel surfaces. This process is likely to be required after the end of snow season every year.
- d) Drainage Structures and Vegetated Buffers
 - i) All drainage structures are to be cleaned on an annual basis, or more frequently if dirt or debris is causing pooling of water in drainage structures. When pooling in drainage structures occurs, cleaning to remedy the problem shall be undertaken within 30 days.
- e) Dust Control
 - i) If dust in the air becomes problematic or hazardous, treat gravel surfaces with a dust-control treatment to minimize the amount of dust in the air.
- f) Parking Delineation
 - i) Parking delineation measures (including railing, signs, etc) should be regularly inspected and any damaged, illegible, obscured, broken or missing delineation measure shall be repaired or replaced no more than 30 days after it has been identified as illegible or not functioning as intended.

28) Maintenance of Other Structural Elements

- a) Isolated Concrete Cracks

- i) The Concessionaire is responsible for the repair of any miscellaneous concrete items such as walkways, walls, concrete decks, etc. due to chipping, cracking or spalling.
 - ii) Concrete parking bumpers may become damaged, crumble, and cause hazards and shall be immediately cleared away and replaced as necessary.
 - iii) All loose concrete pieces shall be removed or temporarily placed where they are not a hazard to the users.
- b) Masonry
- i) Any structures constructed from masonry, granite or stone should also be periodically maintained by the Concessionaire.
 - ii) Isolated masonry repair might be necessary for certain building structures such as spot tuck pointing, damaged masonry unit replacement, resetting cap stone, etc.
 - iii) Deterioration or damage must be assessed by a qualified engineer during annual inspections and corrective action must be taken according to the report's recommendations.
- c) Walkways
- i) The Concessionaire shall maintain all walkways, stairways and landscaped areas within the bounds of the Parking Facilities.
 - ii) Maintenance shall include (but not limited to) any activity necessary to keep the walkways, stairways and landscapes area free of trip hazards.
 - iii) Any potential tripping hazards noted in the floor slab should be addressed immediately in order to ensure the safety of users.
 - iv) All other deficiencies in walkways shall be repaired within 1 day.

29) Snow/Ice Control

- a) General Snow Removal
- i) The Concessionaire shall monitor weather conditions as they develop and respond within a commercially reasonable timeframe to any snow fall. Concessionaire shall participate in University snow mitigation planning and day-of decision making process. Concessionaire staff is responsible for the expeditious clearing of snow and ice from all areas of the Parking Facilities, including all entrances, driveways, curbs, curb cuts, steps, ramps, walkways, and on top of and around revenue control equipment areas. The Concessionaire shall be permitted to deposit snow and ice in

areas of the Parking Facilities provided that sufficient Parking Spaces are provided to accommodate parking demand and the snow and ice does not block or inhibit the access routes to Parking Spaces that remain available.

- (1) The Medical Center will always be the first priority for clearing Parking Facilities. The patients, visitors and employees begin arrival to the campus by 5:30 AM. The Medical Center Parking Facilities must be cleared to accommodate these parking patrons. There may be additional priority areas as dictated by the circumstances at the time.
- (2) In connection with moderate overnight and early morning snowfalls, the Concessionaire shall ensure that its Parking Facilities are free of snow and ice no later than 7:00 am. For significant snowfalls, the Concessionaire shall endeavor to have the Parking Facilities clear of snow and ice in a commercially reasonable manner and shall continue plowing until clear.
- (3) Some of the less utilized Parking Lots can be plowed between 6AM and 8PM. If snow continued to fall after a Parking Lot was plowed, it must be plowed again within a commercially reasonable timeframe.
- (4) In connection with daytime snowfalls, the Concessionaire shall keep Parking Facilities free of snow and ice in a proactive manner that allows for unimpeded traffic flow throughout the Parking Facility.
- (5) Pre-salting and sanding shall be done as a proactive activity before snowfalls and separate from snow clearing.
- (6) The Concessionaire shall apply de-icing compound concurrent with the clearing of snow. The de-icing compound shall be of an adequate composition to remove harmful amounts of ice while not causing undue harm to the Parking Facility.
- (7) The Concessionaire shall perform spot clearing of snow and drifts, or the removal of ice patches, concurrent with the spot application of a de-icing compound as needed.
- (8) Ice and snow should be disposed in a manner approved by the University, which best accommodates the general public, ensures the continual availability of sufficient Parking Spaces to accommodate demand and pedestrian walkways, safe vehicular traffic and to avoid risk of injuries to persons or damage to property during and following inclement winter weather.
- (9) The snow and ice control plan shall be provided in the Operations Plan and updated annually when the Operations Plan is revised. The snow and ice control plan shall be subject to approval by the University based upon

its ability to achieve the outcomes specified in these performance standards.

- b) Stockpiling of Snow/Ice Control Chemicals
 - i) The Concessionaire shall prevent any pollution or contamination of local waters by toxins or chemicals.
 - ii) The Concessionaire shall ensure that all chemicals, solvents, deicing materials are stored in compliance with the National Pollutant Discharge Elimination System (NPDES) standards.
 - iii) The Concessionaire is responsible for the removal of the de-icing compound from all Parking Facilities.
- c) Rooftop Snow Removal
 - i) All Parking Garages are to be plowed with snow blades with a rubber edge to prevent damage to the waterproofing membrane.
 - ii) To keep users safe from falling snow or ice, maintenance staff shall monitor and remove snow as necessary from any roof structures.
 - iii) Detailed procedures for snow removal on the upper level of structured Parking Facilities are to be provided in the snow removal plan.
- d) Monitoring
 - i) Snow/Ice maintenance shall be monitored on an hourly basis during snowfalls and on a daily basis after snowfall in order to ensure safety and proper cleanliness as stipulated in this operating standard.

30) Landscaping

- a) Landscaping on Parking Facilities shall be provided bi-weekly between April 1 and November 15 of each year or otherwise as needed to maintain landscaping consistent with the University's general landscaping.
- i) The Concessionaire shall prune vegetation and cut grass as required and in order to ensure that vegetation/grass does not protrude into Parking Spaces, pathways or walkways. The Concessionaire shall also perform the following:
 - i) Clean up and dispose of all cuttings, loose vegetation, and all other garbage and debris;
 - ii) Remove all undesirable vegetation and treat the areas of growth, including cracks in stairs and pavements;

- iii) Treat all resulting and existing stumps and undesirable vegetation with herbicide as required;
 - iv) Fertilize all trees and shrubs as required; and
 - v) Replenish mulch as required.
- b) In instances where grass, shrubs, trees or other vegetation subject to the Concessionaire's care dies, the Concessionaire shall replace the dead vegetation with plants of a similar type subject to the University's pre-approval, unless the University gives prior permission to the Concessionaire to make a landscaping change.
 - c) For avoidance of doubt, the Concessionaire shall be responsible for landscaping all areas within the boundaries of Parking Facilities..

31) Mechanical Systems

- a) Mechanical Systems generally are only featured as part of Parking Garages, and as such this section of the Operating Standards applies only to Parking Garages.
- b) The Heating, Ventilating, and Air-Conditioning (HVAC) systems shall be properly inspected, tested, cleaned, maintained, serviced, and components shall be replaced prior to failure, to ensure that the system in place functions with reliability. These activities shall be performed in compliance with manufacturer specifications and guidelines and all local, state and federal regulations. Inspection, cleaning and maintenance schedule prepared by the Concessionaire shall take into account any recommendations by the unit's manufacturer and any relevant environmental conditions.
- c) All failed, damaged, or defective components must be repaired or replaced with new components in accordance with the manufacturer's instructions, OSHA, OSU Building Design Standards, and state requirements. Qualified staff or certified technicians, as appropriate, shall perform all temporary or permanent repairs of all systems.
- d) All systems should be visually inspected during the daily walkthrough and more fully inspected once a week to ensure cleanliness and functionality. System components will require cleaning or lubrication once as specified by manufacturer's specifications.
- e) Any damage or issue requiring corrective action in relation to any component of the HVAC system must be addressed within 24 hours. At minimum, the Concessionaire must immediately initiate temporary repairs to all damaged or deficient HVAC components in order to provide uninterrupted service and prevent further outages.

- f) Fire Protection and Alarm System
- i) In order to provide for the safety of parking users, maintenance, and operating staff, the fire and protection and alarm systems where in existence at closing shall be maintained by the Concessionaire. These systems located throughout the Parking Garages include but are not limited to; fire sprinkler systems, fire pumps, dry pipe valves and access, fire protection piping, smoke and heat detectors and notification strobes and horns, fire alarm control panel with detection and notification devices and an annunciator panel. These alarm systems have the ability to immediately notify the fire department and occupants upon detection of fire.
 - ii) The Concessionaire must complete the required maintenance, replacement or repair work to restore the functionality or operation of a deficient fire and protection and alarm system or component within 4 hour of its detection for service/temporary repairs and within 24 hours for permanent repairs.
 - iii) Any deficiency to fire pumps shall be addressed within the first 24 hours of detection, full replacement if needed within 72 hours.
 - iv) Dry pipe valve deficiencies shall be addressed within 24 hours of detection.
 - v) Minor leaks and major leaks in the fire protection piping shall be addressed within 24 hours.
 - vi) Sprinkler heads leaks shall be addressed within 12 hours (full replacement within 24 hours).
 - vii) Visual inspection of the fire and protection and alarm systems shall occur weekly with full inspections once per month or per local state regulations if more frequent, except for pipes which may be inspected once a year. These inspections shall be conducted by The Ohio State University Department of Public Safety and will be billed at a rate of \$150 per Parking Garage, per month, subject to reasonable increase by the Department of Public Safety. A monthly report will be generated and provided to the Concessionaire. Any critical deficiencies shall be reported to the Concessionaire immediately.
 - viii) Full inventory of the fire and protection and alarm systems shall be completed annually. This standard does not supersede any requirement for inspections to obtain permits or comply with Laws, which shall apply in addition to this standard.
 - ix) Annual testing of the fire alarm systems shall be the responsibility of the Concessionaire. A company, employing state certified individuals, shall be

contracted to conduct the annual alarm testing. These tests shall be coordinated, in advance, with the OSU Department of Public Safety. All reports shall be shared with OSU Department of Public Safety.

- x) Annual inspection and certification of fire extinguishers shall be the responsibility of the Concessionaire. A company, certified by the State of Ohio, shall be contracted to conduct the annual fire extinguisher inspection and certification. All reports shall be shared with OSU Department of Public Safety.
- xi) Annual draining of the dry system auxiliary drains shall be the responsibility of the Concessionaire. A company, certified by the State of Ohio, shall be contracted to conduct the annual draining of the dry system auxiliary drains. These services shall be coordinated, in advance, with the OSU Department of Public Safety. All reports shall be shared with OSU Department of Public Safety.
- g) The Concessionaire shall certify to the University on a quarterly basis that each Parking Facility (whether a structured Parking Facility or otherwise) complies with applicable Laws, codes, OSU Building Design Standards, and regulations in relation to fire prevention, detection and provision of fire fighting equipment.
- h) Carbon Monoxide Alarms
 - i) Excessive carbon monoxide in the Parking Garages may result in a hazardous condition and may require a shutdown of the operations. It is important that the Concessionaire maintain carbon monoxide alarms within the Parking Garages as required by Law.
 - ii) Alarms shall be inspected with the same frequency as the fire and protection and alarm systems.
- i) Elevators
 - i) All elevators at the Parking Garages shall be maintained in safe and operable condition at all times, with an allowance made for the time needed to conduct necessary maintenance.
 - ii) Maintenance activities shall be scheduled to retain at least 1 operable elevator at each Parking Garage wherever practicable.
 - iii) The Concessionaire shall ensure that all inspections required to obtain applicable permits or comply with applicable Law are undertaken on a sufficiently regular basis to satisfy such Law.

- iv) The inspection, cleaning and maintenance schedule prepared by the Concessionaire shall take into account any recommendations by the unit's manufacturer and any relevant local conditions.
 - v) Elevators shall be visually inspected daily to determine operability.
 - vi) Inoperable elevators shall be repaired within 24 hours where practical.
 - vii) The Concessionaire shall contract with the manufacturer or reputable servicing company to maintain the elevators and make repairs as required.
 - viii) As a part of a Parking Garage that easily accumulates dirt, elevators and escalators shall be cleaned on a daily basis at a minimum, including the cleaning of elevator doors, floors and walls.
- j) Other Plumbing Systems
- i) Plumbing leaks (un-related to the fire and protection and alarm systems) within the Parking Garage shall be addressed as quickly as possible to ensure that equipment and Parking Garage areas function are intended and to provide a safe and pleasant environment to users and staff.
 - ii) Minor leaks should be remedied within 12 hours of identification and major breaks requiring additional equipment or services shall be remedied within 24 hours.
- k) Monitoring of these maintenance items should be done by visual inspection on a daily basis by Concessionaire staff. Copies of any permits required for the various mechanical systems shall be provided to the University.

32) Reporting – Objective, Frequency and Content

The objective of structured reporting is to guide the Concessionaire in documenting and demonstrating the performance of practices and actions taken to preserve the Parking System in a good state of repair without deferred maintenance and provide customer services to the required levels.

- a) Metrics and Data Requirements
 - i) A section of the Operations Plan shall be dedicated to document the procedures implemented by the Concessionaire to ensure that the University receives information pertaining to the Parking System in a succinct and timely manner. Understanding the University uses fact-based decision-making based upon historical statistics, the Concessionaire shall collect and report data as noted and transfer this information to the University on a quarterly basis. The format of the data will be determined by the University.

- ii) The University may request special data collection to facilitate University planning efforts and business needs. In these instances, the Concessionaire must provide its best and reasonable effort to deliver the data requested within 24 hours or within the time specified and agreed upon by the University.
- iii) Key Process Measures (“KPM”) are identified for all services provided. The Concessionaire must implement and report outcomes of KPM’s on a quarterly basis.
- iv) The quarterly report is due on the 25th day of the month immediately following the subject quarter, and shall show, by each Parking Facility, the Concessionaire’s inspections of the Parking Facilities, particularly noting the remedies that the Concessionaire has made for problems.
- v) At minimum, the quarterly report shall contain the following information for all performance standards:
 - i) Findings of all visual and hands-on inspections;
 - ii) Summary of all maintenance and preventative activities performed in the quarter, including their frequency, location, response times, staff information and follow-up activities;
 - iii) Summary of any sub-contracted work and the scope of such work;
 - iv) Additional comments pertaining to any maintenance work; and
 - v) All scheduled reporting required under the Concession Agreement and Operating Standards.
- vi) Where a performance standard requires more or less frequent reporting than once per quarter, these standards shall also apply to those reports.
- vii) A record database of each of the Parking Facility’s systems and components should be created and maintained for each Parking Facility in a format that will be easily transferred from the Concessionaire to the University at the end of the Term. The database should include: a comprehensive list of Parking Facility components, warranty and maintenance information, and records of previous repairs / replacements / upgrades. The purpose of the database is to:
 - A) Track inventory with a record of the Parking Facility systems and components;

- B) Detail preventative maintenance necessary to minimize breakdowns and maximize service life;
 - C) Provide copies of warranties to ensure work to components under warranty; and
 - D) Track all work, inspections and preventative and corrective maintenance performed in the Parking Facilities during the life of the Concession Agreement.
- viii) Records shall be maintained by the Concessionaire for the period required by the Concession Agreement but for no less than a period of 7 years.
- b) Incident and Accident Reporting: The Concessionaire shall develop an Incident and Accident protocol, subject to review by the OSU Department of Public Safety, which must include the following components:
- i) All accidents resulting in personal injury or damage must be reported to the OSU Insurance Administration Office within 8 hours of the Concessionaire's awareness of the incident. The initial report may be by telephone, but the Concessionaire shall submit a written report within 2 Business Days of the incident.
 - ii) Criminal acts shall be immediately reported to the University Police Department.
 - iii) Abandoned vehicles shall be cited, but, before removal, every attempt to identify the owner shall be made before the car is impounded.

33) Communication Equipment

- a) The Concessionaire shall supply its own communications system and shall execute a user agreement with the OSU Department of Public Safety that, at a minimum, requires the Concessionaire to:
- i) Provide a plan that contains the type of equipment to be used, use of equipment, frequency range, size of system, maintenance plans, and any requests to install hardware;
 - ii) State that its use of the radio system is part of its provision of substantial assistance to public safety and the University;
 - iii) Pay a monthly subscriber fee based on the number of radios used by the Concessionaire at a range of \$20-\$30 a radio, subject to reasonable increases by OSU Department of Public Safety;

- iv) Be responsible for repair, purchase, and replacement of radios used as part of the communications system;
 - v) Receive pre-approval by the OSU Department of Public Safety for new radios to be used by the Concessionaire; and
 - vi) Meet the minimum standards set by the Federal Communications Commission and the OSU Department of Public Safety
- b) The Concessionaire shall provide the OSU Department of Public Safety with the equipment necessary to allow system interoperability in case of an emergency.

34) Public Safety Responsibilities

- a) The Concessionaire must comply and cooperate with all police investigations, including those that may involve University and/or the Concessionaire's employees.
- b) In the event of a weather or public safety emergency, the Concessionaire shall cooperate and comply with all OSU Department of Public Safety requests.
- c) The Concessionaire must continue to provide Parking Spaces and enforce these Parking Spaces in the Parking Facilities for the OSU Department of Public Safety. In the event that the OSU Department of Public Safety is relocated, the Concessionaire will provide the same number of Parking Spaces in the immediate vicinity of the new Parking Facility.
- d) Parking Garage clickers/swipe cards and access to all Parking Facilities and Parking Spaces must be provided free of charge to all OSU Department of Public Safety departmental vehicles including police cruisers, SRT vehicles, fire equipment and unmarked police cars while conducting official police business.
- e) The Concessionaire must provide at least 7 Police "Visitor" Parking Spaces on the north side of Blankenship Hall for walk-in reports and victims of crimes. These Parking Spaces will be free of charge to both OSU Department of Public Safety and the client utilizing the Parking Space.
- f) The Concessionaire must provide at least 6 Parking Spaces for police cruiser Parking free of charge on the east side of Blankenship Hall with pavement markings and signs.
- g) The 4 dock Parking Spaces south of Blankenship Hall shall be maintained for "Police Parking Only" for prisoner transport and vehicle maintenance.

- h) The current 26 Parking Spaces in the Blankenship Hall lot that are reserved for all public safety, SRT, visiting public safety, unmarked, and other police vehicles, including those of outside agencies shall be maintained.
- i) The University Police will be responsible for enforcing all traffic laws on all University property.
- j) The Concessionaire must contact the University Police in the event of theft or unlawful duplication of all Permits. The University Police will investigate all of these claims.
- k) The Concessionaire may install cameras for commercial purposes at the exits and entrances of the Parking Facilities. If the Concessionaire wishes to install cameras elsewhere, the Concessionaire shall only do so after receiving the approval of OSU Department of Public Safety (such approval not to be unreasonably withheld). The OSU Department of Public Safety retains the right to determine the type of camera, placement, and other such camera attributes of cameras not installed for commercial purposes. The OSU Department of Public Safety will have 24/7 access to all cameras for any investigations or safety needs.
- l) The Concessionaire shall maintain and repair all cameras currently located in the Parking Facilities in coordination with the OSU Department of Public Safety
- m) The University is responsible for the installation, maintenance, repair, and removal of the Blue Light System, and such installation, maintenance, repair, and removal shall be done at the University's expense, except that the installation of a Blue Light System in a new Parking Facility shall be considered part of the construction costs.
- n) The University Police will be responsible for all traffic crash reports on all University owned or leased property, including Parking Lots.
- o) The University Police will be responsible for taking personal injury reports such as falls, slips, trips, etc. Any reports of personal injury should be forwarded directly to the OSU Department of Public Safety, and the Concessionaire must provide a timeline for resolution of the hazard.
- p) The University Police must have unrestricted access to information needed to investigate crimes, including those in which employees of the Concessionaire may be involved. The Concessionaire is expected to cooperate with any ongoing investigations.
- q) The Concessionaire must provide the OSU Department of Public Safety the Permit owner database for after- hour and home contact information.

- r) All surveillance video, swipe card information, or other relevant information will be able to be viewed, queried, and recorded by the OSU Department of Public Safety so as to aid in criminal investigations and for the general public safety. This information should be available immediately for routine patrol and upon request for criminal investigations. If any other security measures are added by the Concessionaire, the OSU Department of Public Safety must be consulted and approve of all changes.
- s) The Concessionaire will be held accountable for reporting criminal activity which may not be formally reported to University Police as required for “campus safety officials” under the Department of Education, CLERY Act (“CLERY Act”). For example, if a student notifies the Concessionaire of a theft occurring in a Parking Facility, unless the Concessionaire is aware that the student has already reported such crime to University Police, the Concessionaire is required to notify University Police of this crime. Current Parking System staff are currently considered “campus safety officials” for CLERY Act reporting purposes and this classification will continue with all employees of the Concessionaire.

35) Sustainability

- a) Partnering with University departments, the Concessionaire will continue to provide access to the parking resources to enable experiments in technology, allow data collection and provide a real-life campus laboratory. The Concessionaire shall continue or expand upon currently existing efforts, including Limelight™, solar power for Multi-space Metering Devices, the Hertz car sharing program, bicycle air pumps, parking spaces for low-emission, fuel-efficient vehicles, vanpool benefits, and a carpool program.
- b) The Concessionaire shall accommodate requirements to maintain the Parking Facilities in compliance with LEED, as directed by the University. Such accommodation shall be a Compensation Event.
- c) The Concessionaire shall dispose of batteries used while operating the Parking Facilities in conjunction with the University’s current battery recycling program.
- d) The Concessionaire shall furnish, install, maintain and empty cans for recycled waste in all Parking Garages. Recycled trash is to be placed in special dumpsters provided by the University. The Concessionaire must provide the University annual reports regarding this program.

APPENDIX A

REQUIRED BACKGROUND CHECK

On April 1, 2011 a policy requiring background checks for people who work at OSU/OSUMC, including temporary staff provided by the Concessionaire, went into effect. At a minimum, we require that the following checks be conducted¹:

Types of Required Checks	Purpose
Social Security Number (SSN) Trace	Used to confirm that a candidate is using a valid SSN that matches her or his name. Used to reveal any names and addresses associated with a SSN. Essential to criminal record searches.
Criminal Records (Felony and Misdemeanor County Criminal Database, State Criminal Database, National Criminal Database, Federal Criminal)	Used to help identify past instances of criminal felonies and misdemeanors. Because no centralized system exists to check all criminal databases, service providers need to check the federal, state, and county records in each place an applicant resided. The most accurate records are at the county level, where individuals are usually charged with a crime.
National Sexual Offender Registry Search	Used to determine if a candidate has been included in any sexual offender registry.

If you are not currently conducting checks at this level on your employees assigned to OSU/OSUMC, you must begin to do so immediately. In addition, **some units** may require third party vendors to use our contracted vendor, **LexisNexis**, to facilitate checks for any third party vendor employee assigned to their area (at your expense). As such, we have worked with LexisNexis to create a contractor portal by which you can enter your employees for checks through our system (in compliance with the minimum standards mentioned above). There are four packages available (note – prices may vary):

General Population (includes all checks outlined above) - \$27.92

General Population + MVR (includes all checks outlined above + an MVR check) - \$36.42

Professional Non-Clinical (includes all checks in the General Population Package + an Education Verification/Highest Degree) - \$38.17

Professional Clinical (includes all checks in the General Population Package + an Education Verification/Highest Degree + a Professional License Verification) - \$44.92

As an approved contractor, already under agreement with the university, please take moment to create your account in the contractor portal by visiting <https://contractor.lexisnexis.com/CS/osumedical> as soon as possible. Please review the attached OSU Medical Center Vendor Start Guide for more step-by-step instructions. For assistance with the LexisNexis Contractor Screening system or problems with your login or password, please contact LexisNexis Support at (866) 237-2135.

¹ Third party staffing vendors working through OHA at the Medical Center will continue to meet OHA standards, and remain subject to audit accordingly.

It is important that we mention that designated staff of OSU and/or OSUMC will be able to see all background check results on employees you intend to place here, and/or process through the OSU LexisNexis portal. We will also have the authority to either accept or deny your employees at any time. While you have an approved account in our system (by which you can enter employees for background checks), you must complete the LexisNexis credentialing process if you are interested in seeing the full background check results for your employees. If you choose to not complete this credentialing process the only result you will see for your employees is either “**compliant**” or “**non-compliant**”. Attached is a reference guide for our contractor screening, and additional information on the LexisNexis credentialing process.

We are happy to answer any questions you have about our background checks or partnership with LexisNexis. Please know that we reserve the right, at any time, to audit the background checks you are completing on employees assigned to OSU/OSUMC and require your organization to use LexisNexis if we are not comfortable with your approach.

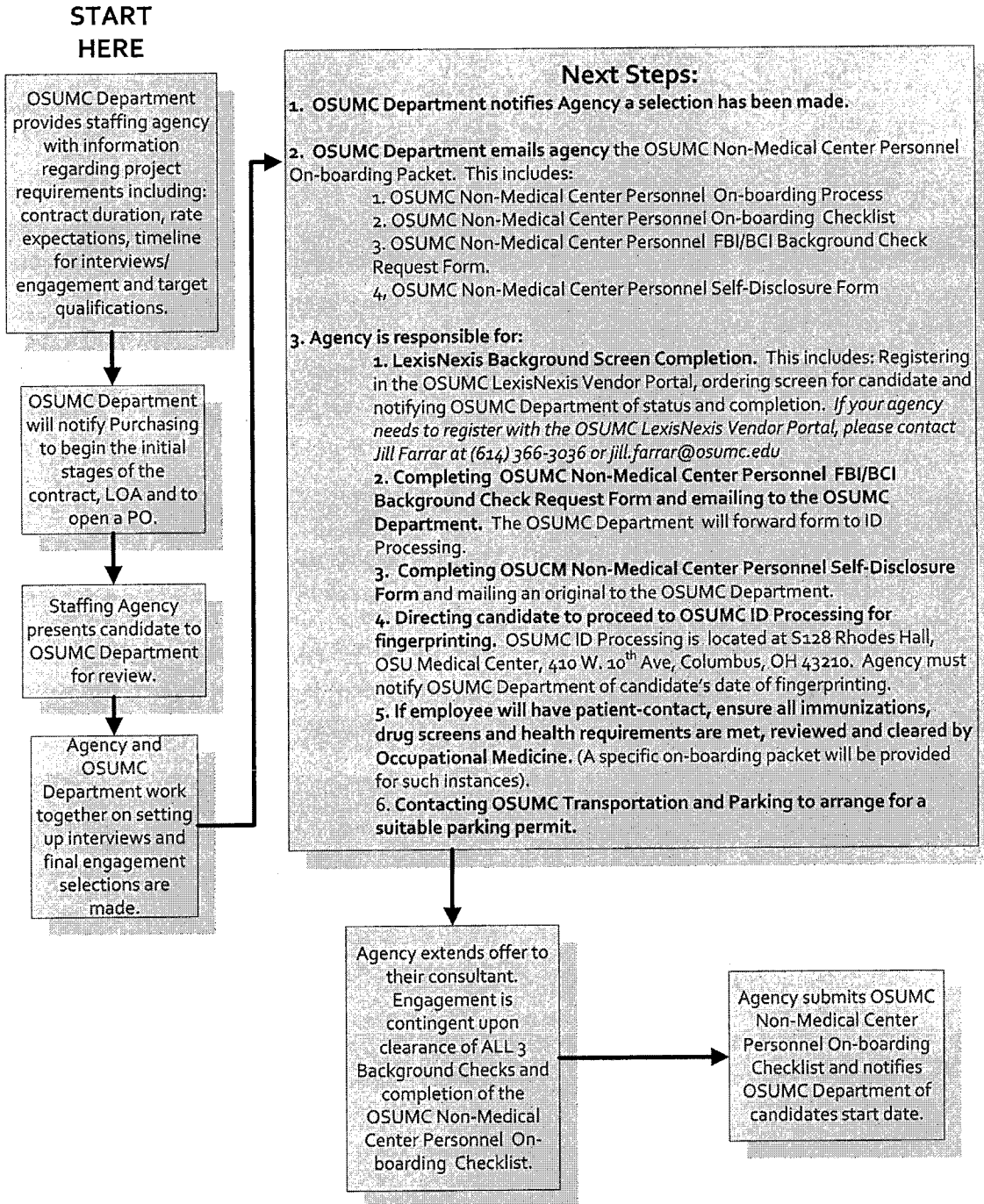
We are also pleased to inform you of another change in our on-boarding process for non-hospital personnel. This change will improve on-boarding facilitation while still meeting the standards of our Background Check and Self-Disclosure policy.

If your employee clears the initial LexisNexis screen, they will be allowed to work on campus while their FBI/BCI screens process provided completion and approval of the OSUMC Self-Disclosure form. This self-disclosure form clearly states that if anything not disclosed is revealed in these remaining screens, the Ohio State University Medical Center retains to the right to have your employee removed from the project if deemed necessary.

We have attached an updated on-boarding process for your reference.

We thank you for partnering with the Ohio State University Medical Center and look forward to our continued work with your organization.

OSUMC Non-Medical Center Personnel On-boarding Process



APPENDIX B

PARKING EXCEPTIONS

Category	Entity	Agreement	Spaces/Permits ²
Enforcement practice	Cognitive Infant Lab (in stadium)	Free parking for volunteer parents to bring babies to the stadium for a 10-15 minute test. The parents are allowed to park between the planter and the stadium to enable a quick in/out with their children.	3 or 4 per day
Enforcement Practice	"WC" Central Campus Parking Extension	"WC" permit holders may park in "C" spaces near RPAC and the East Stadium from 5:00AM - 8:00AM.	
Enforcement Practice	Veterinary Medical Center	Vehicles with an "A, B, or C" permit may parking in "A" or "B" permit parking located directly north of Tharp Street from 7pm-7am on weekdays. Any vehicle displaying a valid permit may park in the Large Animal loading zone from 6pm to 8am Monday through Thursday and Friday 6pm to Mon 8am.	
Enforcement Practice	Out of Town Student Needs	Student athletes, band members, and student group members are given special permission to park for extended periods of time (i.e. a weekend or handful of days) in a lot not normally designated for overnight storage needs while they are out-of-town for an event. A student parking permit is needed to park in "C" spaces, but overnight privileges are given.	

² Unless otherwise indicated, the number of Permits indicated in this Appendix are issued on an annual basis.

Category	Entity	Agreement	Spaces/Permits²
Enforcement Practice	Blackwell Hotel during breaks	May use surface parking for events without paying during specific quarter breaks and holidays.	
Enforcement Practice	Delivery Vehicles (i.e. Coke/FedEx/UPS)	Free parking while delivering items on campus.	
Enforcement practice	Martha Morehouse Patient and Visitor Parking	Visitor and Patient parking at the Martha Morehouse Medical Complex shall be provided free of charge	
Enforcement practice	17th Ave. Plaza Parking	The 17th Ave. Plaza by the Wexner Center for the Arts can be used for parking as necessary in support of Wexner and other events	
Permit exception	Athletic Interns	Athletic Interns are allowed to purchase a "B" permit instead of an "A" permit.	
Permit exception	Young Scholars	Non-affiliates who are staff of the Young Scholars program are permitted to purchase "B" or "C" permit depending on role.	
Permit exception	IMG	IMG is contracted by the Athletic Department for Marketing. Allowed to purchase "A" permits.	3 "A" permits
Permit exception	Volunteer Coaches and Interns for Rec. Sports and Football	Permitted to buy an "A", "B" or "C" permit.	5 "A" permits; 2 "WB" permits; 2 "WA" permits; 1 "CX" permit; 1 "BE" permit; 1 "WCE" permit; 4 "WC" permits; 5 "C" permits
Permit exception	Varsity O	Varsity O is allowed to purchase an "A" permit.	1
Permit exception	Athletics Encourager	Permitted to buy an "A" permit.	1

Category	Entity	Agreement	Spaces/Permits²
Permit exception	Athlete Permits	Any student who works out at Biggs or WHAC gets a special permit that in conjunction with a "WC" permit allows parking adjacent to WHAC and Steelwood.	
Permit exception	Sodexo	Sodexo purchases "B" permits for their temporary employees.	1 "B" permit; 17 "C" permits; 50 "TS" permits; 25 "WC" permits
Permit exception	United States Postal Service	Postal carriers are permitted to buy "A" permits.	7 "A" permits
Permit exception	Pharmacy Students	Pharmacy Residents get an "A" permit.	
Permit exception	Program 60	Program 60 non-affiliates are permitted to purchase a "WC" permit.	193 permits
Permit exception	Capital University Nursing	Capital purchases "WC" permits for the students and allows a different student each quarter to use the permit.	9 "WC" permits
Permit exception	USDA Researchers	USDA researchers are non-affiliates and are permitted to buy "B" or WA permits.	1 "A" permit; 4 "B" permits; 2 "WA" permits
Permit exception	Contractors with OSU Food Industry Center	Permitted to buy "B" permits.	Est. 3 "B" permits
Permit exception	Official parking permits, FBI, Secret Service and US Marshalls	Issued at no charge to inspectors with Dept. of Public Health; FBI; and other officials who need short term access to campus on occasion.	15 permits
Permit exception	Correction Officers	Department of Corrections purchases "B" or "CX" permits (they are non-affiliates) and distributes the permits based upon who is working in the medical center on that day.	240 "B" permits
Permit exception	Other University Students/High School Students	Students from other Universities and High Schools who are taking a class on campus area allowed to purchase a "C" or "WC" (respectively).	High School - 19 "WC"; Other Universities - 1, 071 "C"

Category	Entity	Agreement	Spaces/Permits²
Permit exception	24-hour Nursing Service	If a disabled student is in need of 24-hour nursing service, they may purchase a "DC" permit (instead of a staff disability permit) and reserved a disability parking space near the residence hall. Various nurses for a student will use this DC permit.	1
Permit exception	Adjunct Professors	Permitted to buy "A" permits.	
Permit exception	Regional Permits	Staff and faculty based at the Regional campuses, but who need access on occasional basis to Columbus campus can purchase an A or B permit for 25% of the price. This price correlates to the approximate time they actually park on the Columbus campus.	86 Regional "A" permits (no B's in FY11)
Permit exception	Affiliated Vendors (i.e. custodial contracts)	Vendors with staff on campus that are performing similar or exact duties of OSU Staff may purchase OSU staff parking permits.	37 "A" permits; 146 "B" permits; 3 "BG" permits; 1 "WA" permit; 29 "WB" permits; 6 "CX" permits; 1 "C" permit; 2 "CVA"
Permit exception	Student Government Leaders	Student leaders of USG, CGS and IPC may purchase an A permit.	Est. 6 permits
Permit exception	Residence Hall Directors	Residence Hall Directors purchase an "A" permit, and their significant other who lives with them may also purchase an "A" permit.	
Permit exception	Residence Hall Advisors	Residence Hall Advisors are allowed to purchase a "CP" permit when they are freshman and sophomores.	

Category	Entity	Agreement	Spaces/Permits²
Permit exception	First Year Experience Parking Exceptions	Exceptions are made per medical need, student job off-campus if outside the COTA bus lines, or if the student has a horse that is boarded nearby. Additional exceptions are made on a case-by-case basis with the assistance of Student Life.	62 "WC5" permits
Permit exception	Summer Conference Housing	Summer Conference Housing can purchase "TM" permits and validate the permit themselves, and then pay back for the time used. This is the only group allowed to validate "TM" permits.	1,400 TM permits
Permit exception	Residence Managers	Residence Managers have "B" permits, but have the ability to park in certain "A" spaces as their job dictates.	
Permit exception	University Departments	Allow non affiliate/appointed individuals to purchase annual parking permits for business purposes with letter from department.	
Permit exception	Chemical Abstracts	Permitted to buy a "WA" permits.	
Permits	Board of Trustees	1 free "A" parking permit to Board of Trustees members; second permit is at the cost of the BOT member.	40 permits
Permits	Media Permits	Free permit allows media personnel in surface spaces, including meters, at no charge.	320 permits
Permits	Chadwick Arboretum Volunteers	Free parking Chadwick Arboretum 250 volunteers with Arboretum pass -- usage 2-6 times per month during growing season (May thru Sept).	1,600 free visitor permits, focused around Agriculture Campus
Permits	Fire Marshalls, Health Inspectors	Free parking permits.	12 per year

Category	Entity	Agreement	Spaces/Permits²
Permits	Vanpool	Members of an OSU Vanpool are given 10 free temporary parking permits for use when they are not able to use the Vanpool.	Est. 9 riders
Permits	HSC Dean program	Select deans within the Health Sciences center may purchase a reserved space for the reserved rate (2x the "A" price) and obtain a free pass to use exclusively or share with others in the reserved space (only) for business purposes.	4 spaces (3 actual R spaces, 1 keycard for access to 12th Ave. Garage only)
Permits	Davis/Dodd	Free Independent Living Apt. Pass	1 pass
Permits	Buckeye Bargains	Free parking for Buckeye Bargain volunteers.	40 specials/yr
Special Pricing	Family Counseling in Mount Hall	Dept. specific spaces are only reserved during evening hours (M-F, 4pm - 10pm) and thus they only pay half the price for the reserved spaces.	5 spaces
Special Pricing	University Admissions Reduced Rate	University Admissions and First Year Experience shall receive vouchers to give to prospective students equal to the Prospective Student Daily Rate.	As requested
Special Pricing	Ohio Union & Medical Center	Ohio Union Lease (PARE managed) provides bank employees to purchase regular "A" permits instead of Contractor/Vendor Permits.	Average of 5 A permits
Special Pricing	Wilce Student Health Center	The cost of the reserved spaces purchased by Wilce Student Health shall be deducted by the amount of revenue collected by the equipment serving that lot.	
Special Pricing	Life Support Nurses	If a student living in a residence hall requires 24/7 care, 2 spaces for life support nurses shall be provided free of charge. The nurses shall use the student's applicable permit	

Category	Entity	Agreement	Spaces/Permits²
Special Pricing	St. Stephen's Church Parking	Church congregants receive free visitor parking in the Arps garage on Sundays and on major religious holidays	50 free single exit value cards each Sunday
Special Pricing	Hertz on Demand Car Sharing	The current Hertz on Demand parking spaces shall be provided free of charge	

APPENDIX C

MEDICAL CENTER GARAGE CLEANING SPECIFICATIONS

**Parking Garages that must be cleaned according to this schedule include*:
SafeAuto, 12th Avenue and South Cannon**

***Note: When 12th Ave Garage closes, and 9th Ave West is used for patients,
9th Ave West garage must be cleaned according to this schedule**

	Daily	Weekly	Monthly	Quarterly	Semi-Annually
PROJECTS					
ELEVATOR CLEANING:					
Dusting	X				
Wet Mop Floors	X				
Clean Elevator Doors	X				
Walls Spotting	X				
Spot Clean Ceilings	X				
Elevator door tracks	X				
Clean & Polish Stainless	X				
Scrubbing/Buffering Floors			X		
Carpet Extraction			X		
Policing/Spot Walls/Floors	2X				
ELEVATOR LOBBIES:					
Sweep Floors	X				
Wet Mop Floors	X				
Empty Waste Containers	X				
Clean Waste Containers	X				
Clean Elevator Door/Tracks		X			
Policing - Lobbies	2X				
Power Wash lobby floors				X	
SOUTH STAIRS:					
SweepMop Stairs/Landings		X			

	Daily	Weekly	Monthly	Quarterly	Semi-Annually
Spot Clean Walls		X			
Clean Ledges/Handrails		X			
Power Wash floors/walls					X
NORTH STAIRS:					
Dust Rails/Ledges		2X			
Spot Clean walls		2X			
Sweep/Mop Landings		2X			
Policing/Clean Stairs	2X				
Power Wash floors/walls				X	

SCHEDULE 3

PARKING GARAGES, PARKING LOTS AND PARKING SYSTEM ASSETS

PART I

Legend to Part 1 of Schedule 3

“Parking Garages” means the parking garages depicted on the attached survey drawings as a “Lease Area” and/or “Lease Parcel” along with the cross-hatched area depicted thereon, subject to certain exclusions contained in the Agreement. For avoidance of doubt and without limiting the generality of the foregoing, Parking Garages include, without limitation, (a) all the perimeter walls of the structure on the Lease Area and/or Lease Parcel except for any structural wall shared with property that is not a Parking Garage, which shared structural wall shall be considered Affected Property, (b) the vehicle entrance and exit driveways and aprons outside the Parking Garage walls that connect vehicles using the garage to the nearest road and (3) any exterior gated lane entrance or exit plaza. Notwithstanding the foregoing and without limitation, Parking Garages do not include any helicopter landing facilities, green houses, elevated pedestrian sky walks or bridges that connect a Parking Garage to another structure that is not another Parking Garage, or mechanical rooms and mechanical equipment that serves University property and does not solely serve a Parking Garage, which items shall be considered Affected Property. Unless otherwise set forth above, the Concessionaire shall be responsible for all maintenance, repairs, rehabilitation and replacements of the Parking Garages pursuant to the Agreement and the Operating Standards.



Ernst, Hochwart, Himmelman & Eiton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Fax: 614.775.2648
 emht.com

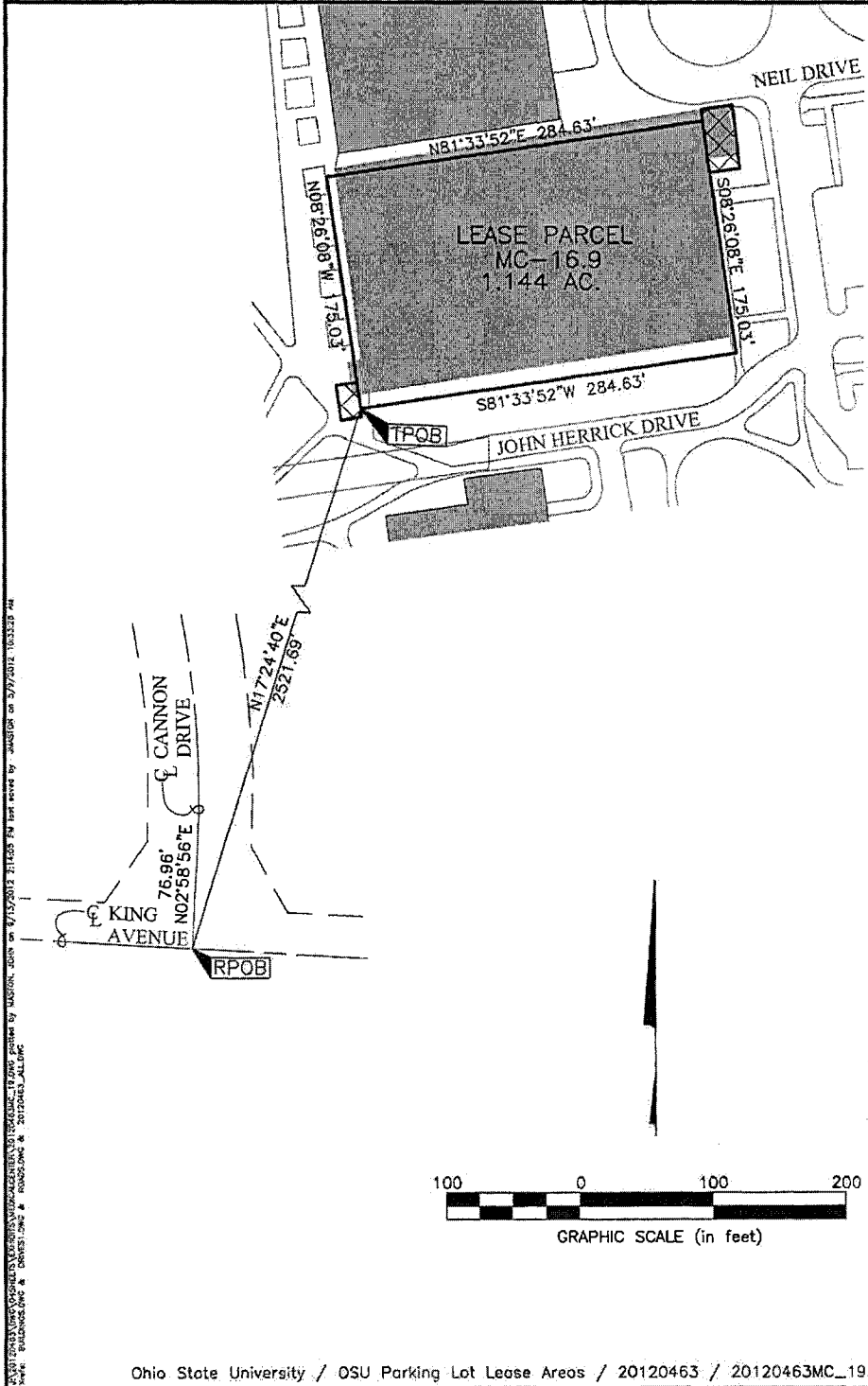
LEASE PARCEL MC-16.9 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Job No. 20120463

Scale: 1" = 100'



**LEASE PARCEL MC-16.9
1.144 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 17° 24' 40" East, a distance of 2521.69 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 26' 08" West, a distance of 175.03 feet, to a point;

North 81° 33' 52" East, a distance of 284.63 feet, to a point;

South 08° 26' 08" East, a distance of 175.03 feet, to a point;

South 81° 33' 52" West, a distance of 284.63 feet, to the TRUE POINT OF BEGINNING, containing 1.144 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Thon, Inc.
 Engineers - Surveyors - Planners - Scientists
 5500 New Albany Road, Columbus, OH 43064
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL MC-61.8 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA

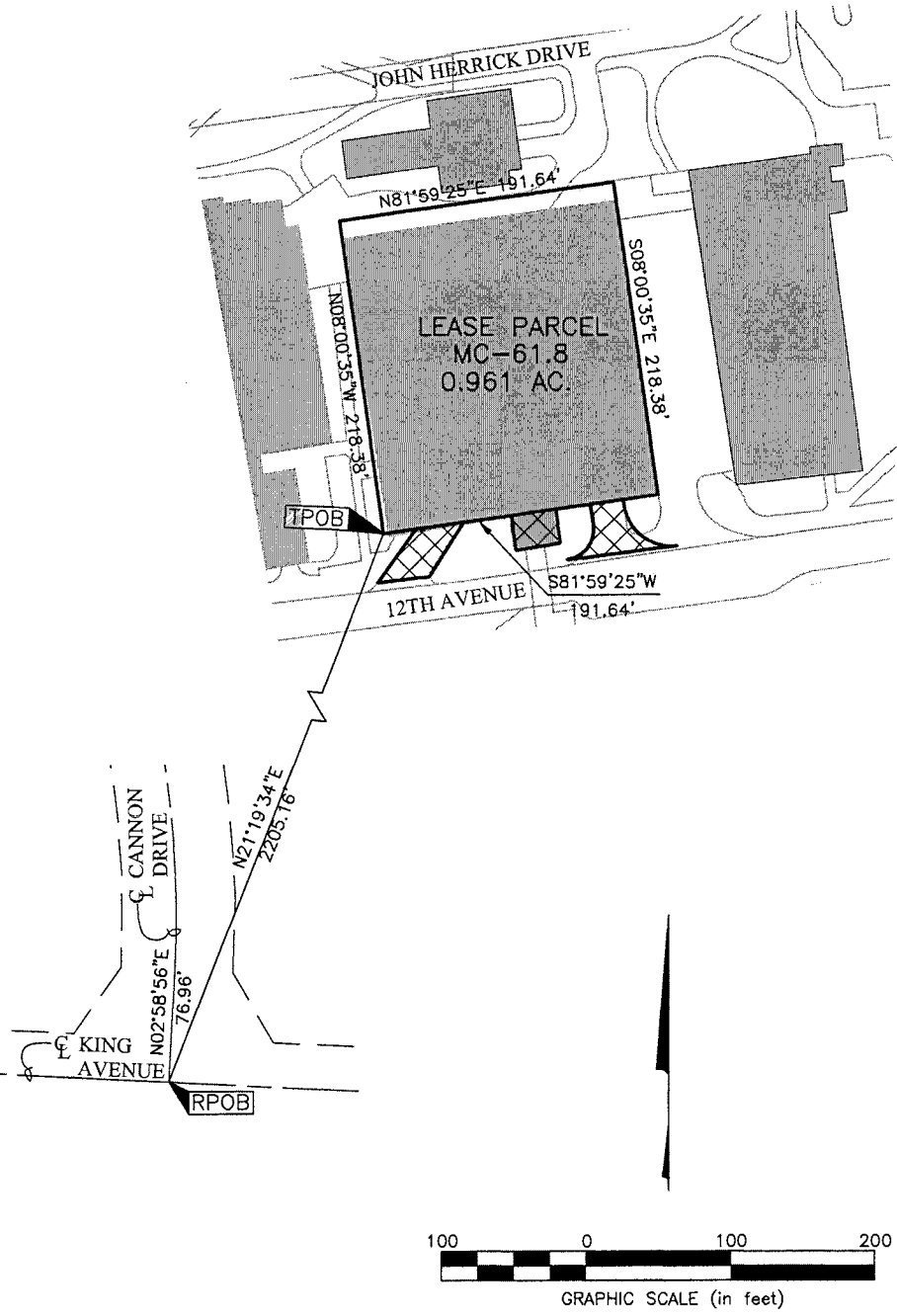
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Job No. 20120463

Scale: 1" = 100'

L:\20120463\DWG\04SHEETS\EXHIBITS\MEDICALCENTER\20120463MC_18.DWG plotted by MASTON, JOHN on 9/17/2012 12:20:51 PM last saved by JMASTON on 9/13/2012 2:12:02 PM
 xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALLOWED



**LEASE PARCELS MC-61.8
0.961 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 21° 19' 34" East, a distance of 2205.16 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 00' 35" West, a distance of 218.38 feet, to a point;

North 81° 59' 25" East, a distance of 191.64 feet, to a point;

South 08° 00' 35" East, a distance of 218.38 feet, to a point;

South 81° 59' 25" West, a distance of 191.64 feet, to the TRUE POINT OF BEGINNING, containing 0.961 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43244
 Phone: 614.775.4500 Fax: 614.775.3648
 emht.com

LEASE PARCEL MC-62.5 & MC-62.6 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA

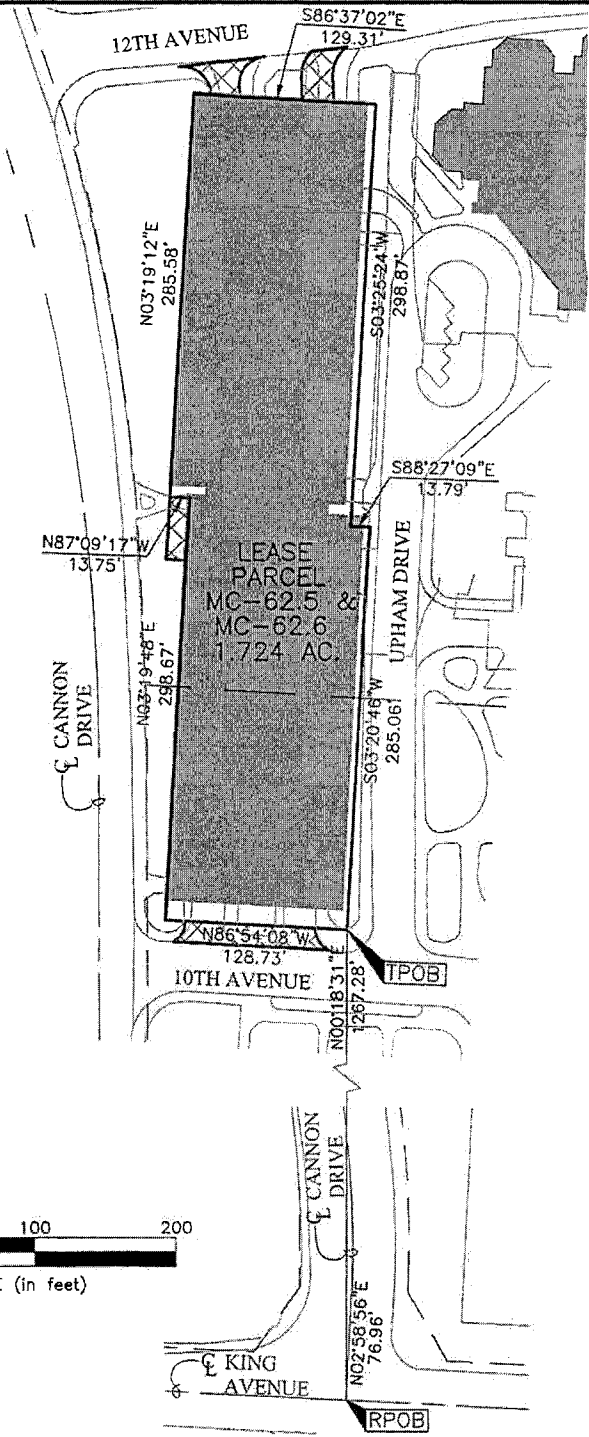
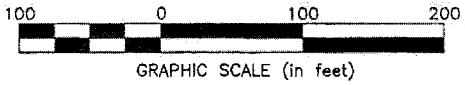
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Job No. 20120463

Scale: 1" = 100'

J:\20120463\DWG\OSHSHEETS\EMPHR\VED\MC-CENTER\20120463MC-16.DWG plotted by WASTON, JCHR on 9/15/2012 2:01:35 PM last saved by JMASTON on 5/9/2012 9:40:25 AM
 User: BULLINGS.DWG & DWGES.DWG & Roads.DWG & 20120463_ALLOWED



**LEASE PARCELS MC-62.5 AND 62.6
1.724 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 00° 18' 31" East, a distance of 1267.28 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 54' 08" West, a distance of 128.73 feet, to a point;

North 03° 19' 48" East, a distance of 298.67 feet, to a point;

North 87° 09' 17" West, a distance of 13.75 feet, to a point;

North 03° 19' 12" East, a distance of 285.58 feet, to a point;

South 86° 37' 02" East, a distance of 129.31 feet, to a point;

South 03° 25' 24" West, a distance of 298.87 feet, to a point;

South 88° 27' 09" East, a distance of 13.79 feet, to a point;

South 03° 20' 46" West, a distance of 285.06 feet, to the TRUE POINT OF BEGINNING, containing 1.724 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tihon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

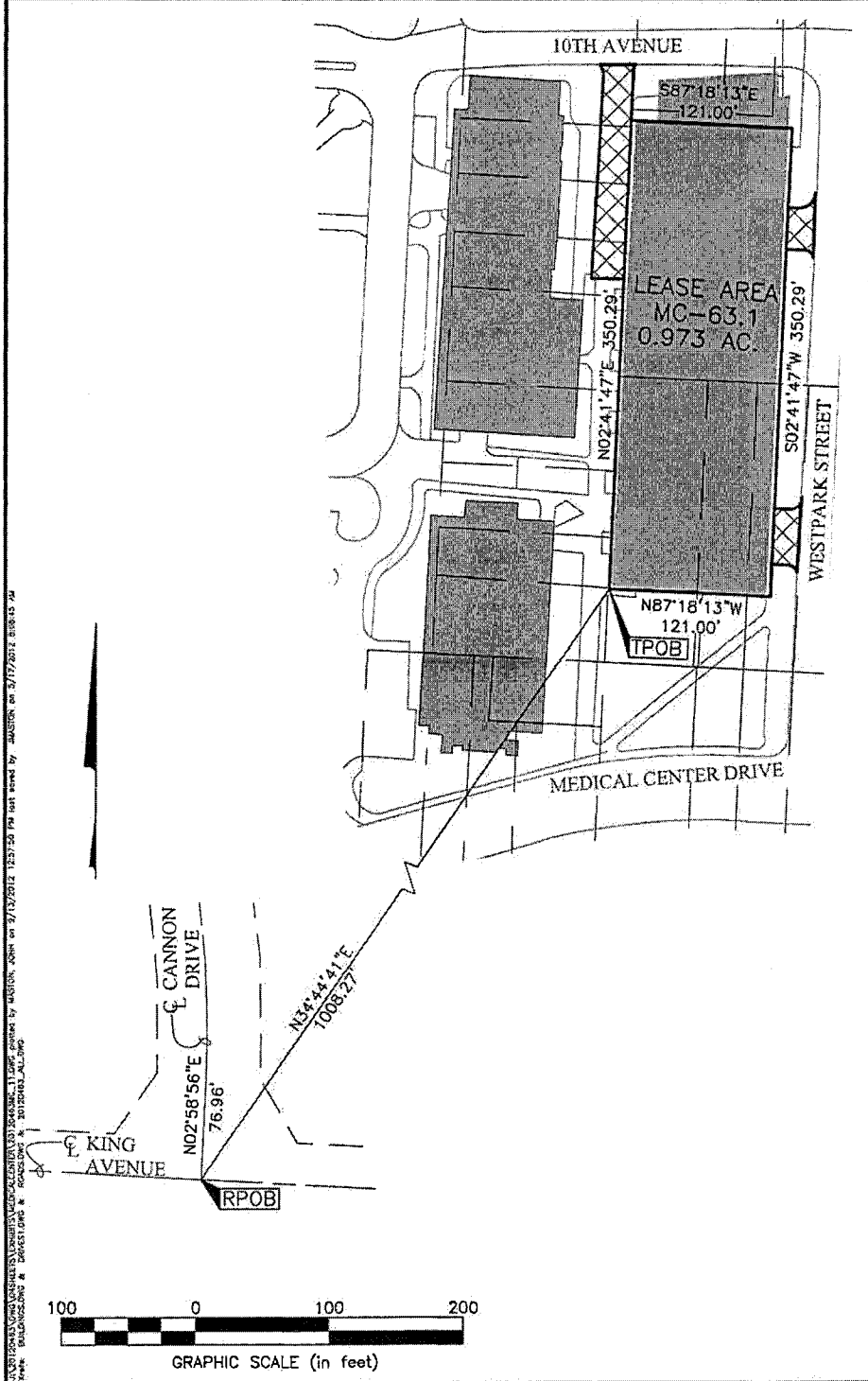
LEASE PARCEL MC-63.1 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Job No. 2012-0463

Scale: 1" = 100'



THE OHIO STATE UNIVERSITY SURVEYORS' RECORDS (SRS) PARCEL MC-63.1, LEASE PARCEL, JOB NO. 2012-0463, 1257-62 PM, DATE: 03/17/2012, 03:45:24 PM
 DRAWN: BALLOU, J. & ROSS, J. & 20120463_01.DWG

LEASE PARCEL MC-63.1
0.973 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 34° 44' 41" East, a distance of 1008.27 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 02° 41' 47" East, a distance of 350.29 feet, to a point;

South 87° 18' 13" East, a distance of 121.00 feet, to a point;

South 02° 41' 47" West, a distance of 350.29 feet, to a point;

North 87° 18' 13" West, a distance of 121.00 feet, to the TRUE POINT OF BEGINNING, containing 0.973 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



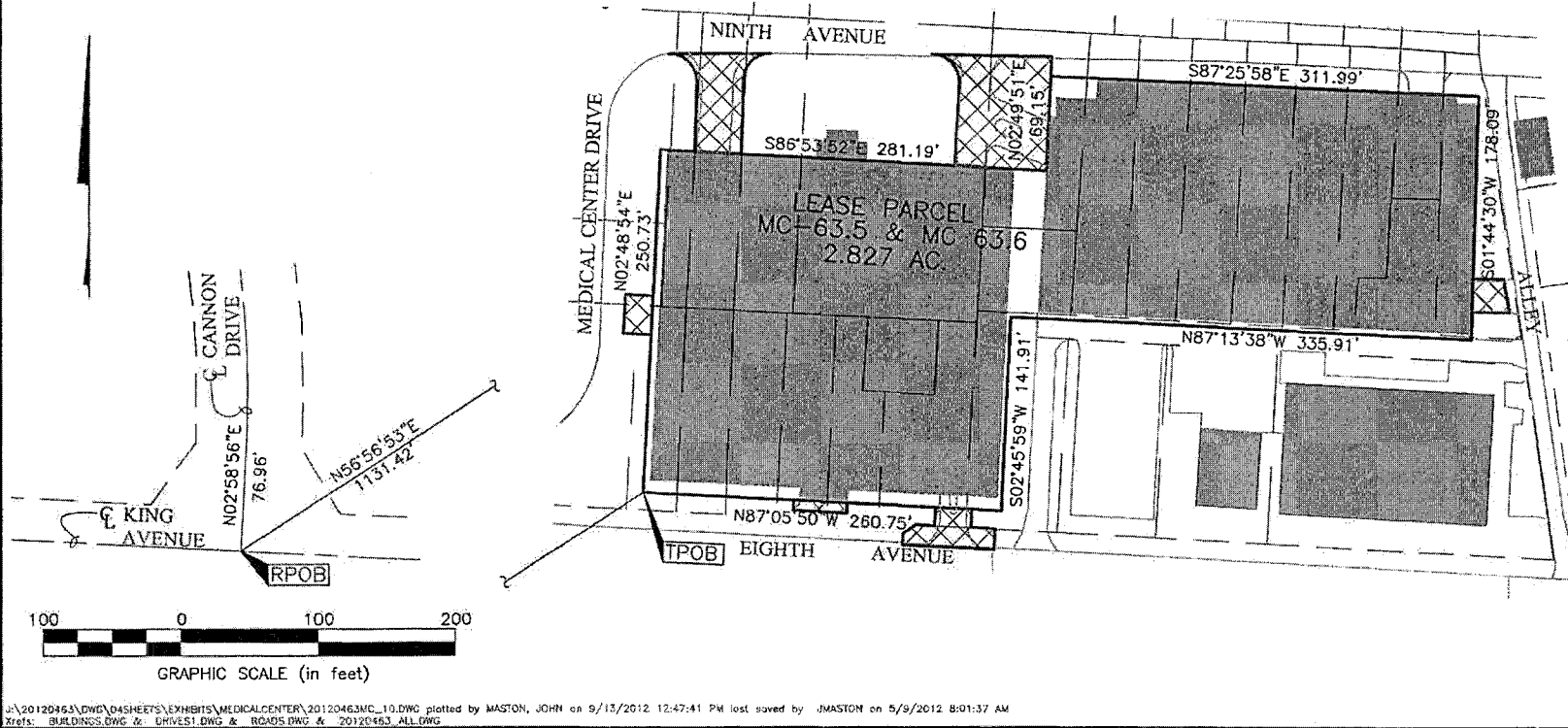
Evans, Mechwart, Hambleton & Tillon, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL MC-63.5 & MC-63.6
THE OHIO STATE UNIVERSITY
MEDICAL CENTER AREA
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\MEDICALCENTER\20120463MC_10.DWG plotted by MASTON, JOHN on 9/13/2012 12:47:41 PM last saved by JMASTON on 5/9/2012 8:01:37 AM
Xrefs: BUILDINGS.DWG & DRIVE1.DWG & ROAD5.DWG & 20120463_ALL.DWG

**LEASE PARCELS MC-63.5 AND 63.6
2.827 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 56° 56' 53" East, a distance of 1131.42 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 02° 48' 54" East, a distance of 250.73 feet to a point;

South 86° 53' 52" East, a distance of 281.19 feet to a point;

North 02° 49' 51" East, a distance of 69.15 feet to a point;

South 87° 25' 58" East, a distance of 311.99 feet to a point;

South 01° 44' 30" West, a distance of 178.09 feet to a point;

North 87° 13' 38" West, a distance of 335.91 feet to a point;

South 02° 45' 59" West, a distance of 141.91 feet, to a point;

North 87° 05' 50" West, a distance of 260.75 feet, to the TRUE POINT OF BEGINNING, containing 2.827 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechtner, Hamblen & Egan, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

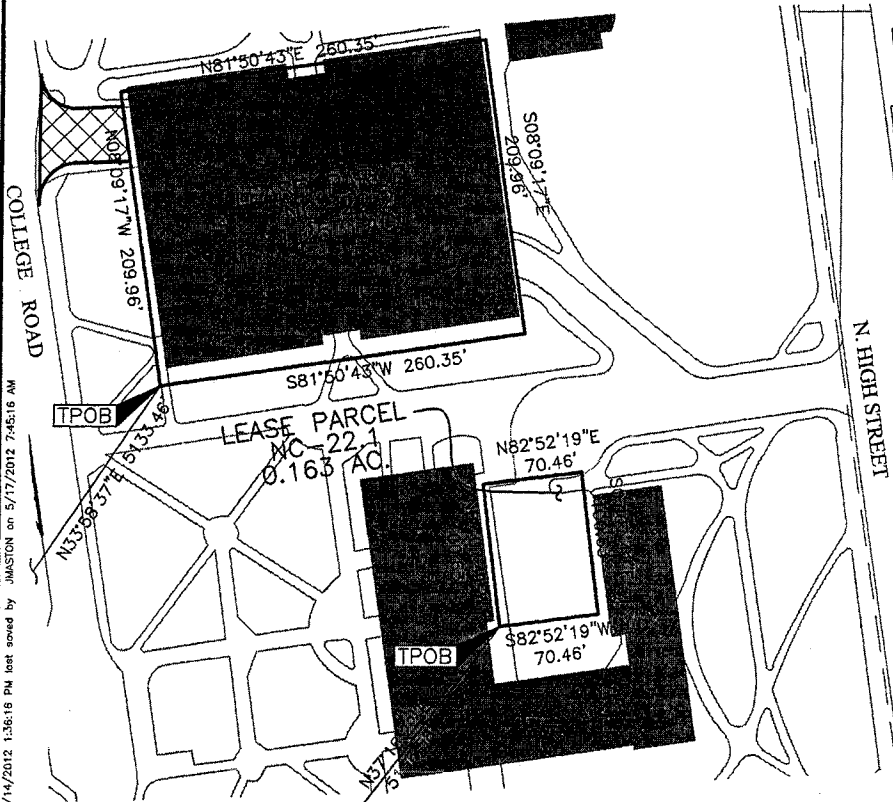
LEASE PARCEL NC-22.1 & NC-22.2 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 2, 2012

Job No. 2012-0463

Scale: 1" = 100'



This drawing shows both a
 Parking Garage and Parking
 Lot. NC-22.1 is a Parking
 Lot. NC-22.2 is a Parking
 Garage.



GRAPHIC SCALE (in feet)

I:\2012\0463\DWG\0463SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_02.DWG plotted by JMASTON on 5/17/2012 7:48:18 AM
 Title: BUILDINGS.DWG & DRIVE.DWG & ROAD.DWG & 20120463_ALLDWG

**LEASE PARCEL NC-22.2
1.253 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $33^{\circ} 58' 37''$ East, a distance of 5133.46 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $08^{\circ} 09' 17''$ West, a distance of 209.96 feet, to a point;

North $81^{\circ} 50' 43''$ East, a distance of 260.35 feet, to a point;

South $08^{\circ} 09' 17''$ East, a distance of 209.96 feet, to a point;

South $81^{\circ} 50' 43''$ West, a distance of 260.35 feet, to the TRUE POINT OF BEGINNING, containing 1.253 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



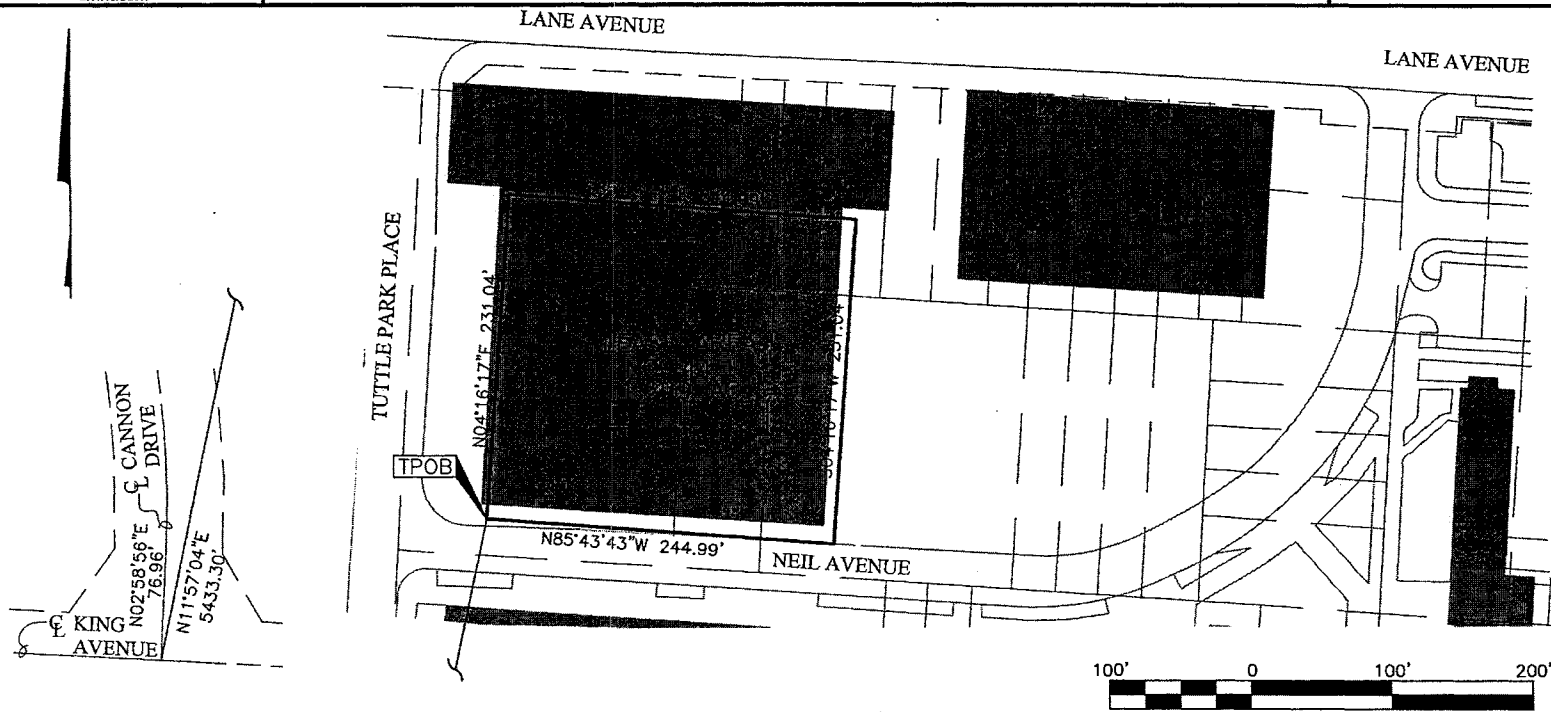
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL NC-44.1
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_34.DWG plotted by MASTON, JOHN on 9/15/2012 7:50:19 AM last saved by JMASTON on 5/10/2012 2:02:05 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL NC-44.1
1.299 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 11° 57' 04" East, a distance of 5433.30 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 04° 16' 17" East, a distance of 231.04 feet, to a point;

South 85° 43' 43" East, a distance of 244.99 feet, to a point;

South 04° 16' 17" West, a distance of 231.04 feet, to a point;

North 85° 43' 43" West, a distance of 244.99 feet, to the TRUE POINT OF BEGINNING, containing 1.299 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



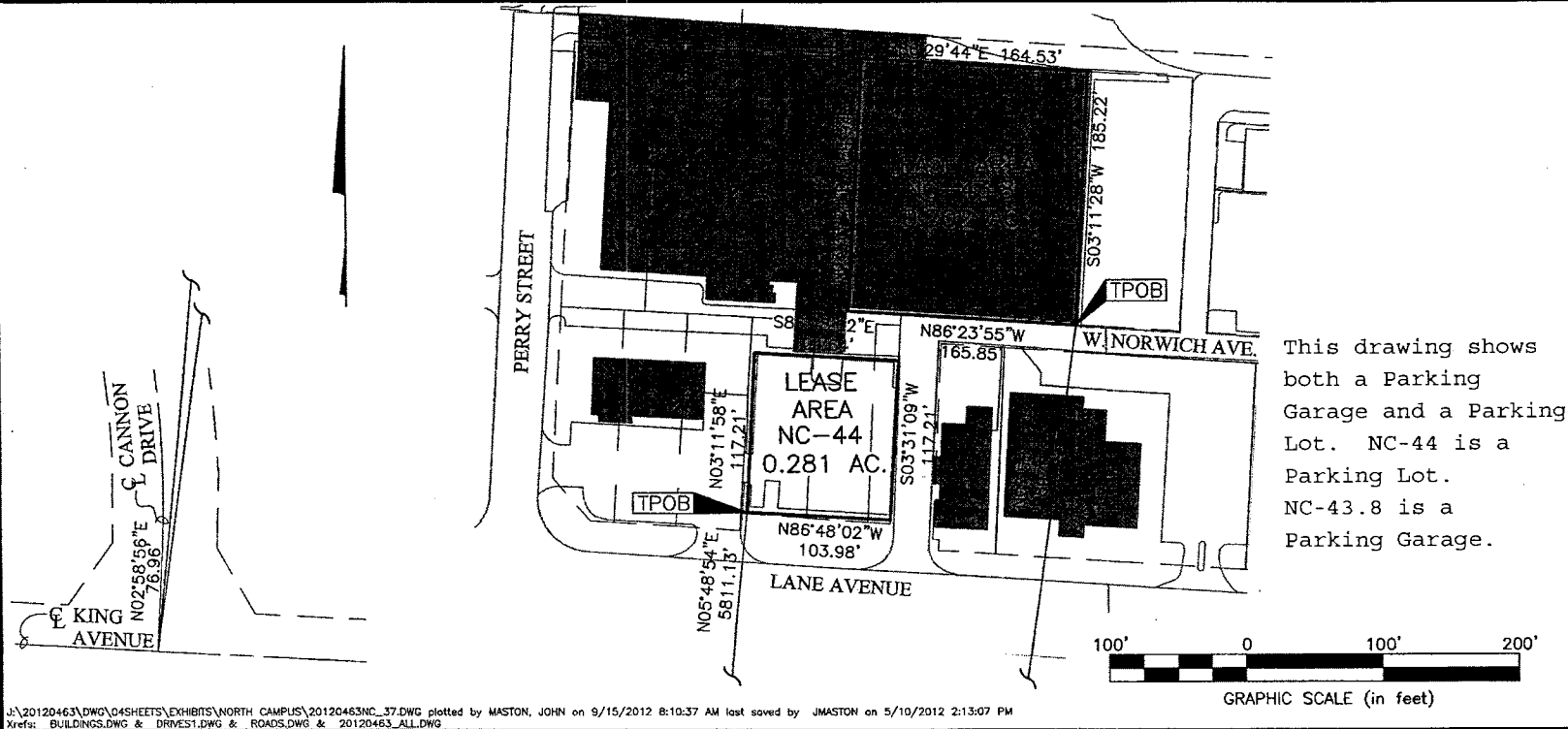
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL NC-43.8 & NC-44
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Scale: 1" = 100'

Job No. 2012-0463



This drawing shows both a Parking Garage and a Parking Lot. NC-44 is a Parking Lot. NC-43.8 is a Parking Garage.

J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_37.DWG plotted by MASTON, JOHN on 9/15/2012 8:10:37 AM last saved by JMASTON on 5/10/2012 2:13:07 PM
 Xrefs: BUILDINGS.DWG & DRVEST1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-43.8
0.702 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 07° 58' 12" East, a distance of 5976.22 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 23' 55" West, a distance of 165.85 feet, to a point;

North 03° 35' 54" East, a distance of 184.94 feet, to a point;

South 86° 29' 44" East, a distance of 164.53 feet, to a point;

South 03° 11' 28" West, a distance of 185.22 feet, to the TRUE POINT OF BEGINNING, containing 0.702 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



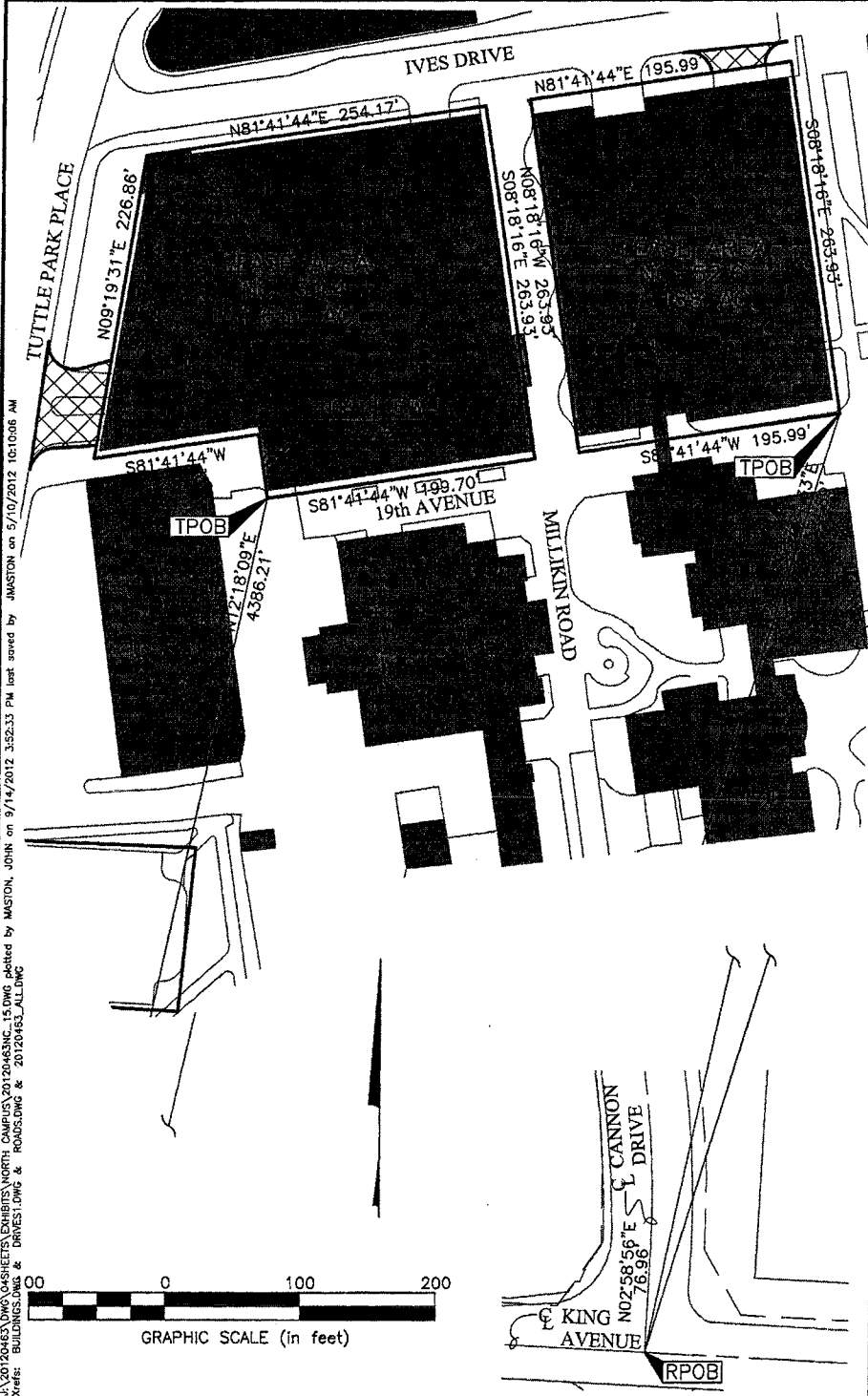
Evans, Mechwart, Hornblower & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.776.4500 Toll Free: 888.776.2448
 emht.com

LEASE PARCEL NC-51.4 & 52.6
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



X:\2012\0463\DWG\CAD\ASSETS\EXHIBITS\NORTH CAMPUS\20120463NC_15.DWG plotted by MASTON, JOHN on 9/14/2012 3:52:33 PM last saved by MASTON, JOHN on 5/10/2012 10:06:06 AM
 User: BULLINGER & DRISTEL.DWG & 20120463_ALL.DWG

LEASE PARCELS NC-51.4
1.651 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 12° 18' 09" East, a distance of 4386.21 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 18' 16" West, a distance of 47.72 feet, to a point;

South 81° 41' 44" West, a distance of 123.18 feet, to a point;

North 09° 19' 31" East, a distance of 226.86 feet, to a point;

North 81° 41' 44" East, a distance of 254.17 feet, to a point;

South 08° 18' 16" East, a distance of 263.93 feet, to a point;

South 81° 41' 44" West, a distance of 199.70 feet, to the TRUE POINT OF BEGINNING, containing 1.651 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCELS NC-52.6
1.188 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 17° 21' 33" East, a distance of 4554.89 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

South 81° 41' 44" West, a distance of 195.99 feet, to a point;

North 08° 18' 16" West, a distance of 263.93 feet, to a point;

North 81° 41' 44" East, a distance of 195.99 feet, to a point;

South 08° 18' 16" East, a distance of 263.93 feet, to the TRUE POINT OF BEGINNING, containing 1.188 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



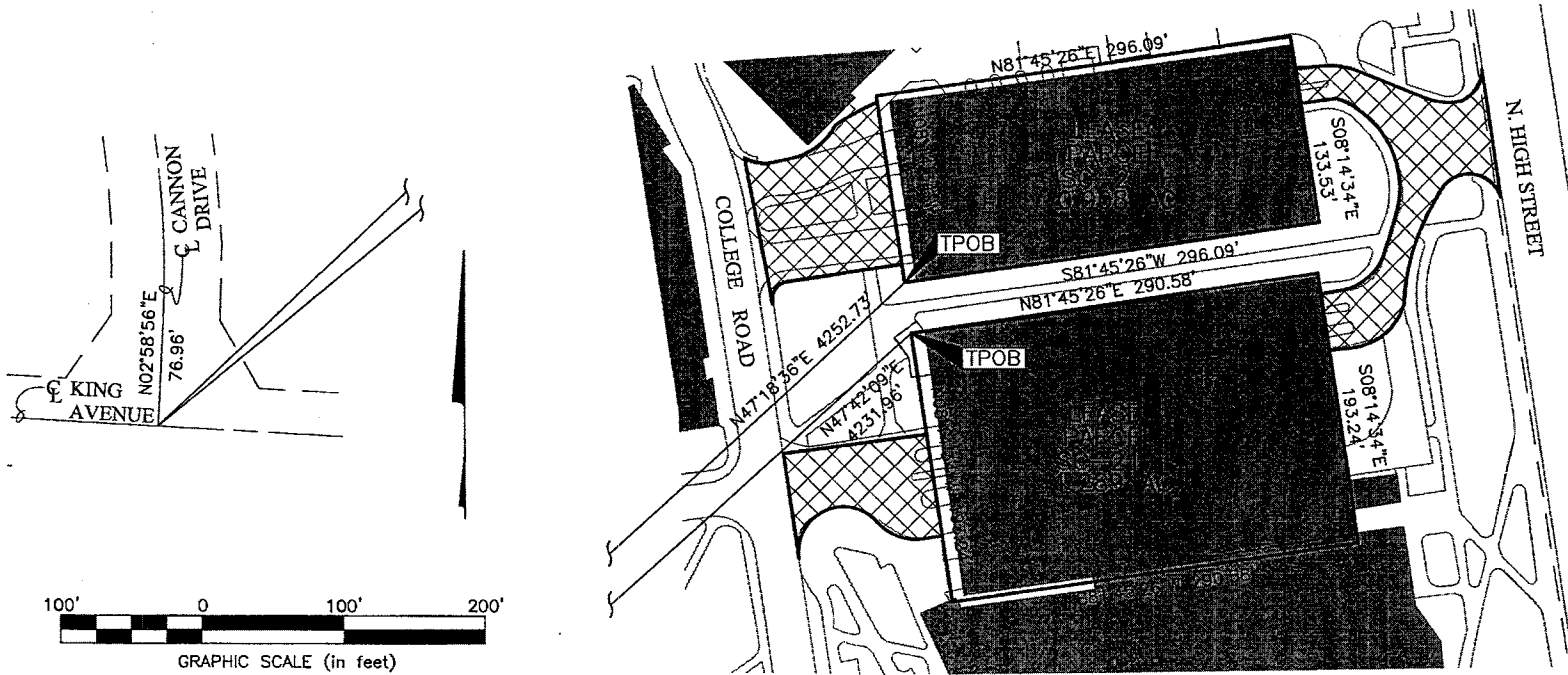
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL SC-21 & SC-21.1
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 30, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL SC-21.1
0.908 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 47° 18' 36" East, a distance of 4252.73 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 14' 34" West, a distance of 133.53 feet, to a point;

North 81° 45' 26" East, a distance of 296.09 feet, to a point;

South 08° 14' 34" East, a distance of 133.53 feet, to a point;

South 81° 45' 26" West, a distance of 296.09 feet, to the TRUE POINT OF BEGINNING, containing 0.908 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

**LEASE PARCEL SC-21
1.289 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 47° 42' 09" East, a distance of 4231.96 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 81° 45' 26" East, a distance of 290.58 feet, to a point;

South 08° 14' 34" East, a distance of 193.24 feet, to a point;

South 81° 45' 26" West, a distance of 290.58 feet, to a point;

North 08° 14' 34" West, a distance of 193.24 feet, to the TRUE POINT OF BEGINNING, containing 1.289 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



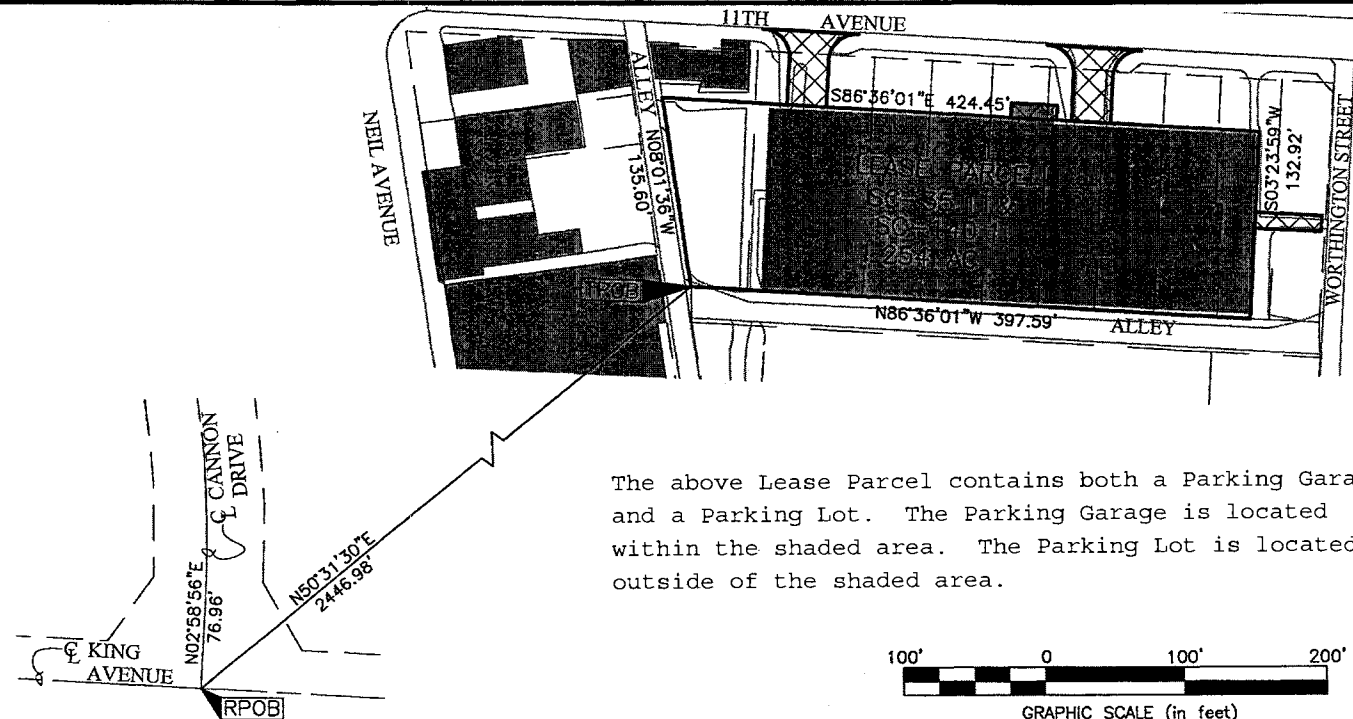
Evans, Mechwart, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL SC-35.1 & SC-140.1
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

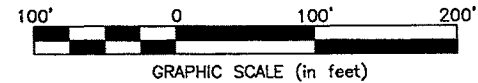
Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



The above Lease Parcel contains both a Parking Garage and a Parking Lot. The Parking Garage is located within the shaded area. The Parking Lot is located outside of the shaded area.



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_02.DWG plotted by MASTON, JOHN on 9/13/2012 3:08:47 PM last saved by JMASTON on 5/9/2012 11:30:06 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_KLI.DWG

**LEASE PARCEL SC-35.1 AND 140.1
1.254 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 50° 31' 30" East, a distance of 2446.98 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 01' 36" West, a distance of 135.60 feet, to a point;

South 86° 36' 01" East, a distance of 424.45 feet, to a point;

South 03° 23' 59" West, a distance of 132.92 feet, to a point;

North 86° 36' 01" West, a distance of 397.59 feet, to the TRUE POINT OF BEGINNING, containing 1.254 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



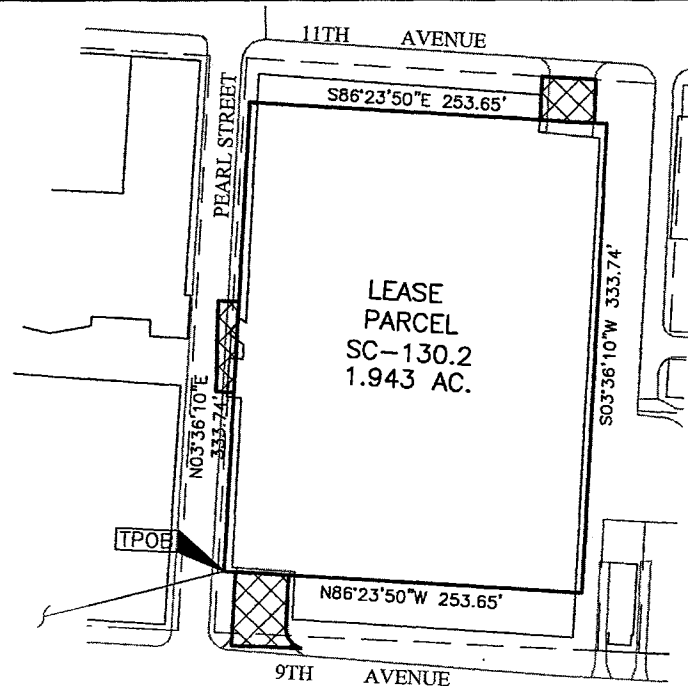
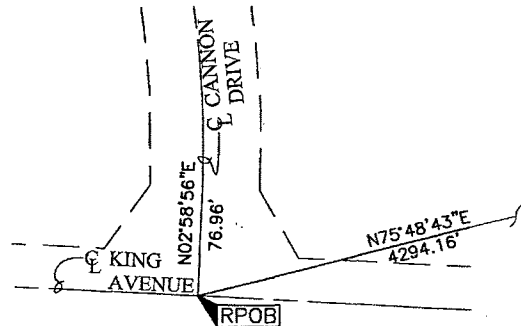
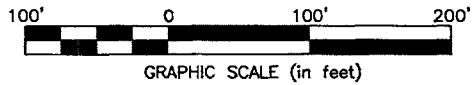
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL SC-130.2
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 4, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL SC-130.2
1.943 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 75° 48' 43" East, a distance of 4294.16 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 36' 10" East, a distance of 333.74 feet, to a point;

South 86° 23' 50" East, a distance of 253.65 feet, to a point;

South 03° 36' 10" West, a distance of 333.74 feet, to a point;

North 86° 23' 50" West, a distance of 253.65 feet, to the TRUE POINT OF BEGINNING, containing 1.943 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



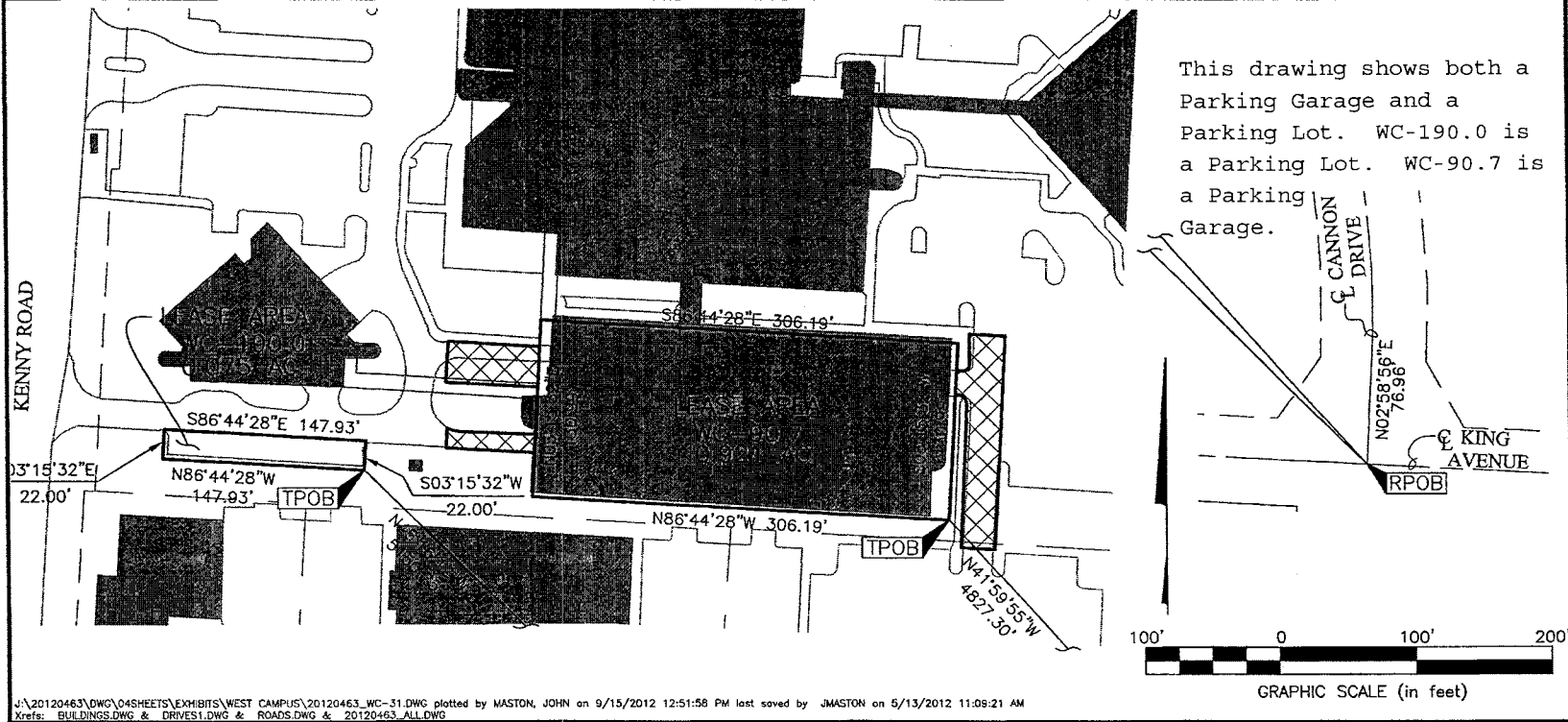
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-190.0 & WC-90.7
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL WC-90.7
0.921 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 41° 59' 55" West, a distance of 4827.30 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 44' 28" West, a distance of 306.19 feet to a point;

North 03° 15' 32" East, a distance of 130.99 feet to a point;

South 86° 44' 28" East, a distance of 306.19 feet to a point;

South 03° 15' 32" West, a distance of 130.99 feet, to the TRUE POINT OF BEGINNING, containing 0.921 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

SCHEDULE 3

PARKING GARAGES, PARKING LOTS AND PARKING SYSTEM ASSETS

PART II

Legend to Part II of Schedule 3

“Parking Lots” means the parking lots depicted on the attached survey drawings as a “Lease Area” and/or “Lease Parcel” along with the cross-hatched areas depicted thereon. For avoidance of doubt and without limiting the generality of the foregoing, Parking Lots include, without limitation, (a) all paved or graveled parking surfaces including common driving aisles within the perimeter curbing of the area marked as the Lease Area and/or Lease Parcel, (b) all other areas within the area identified as the Lease Area and/or Lease Parcel, including, without limitation, landscaped areas, bus stops, curbs or sidewalks that are internal to a surface lot; and (c) the vehicle entrance and exit driveways outside the surface Lease Area and/or Lease Parcel that connect cars using the surface lot to the nearest road. Notwithstanding the foregoing and without limitation, Parking Lots do not include any structures above any Parking Lot (and attendant structural supports) and all landscaping, sidewalks, bus stops, curbs or other such areas outside of the area designated as the Lease Area and/or Lease Parcel or otherwise cross-hatched on the attached survey drawings. Unless otherwise set forth above, the Concessionaire shall be responsible for all maintenance, repairs, rehabilitations and replacements to the Parking Lots pursuant to the Agreement and the Operating Standards.



Evans, Mischwitz, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5600 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4600 Fax: 614.775.3648
 emht.com

LEASE PARCEL AG-43.7 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS

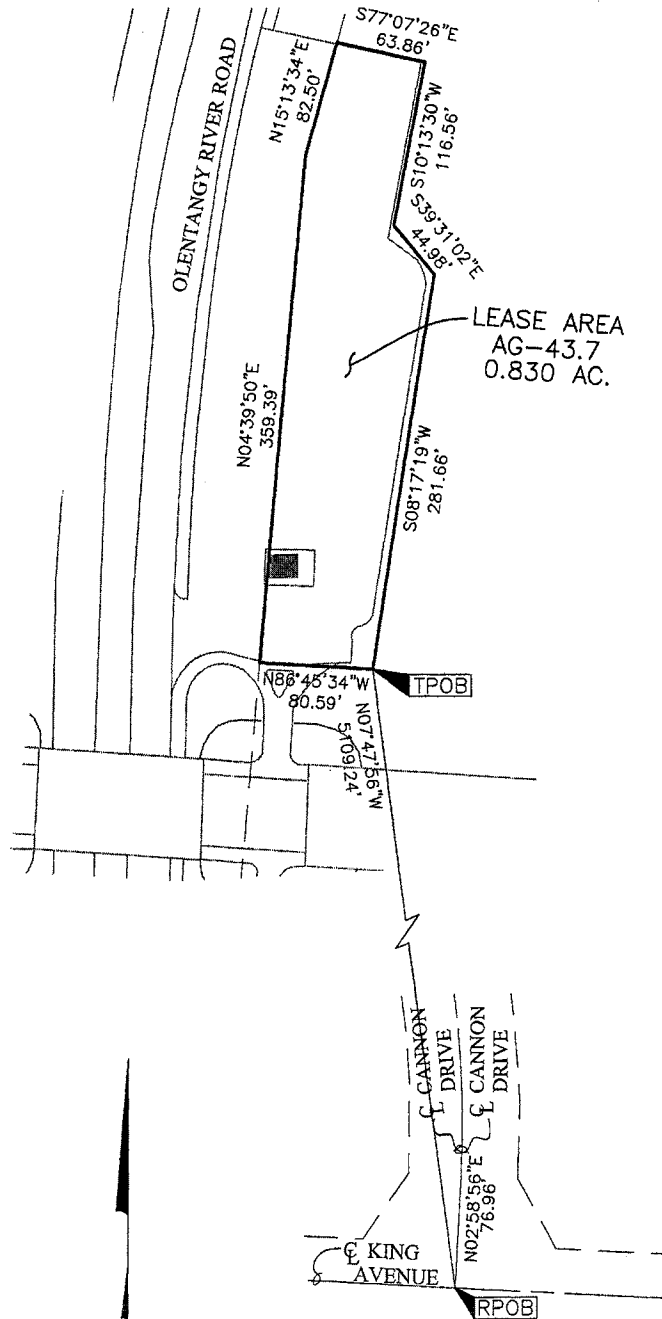
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

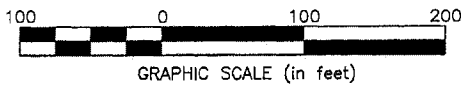
Job No. 2012-0463

Scale: 1" = 100'

J:\2012\0463\DWG\04SHEETS\EXHIBITS\AGRICULTURAL_CAMPUS\20120463AG_15.DWG plotted by MASTON, JOHN on 9/15/2012 11:05:11 AM last saved by JMASTON on 5/11/2012 12:28:43 PM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE AREA
 AG-43.7
 0.830 AC.



LEASE PARCEL AG-43.7
0.830 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $07^{\circ} 47' 56''$ West, a distance of 5109.24 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $86^{\circ} 45' 34''$ West, a distance of 80.59 feet, to a point;

North $04^{\circ} 39' 50''$ East, a distance of 359.39 feet, to a point;

North $15^{\circ} 13' 34''$ East, a distance of 82.50 feet, to a point;

South $77^{\circ} 07' 26''$ East, a distance of 63.86 feet, to a point;

South $10^{\circ} 13' 30''$ West, a distance of 116.56 feet, to a point;

South $39^{\circ} 31' 02''$ East, a distance of 44.98 feet, to a point;

South $08^{\circ} 17' 19''$ West, a distance of 281.66 feet, to the TRUE POINT OF BEGINNING, containing 0.830 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.276.4500 Toll Free: 888.776.3348
 emht.com

LEASE PARCEL AG-53.5 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS

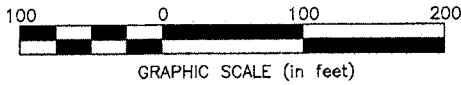
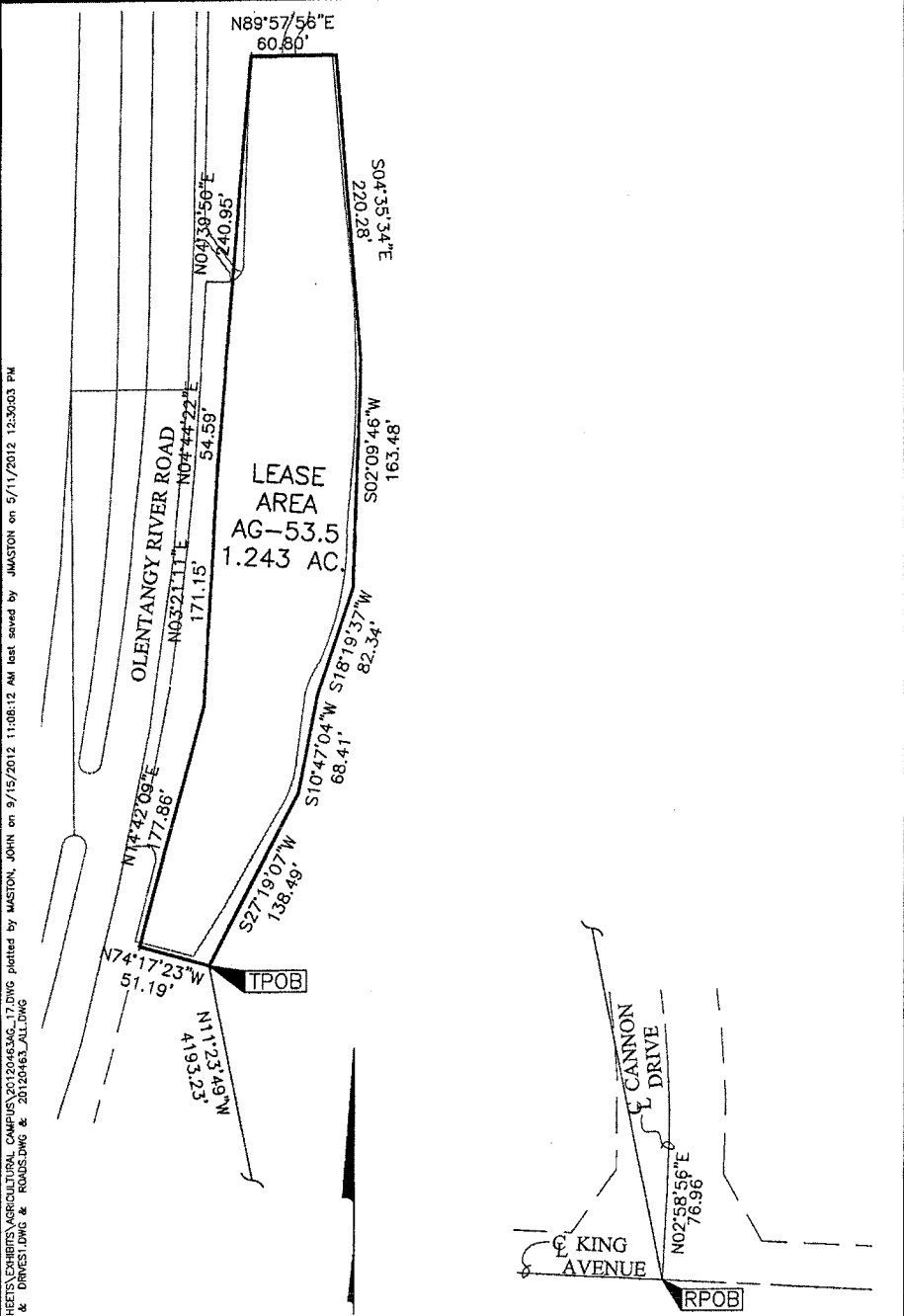
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'

I:\2012\0463\DWG\ASSETS\EXHIBITS\AGRICULTURAL CAMPUS\20120463AG_17.DWG plotted by MASTON, JOHN on 9/15/2012 11:08:12 AM last saved by MASTON on 5/11/2012 12:30:03 PM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL AG-53.5
1.243 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 11° 23' 49" West, a distance of 4193.23 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 74° 17' 23" West, a distance of 51.19 feet, to a point;

North 14° 42' 09" East, a distance of 177.86 feet, to a point;

North 03° 21' 11" East, a distance of 171.15 feet, to a point;

North 04° 44' 22" East, a distance of 54.59 feet, to a point;

North 04° 39' 50" East, a distance of 240.95 feet, to a point;

North 89° 57' 56" East, a distance of 60.80 feet, to a point;

South 04° 35' 34" East, a distance of 220.28 feet, to a point;

South 02° 09' 46" West, a distance of 163.48 feet, to a point;

South 18° 19' 37" West, a distance of 82.34 feet, to a point;

South 10° 47' 04" West, a distance of 68.41 feet, to a point;

South 27° 19' 07" West, a distance of 138.49 feet, to the TRUE POINT OF BEGINNING, containing 1.243 acres, more or less.

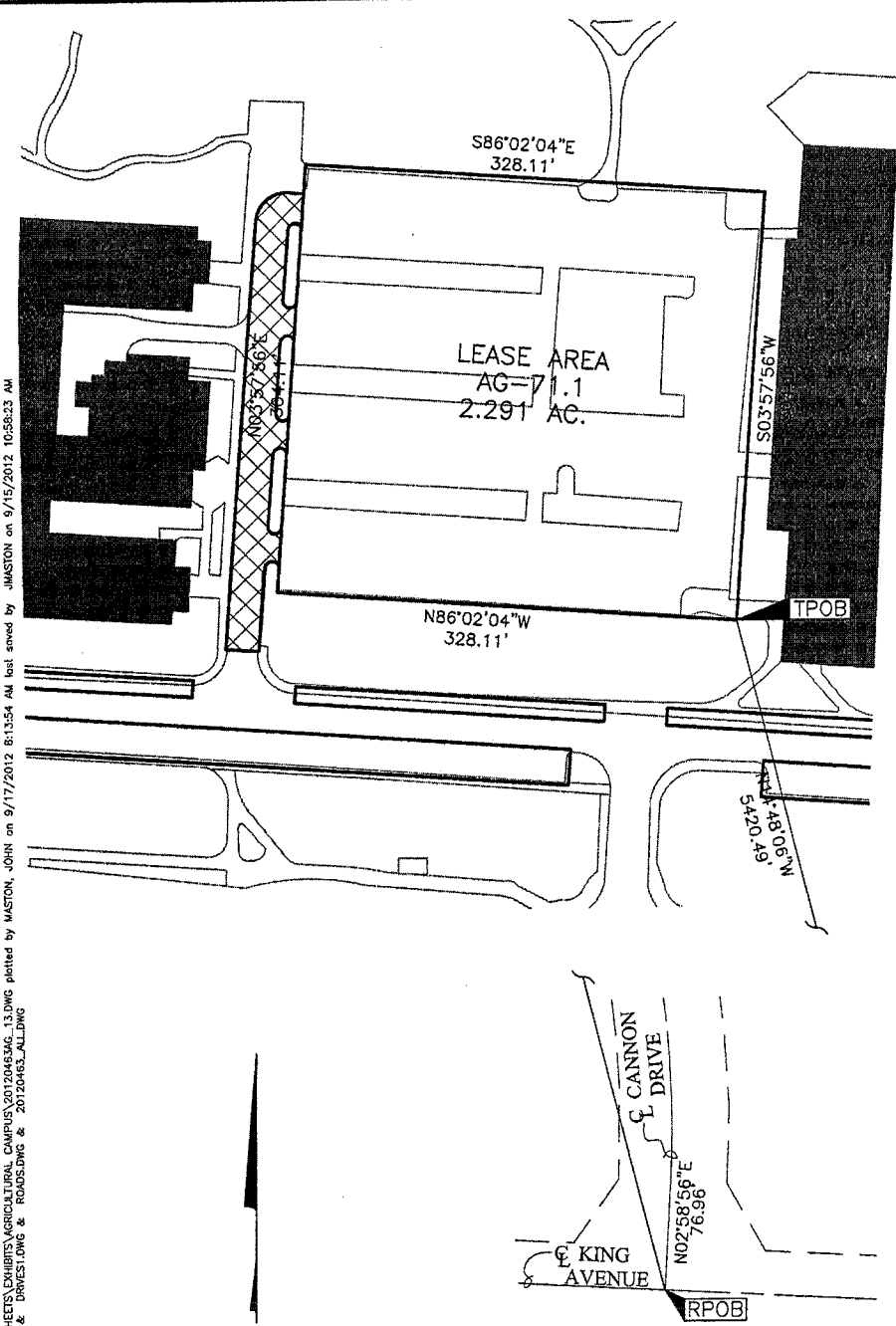
The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

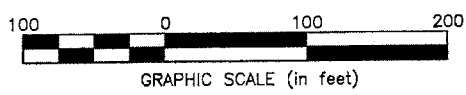


LEASE PARCEL AG-71.1 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012 Job No. 2012-0463 Scale: 1" = 100'



U:\20120463\DWG\0463SHEETS\EXHIBITS\AGRICULTURAL CAMPUS\2012046306_13.DWG plotted by MASTON, JOHN on 9/17/2012 8:13:54 AM last saved by JMASTON on 9/15/2012 10:56:23 AM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL AG-71.1
2.291 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 14° 48' 06" West, a distance of 5420.49 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 02' 04" West, a distance of 328.11 feet, to a point;

North 03° 57' 56" East, a distance of 304.11 feet, to a point;

South 86° 02' 04" East, a distance of 328.11 feet, to a point;

South 03° 57' 56" West, a distance of 304.11 feet, to the TRUE POINT OF BEGINNING, containing 2.291 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



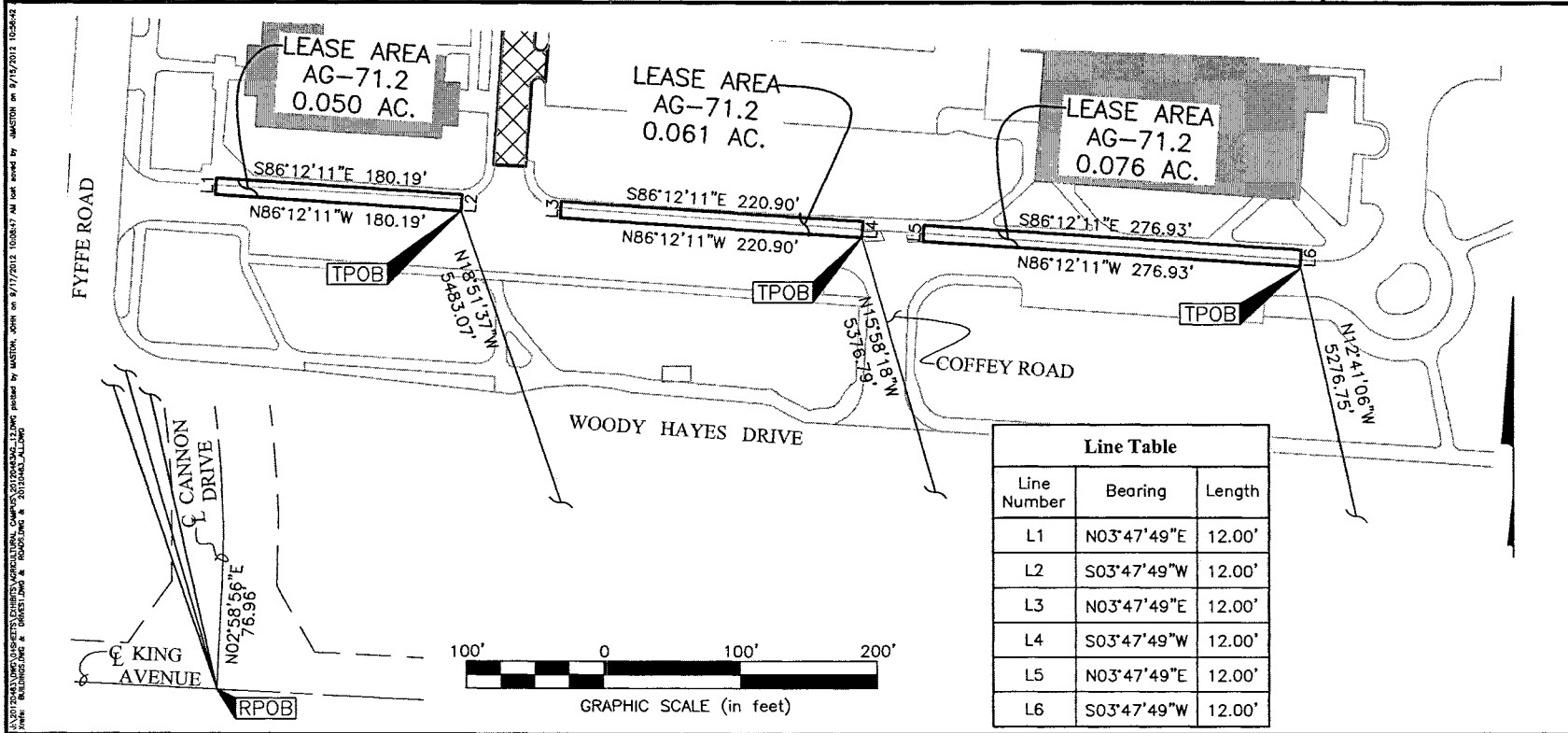
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL AG-71.2
THE OHIO STATE UNIVERSITY
AGRICULTURAL CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Scale: 1" = 100'

Job No. 2012-0463



THIS DOCUMENT IS THE PROPERTY OF EMHT. IT IS TO BE USED ONLY FOR THE PROJECT AND DATE SPECIFIED HEREON. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF EMHT IS PROHIBITED. DATE: 4/11/2012. JOB NO: 2012-0463.

LEASE PARCEL AG-71.2
0.050 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $18^{\circ} 51' 37''$ West, a distance of 5483.07 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $86^{\circ} 12' 11''$ West, a distance of 180.19 feet, to a point;

North $03^{\circ} 47' 49''$ East, a distance of 12.00 feet, to a point;

South $86^{\circ} 12' 11''$ East, a distance of 180.19 feet, to a point;

South $03^{\circ} 47' 49''$ West, a distance of 12.00 feet, to the TRUE POINT OF BEGINNING, containing 0.050 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL AG-71.2
0.061 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 15° 58' 18" West, a distance of 5376.79 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 12' 11" West, a distance of 220.90 feet, to a point;

North 03° 47' 49" East, a distance of 12.00 feet, to a point;

South 86° 12' 11" East, a distance of 220.90 feet, to a point;

South 03° 47' 49" West, a distance of 12.00 feet, to the TRUE POINT OF BEGINNING, containing 0.061 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL AG-71.2
0.076 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 12° 41' 06" West, a distance of 5276.75 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 12' 11" West, a distance of 276.93 feet, to a point;

North 03° 47' 49" East, a distance of 12.00 feet, to a point;

South 86° 12' 11" East, a distance of 276.93 feet, to a point;

South 03° 47' 49" West, a distance of 12.00 feet, to the TRUE POINT OF BEGINNING, containing 0.076 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



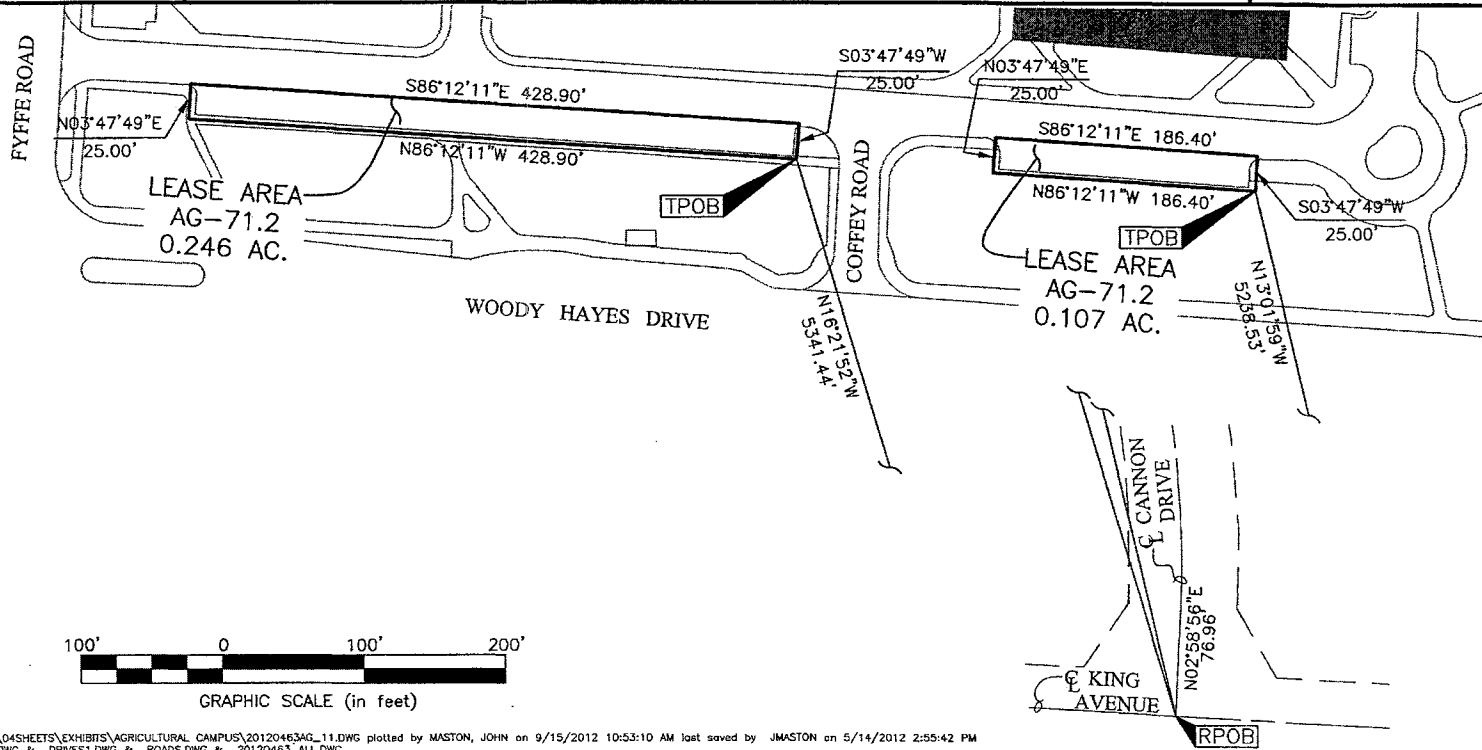
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5800 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL AG-71.2
THE OHIO STATE UNIVERSITY
AGRICULTURAL CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\AGRICULTURAL_CAMPUS\20120463AG_11.DWG plotted by MASTON, JOHN on 9/15/2012 10:53:10 AM last saved by JMASTON on 5/14/2012 2:55:42 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL AG-71.2
0.107 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 13° 01' 59" West, a distance of 5238.53 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 12' 11" West, a distance of 186.40 feet, to a point;

North 03° 47' 49" East, a distance of 25.00 feet, to a point;

South 86° 12' 11" East, a distance of 186.40 feet, to a point;

South 03° 47' 49" West, a distance of 25.00 feet, to the TRUE POINT OF BEGINNING, containing 0.107 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL AG-71.2
0.246 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 16° 21' 52" West, a distance of 5341.44 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 12' 11" West, a distance of 428.90 feet, to a point;

North 03° 47' 49" East, a distance of 25.00 feet, to a point;

South 86° 12' 11" East, a distance of 428.90 feet, to a point;

South 03° 47' 49" West, a distance of 25.00 feet, to the TRUE POINT OF BEGINNING, containing 0.246 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



LEASE PARCEL AG-71.3 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS

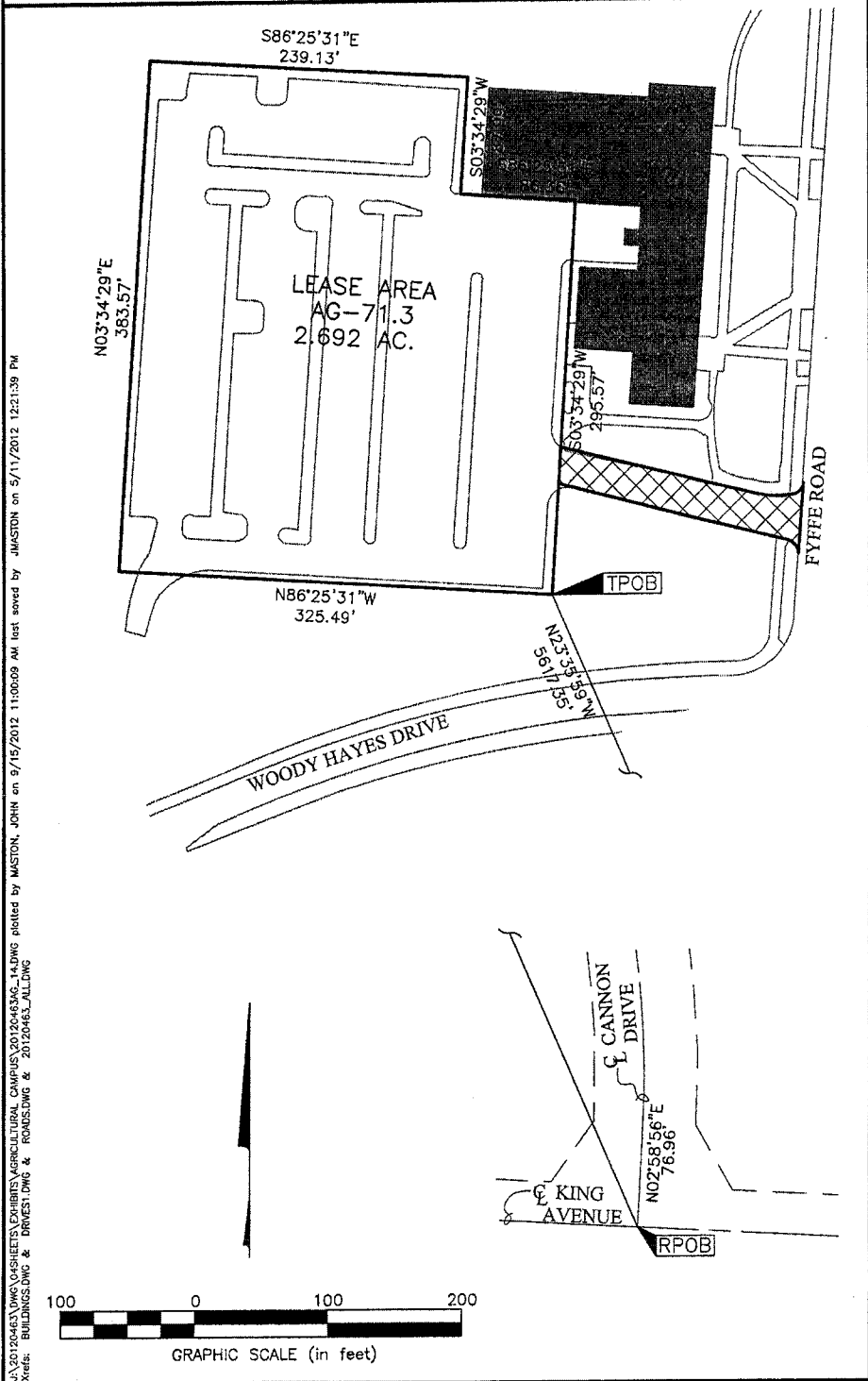
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'

\\s0212421\mya\sheeta\survey\agricultural\campus\2012\0463\AG-71.3.dwg plotted by MASTON, JOHN on 9/15/2012 11:00:09 AM last saved by JMASTON on 5/11/2012 12:21:39 PM
Files: BUILDINGS.DWG & DRIVE.DWG & ROAD.DWG & 20120463.dwg



LEASE PARCEL AG-71.3
2.692 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 23° 35' 59" West, a distance of 5617.35 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 25' 31" West, a distance of 325.49 feet, to a point;

North 03° 34' 29" East, a distance of 383.57 feet, to a point;

South 86° 25' 31" East, a distance of 239.13 feet, to a point;

South 03° 34' 29" West, a distance of 87.99 feet, to a point;

South 86° 25' 31" East, a distance of 86.36 feet, to a point;

South 03° 34' 29" West, a distance of 295.57 feet, to the TRUE POINT OF BEGINNING, containing 2.692 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



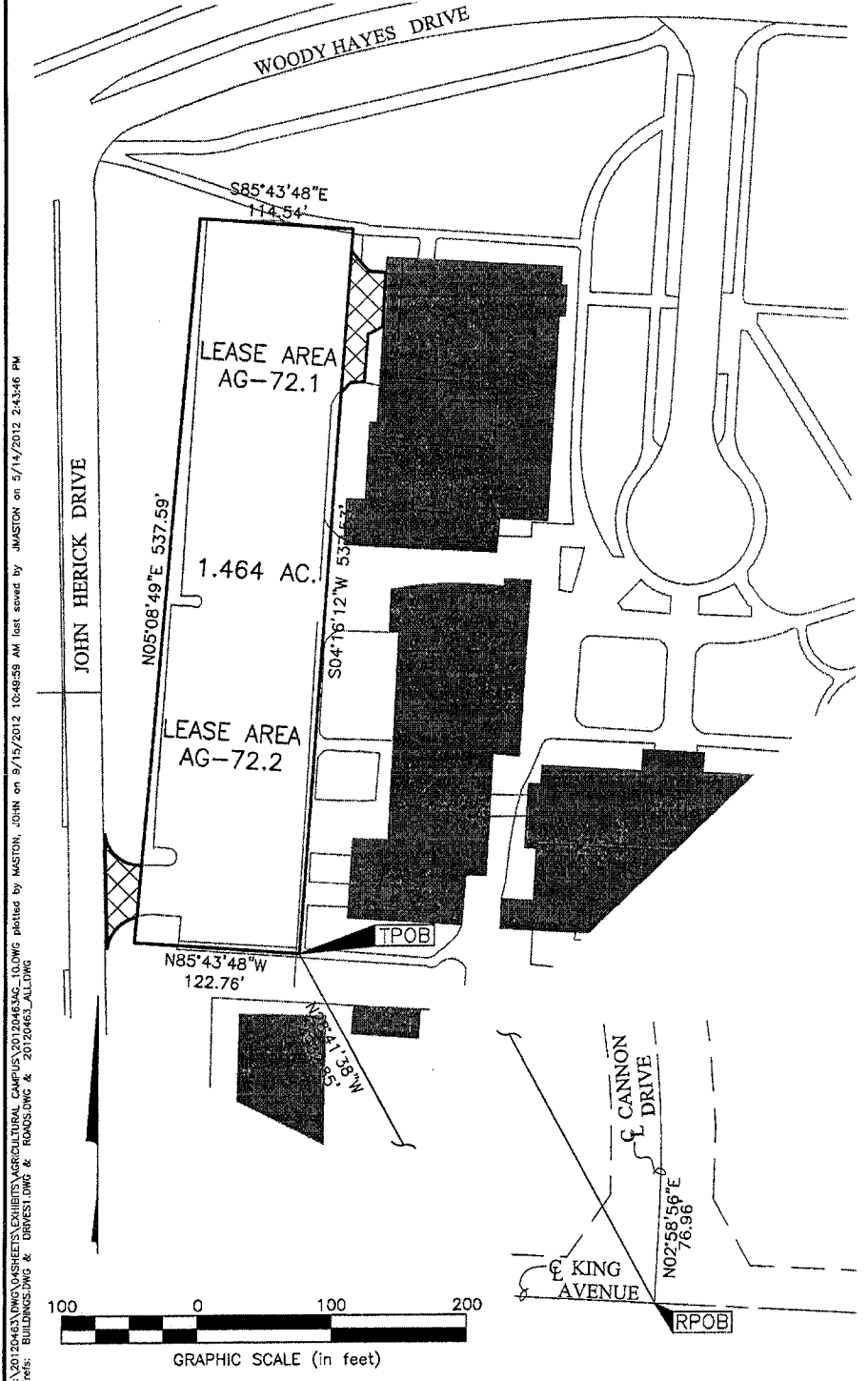
Evans, Mechwart, Hamilton & Trott, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3646
 emht.com

LEASE PARCELS AG-72.1 & AG-72.2
THE OHIO STATE UNIVERSITY
AGRICULTURAL CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



JA\2012\0463\DWG\ASHEETS\EXHIBITS\AGRICULTURAL CAMPUS\2012\0463\AG_10.DWG plotted by MASTON, JOHN on 9/15/2012 10:48:58 AM last saved by MASTON, JOHN on 5/14/2012 2:43:46 PM
 Xrefs: BUILDING.DWG & DRIVE.DWG & ROADS.DWG & 2012\0463_ALL.DWG

LEASE PARCEL AG-72.1 & AG-72.2
1.464 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 28° 41' 38" West, a distance of 4932.85 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 85° 43' 48" West, a distance of 122.76 feet, to a point;

North 05° 08' 49" East, a distance of 537.59 feet, to a point;

South 85° 43' 48" East, a distance of 114.54 feet, to a point;

South 04° 16' 12" West, a distance of 537.53 feet, to the TRUE POINT OF BEGINNING, containing 1.464 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



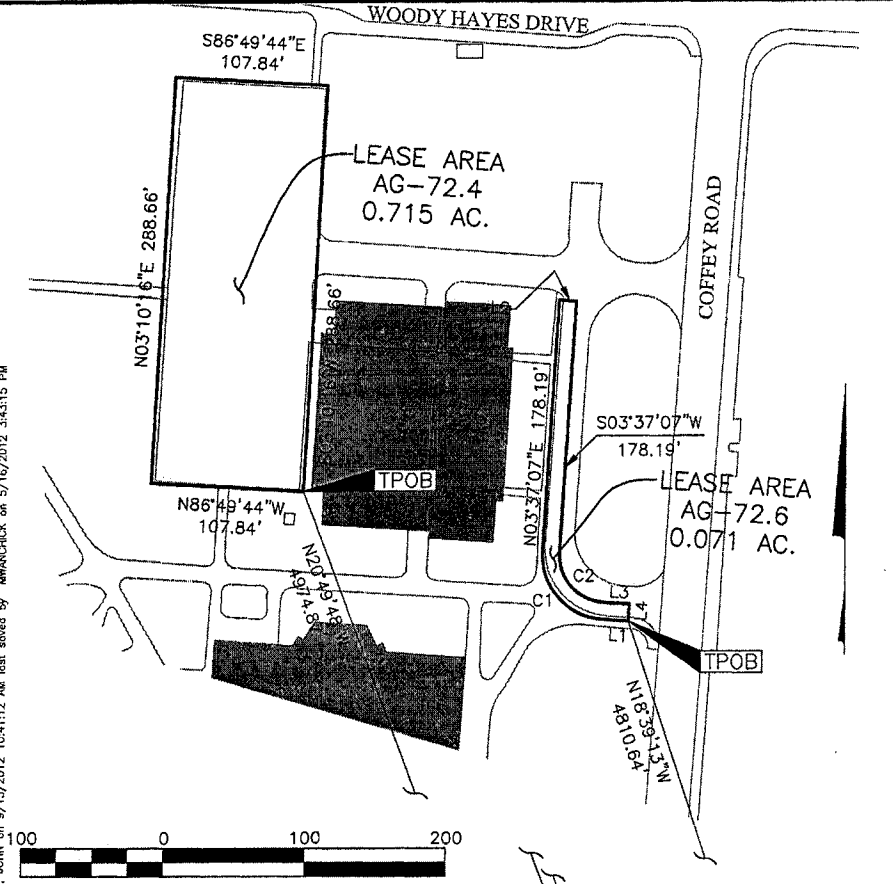
Evans, Machwart, Hambleton & Tibon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.275.4500 Fax: 614.275.3648
 emht.com

LEASE PARCELS AG-72.4 & AG-72.6
THE OHIO STATE UNIVERSITY
AGRICULTURAL CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

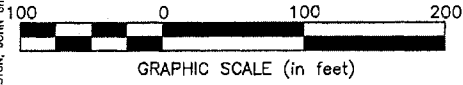
Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\DWG\04SHEETS\EXHIBITS\AGRICULTURAL_CAMPUS\20120463AG_09.DWG plotted by MASTON, JOHN on 9/15/2012 10:41:12 AM last saved by WHANOSICK on 5/16/2012 3:43:15 PM
 Xrefs: BUILDINGS.DWG & DRIVE1.DWG & 20120463_ALL.DWG



Line Table		
Line Number	Length	Direction
L1	18.67'	N86°25'28"W
L2	12.00'	S86°22'53"E
L3	18.67'	S86°25'28"E
L4	12.00'	S03°34'32"W

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°02'35"	45.00'	70.72'	N 41°24'10" W	63.66'
C2	90°02'35"	33.00'	51.86'	S 41°24'10" E	46.69'

LEASE PARCEL AG-72.4
0.715 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $20^{\circ} 49' 48''$ West, a distance of 4974.87 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $86^{\circ} 49' 44''$ West, a distance of 107.84 feet, to a point;

North $03^{\circ} 10' 16''$ East, a distance of 288.66 feet, to a point;

South $86^{\circ} 49' 44''$ East, a distance of 107.84 feet, to a point;

South $03^{\circ} 10' 16''$ West, a distance of 288.66 feet, to the TRUE POINT OF BEGINNING, containing 0.715 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL AG-72.6
0.071 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 18° 39' 13" West, a distance of 4810.64 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 25' 28" West, a distance of 18.67 feet, to a point of curvature;

With the arc of said curve to the right, having a central angle of 90° 02' 35", a radius of 45.00 feet, an arc length of 70.72 feet, a chord bearing of North 41° 24' 10" West, a chord distance of 63.66 feet to a point;

North 03° 37' 07" East, a distance of 178.19 feet, to a point;

South 86° 22' 53" East, a distance of 12.00 feet, to a point;

South 03° 37' 07" West, a distance of 178.19 feet, to a point of curvature;

With the arc of said curve to the left, having a central angle of 90° 02' 35", a radius of 33.00 feet, an arc length of 51.86 feet, a chord bearing of South 41° 24' 10" East, a chord distance of 46.69 feet to a point;

South 86° 25' 28" East, a distance of 18.67 feet, to a point;

South 03° 34' 32" West, a distance of 12.00 feet, to the TRUE POINT OF BEGINNING, containing 0.071 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5200 New Albany Road, Columbus, OH 43234
 Phone: 614.775.4500 Toll Free: 888.775.5648
 emht.com

LEASE PARCELS AG-72.8 & AG-72.9

THE OHIO STATE UNIVERSITY

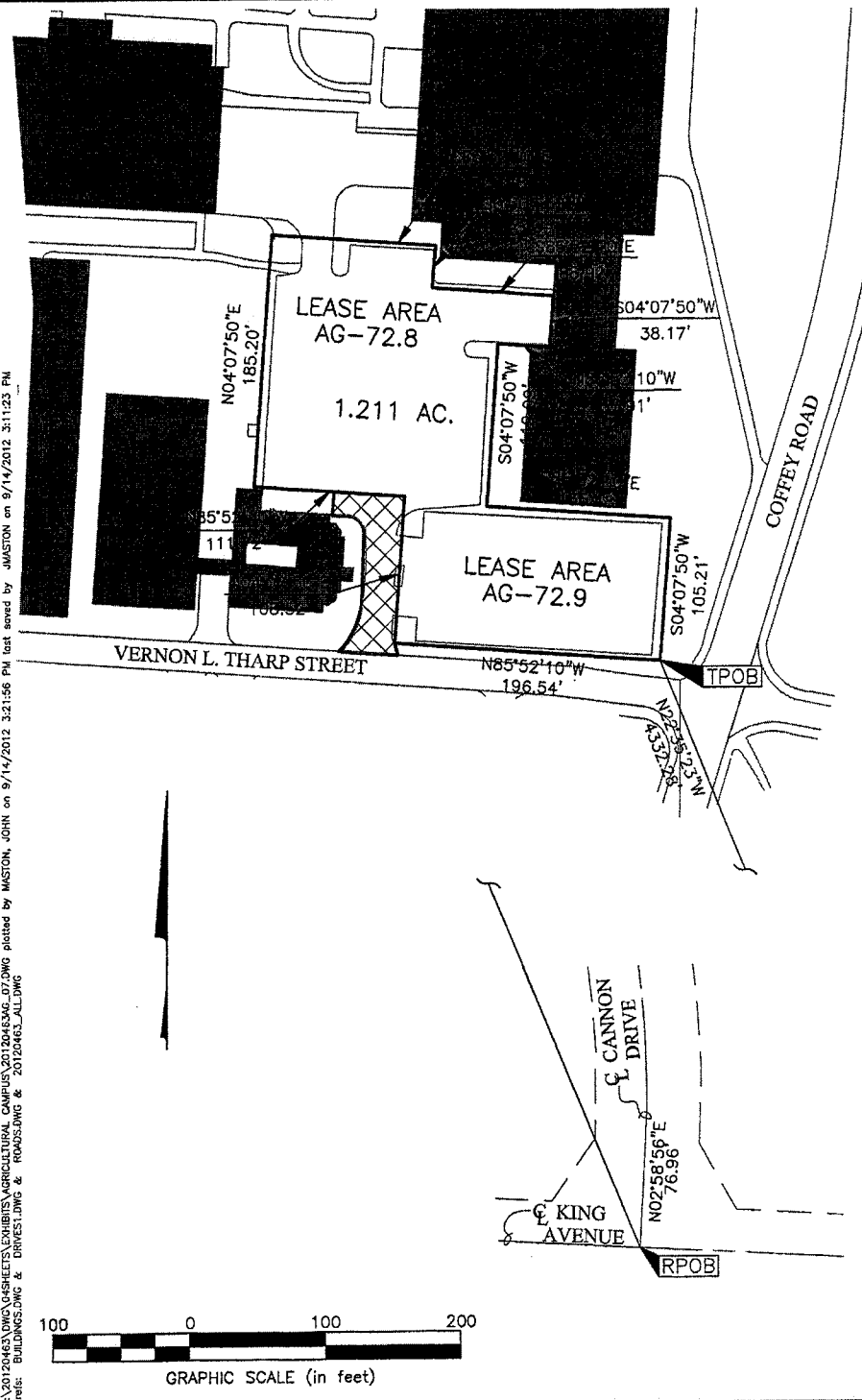
AGRICULTURAL CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Job No. 2012-0463

Scale: 1" = 100'



I:\2012\0463\DWG\CASHEETS\EXHIBITS\AGRICULTURAL CAMPUS\20120463\AG_07.DWG plotted by MASTON, JOHN on 9/14/2012 3:21:56 PM last saved by MASTON, JOHN on 9/14/2012 3:11:23 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463.LL.DWG

**LEASE PARCEL AG-72.8 & AG-72.9
1.211 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $22^{\circ} 35' 23''$ West, a distance of 4332.28 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $85^{\circ} 52' 10''$ West, a distance of 196.54 feet, to a point;

North $04^{\circ} 07' 50''$ East, a distance of 108.52 feet, to a point;

North $85^{\circ} 52' 10''$ West, a distance of 111.72 feet, to a point;

North $04^{\circ} 07' 50''$ East, a distance of 185.20 feet, to a point;

South $85^{\circ} 52' 10''$ East, a distance of 121.78 feet, to a point;

South $04^{\circ} 07' 50''$ West, a distance of 31.25 feet, to a point;

South $85^{\circ} 52' 10''$ East, a distance of 88.92 feet, to a point;

South $04^{\circ} 07' 50''$ West, a distance of 38.17 feet, to a point;

North $85^{\circ} 52' 10''$ West, a distance of 37.91 feet, to a point;

South $04^{\circ} 07' 50''$ West, a distance of 119.09 feet, to a point;

South $85^{\circ} 52' 10''$ East, a distance of 135.48 feet, to a point;

South $04^{\circ} 07' 50''$ West, a distance of 105.21 feet, to the TRUE POINT OF BEGINNING, containing 1.211 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



LEASE PARCELS AG-73.1, AG-73.2 & AG-73.3
THE OHIO STATE UNIVERSITY
AGRICULTURAL CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

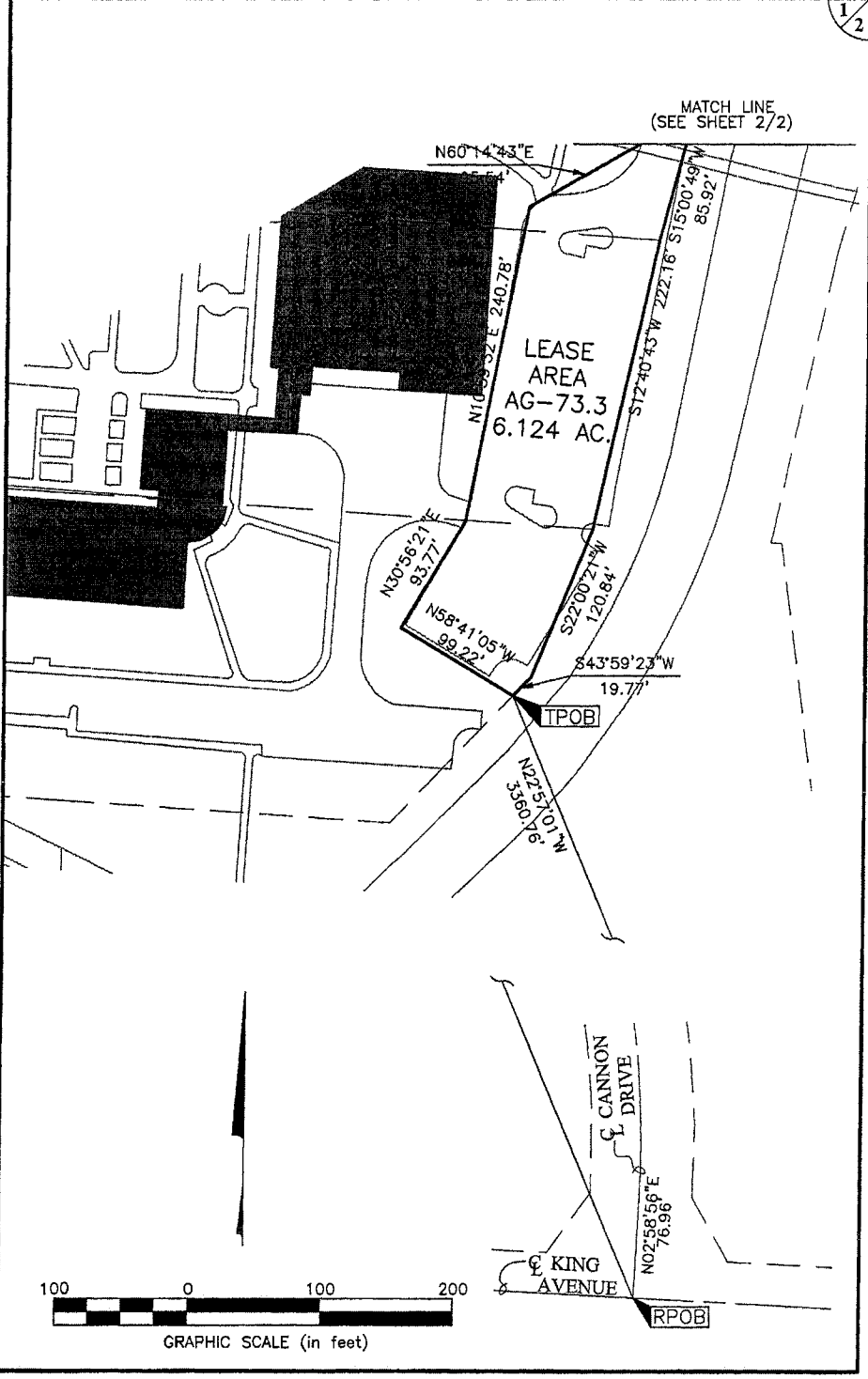
Date: April 10, 2012

Job No. 2012-0463

Scale: 1" = 100'

1/2

J:\2012\0463\DWG\04SHEETS\EXHIBITS\AGRICULTURAL_CAMPUS\20120463AG_04.DWG plotted by JHASTON on 9/17/2012 7:45:14 AM last saved by JHASTON on 9/15/2012 10:37:40 AM
XREFS: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG





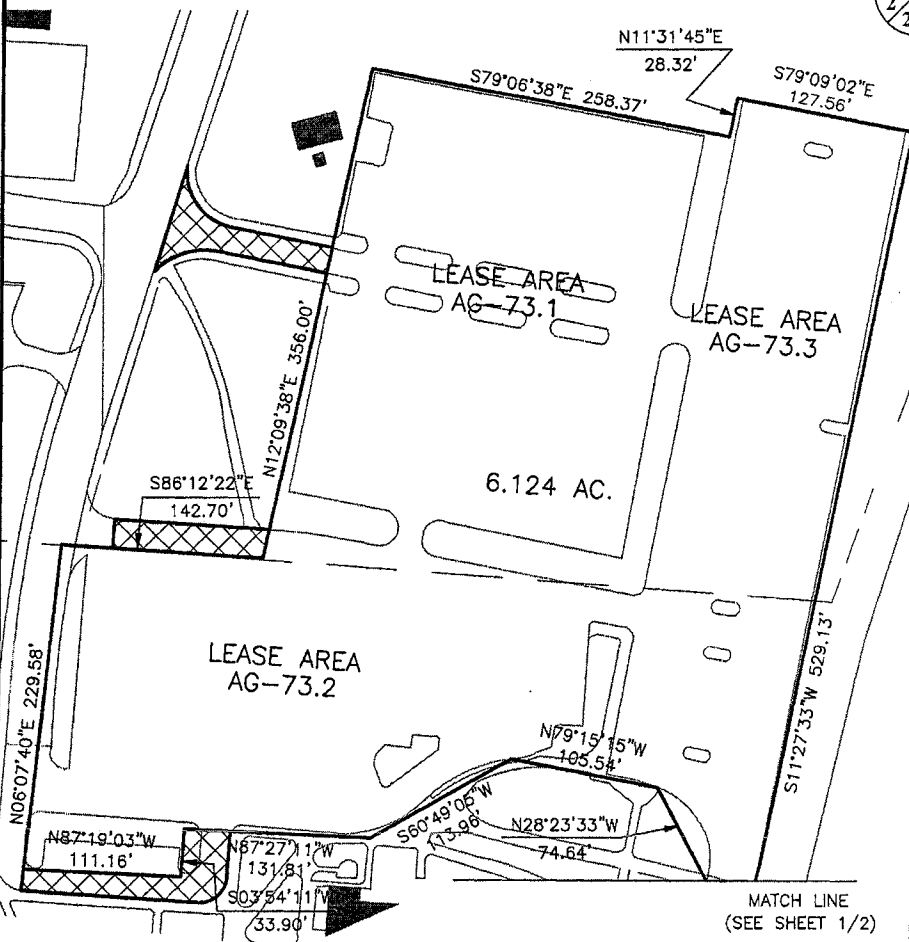
Evans, Meacham, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 550 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Fax: 614.775.2648
 emht.com

LEASE PARCELS AG-73.1, AG-73.2 & AG-73.3
THE OHIO STATE UNIVERSITY
AGRICULTURAL CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

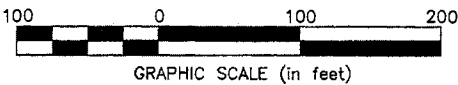
Date: April 10, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463.DWG\ASSETS\EXHIBITS\AGRICULTURAL_CAMPUS\20120463AG_04.DWG plotted by WASTON, JOHN on 9/15/2012 10:37:09 AM last saved by WASTON on 5/11/2012 10:58:32 AM
 sheets: BUILDINGS.DWG & UNVEST.DWG & ROADS.DWG & 20120463_ALL.DWG



**LEASE PARCEL AG-73.1, AG-73.2 & AG-73.3
6.124 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 22° 57' 01" West, a distance of 3360.76 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 58° 41' 05" West, a distance of 99.22 feet, to a point;

North 30° 56' 21" East, a distance of 93.77 feet, to a point;

North 10° 59' 32" East, a distance of 240.78 feet, to a point;

North 60° 14' 43" East, a distance of 95.54 feet, to a point;

North 28° 23' 33" West, a distance of 74.64 feet, to a point;

North 79° 15' 15" West, a distance of 105.54 feet, to a point;

South 60° 49' 05" West, a distance of 113.96 feet, to a point;

North 87° 27' 11" West, a distance of 131.81 feet, to a point;

South 03° 54' 11" West, a distance of 33.90 feet, to a point;

North 87° 19' 03" West, a distance of 111.16 feet, to a point;

North 06° 07' 40" East, a distance of 229.58 feet, to a point;

South 86° 12' 22" East, a distance of 142.70 feet, to a point;

North 12° 09' 38" East, a distance of 356.00 feet, to a point;

South 79° 06' 38" East, a distance of 258.37 feet, to a point;

North 11° 31' 45" East, a distance of 28.32 feet, to a point;

South 79° 09' 02" East, a distance of 127.56 feet, to a point;

South 11° 27' 33" West, a distance of 529.13 feet, to a point;

South 15° 00' 49" West, a distance of 85.92 feet to a point

South 12° 40' 43" West, a distance of 222.16 feet to a point;

South 22° 00' 21" West, a distance of 120.84 feet to a point;

South 43° 59' 23" West, a distance of 19.77 feet to the TRUE POINT OF BEGINNING, containing 6.124 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



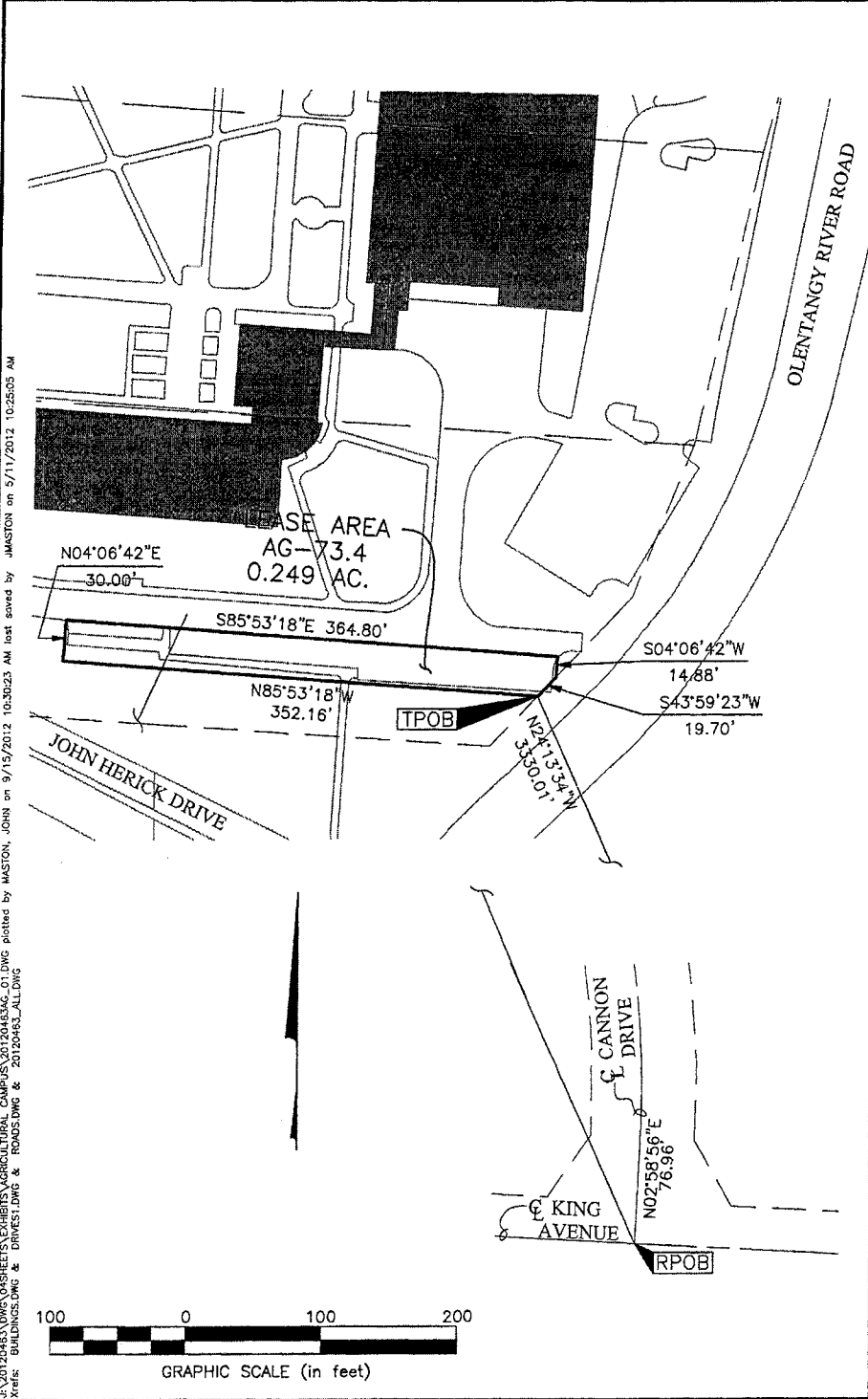
Evans, Mechwart, Hombelton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4520 Fax: 614.775.3445
 emht.com

LEASE PARCELS AG-73.4 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Job No. 2012-0463

Scale: 1" = 100'



I:\2012\0463\DWG\CADSET\SET\AGRICULTURAL_CAMPUS\2012\0463\2012_0463_01.DWG plotted by MASTON, JOHN on 9/13/2012 10:30:23 AM last saved by JMASTON on 5/11/2012 10:25:05 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 2012\0463_ALL.DWG

**LEASE PARCEL AG-73.4
0.249 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $24^{\circ} 13' 34''$ West, a distance of 3330.01 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $85^{\circ} 53' 18''$ West, a distance of 352.16 feet, to a point;

North $04^{\circ} 06' 42''$ East, a distance of 30.00 feet, to a point;

South $85^{\circ} 53' 18''$ East, a distance of 364.80 feet, to a point;

South $04^{\circ} 06' 42''$ West, a distance of 14.88 feet, to a point;

South $43^{\circ} 59' 23''$ West, a distance of 19.70 feet, to the TRUE POINT OF BEGINNING, containing 0.249 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



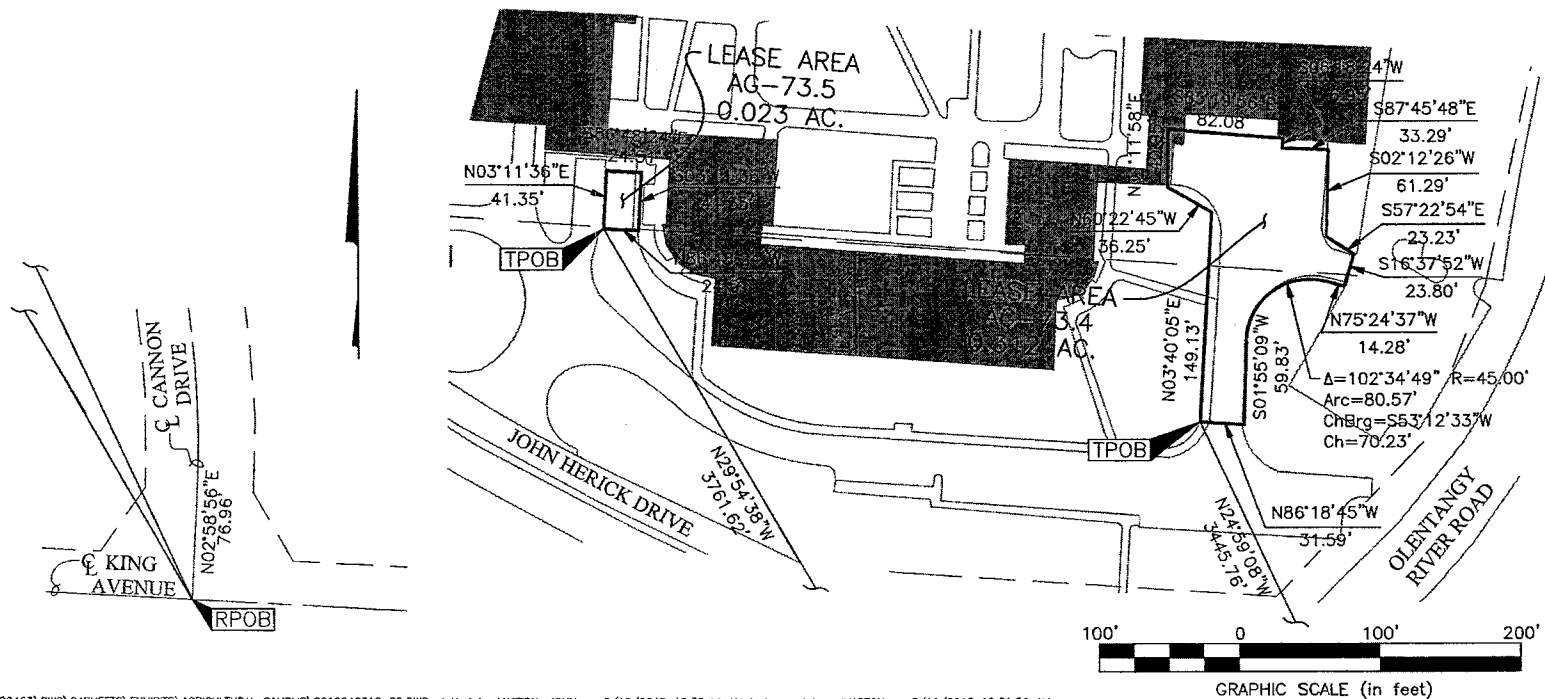
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCELS AG-73.4 & AG-73.5
THE OHIO STATE UNIVERSITY
AGRICULTURAL CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\AGRICULTURAL CAMPUS\20120463AC_02.DWG plotted by MASTON, JOHN on 9/15/2012 10:32:44 AM last saved by JMASTON on 5/11/2012 10:31:56 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL AG-73.5
0.023 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 29° 54' 38" West, a distance of 3761.62 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 11' 36" East, a distance of 41.35 feet, to a point;

South 86° 48' 24" East, a distance of 24.51 feet, to a point;

South 03° 11' 36" West, a distance of 41.35 feet, to a point;

North 86° 48' 24" West, a distance of 24.51 feet, to the TRUE POINT OF BEGINNING, containing 0.023 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL AG-73.4
0.312 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 24° 59' 08" West, a distance of 3445.76 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 40' 05" East, a distance of 149.13 feet, to a point;

North 60° 22' 45" West, a distance of 36.25 feet, to a point;

North 01° 11' 58" East, a distance of 40.95 feet, to a point;

South 85° 19' 56" East, a distance of 82.08 feet, to a point;

South 06° 18' 24" West, a distance of 6.95 feet, to a point;

South 87° 45' 48" East, a distance of 33.29 feet, to a point;

South 02° 12' 26" West, a distance of 61.29 feet, to a point;

South 57° 22' 54" East, a distance of 23.23 feet, to a point;

South 16° 37' 52" West, a distance of 23.80 feet, to a point;

North 75° 24' 37" West, a distance of 14.28 feet, to a point;

with the arc of said curve to the left, having a central angle of 102° 34' 49", a radius of 45.00 feet, an arc length of 80.57 feet, a chord bearing of South 53° 12' 33" West, a chord distance of 70.23 feet, to a point;

South 01° 55' 09" West, a distance of 59.83 feet, to a point;

North 86° 18' 45" West, a distance of 31.59 feet, to the TRUE POINT OF BEGINNING, containing 0.312 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Machwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.778.4500 Toll Free: 866.775.3648
 emht.com

LEASE PARCEL AG-73.5 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS

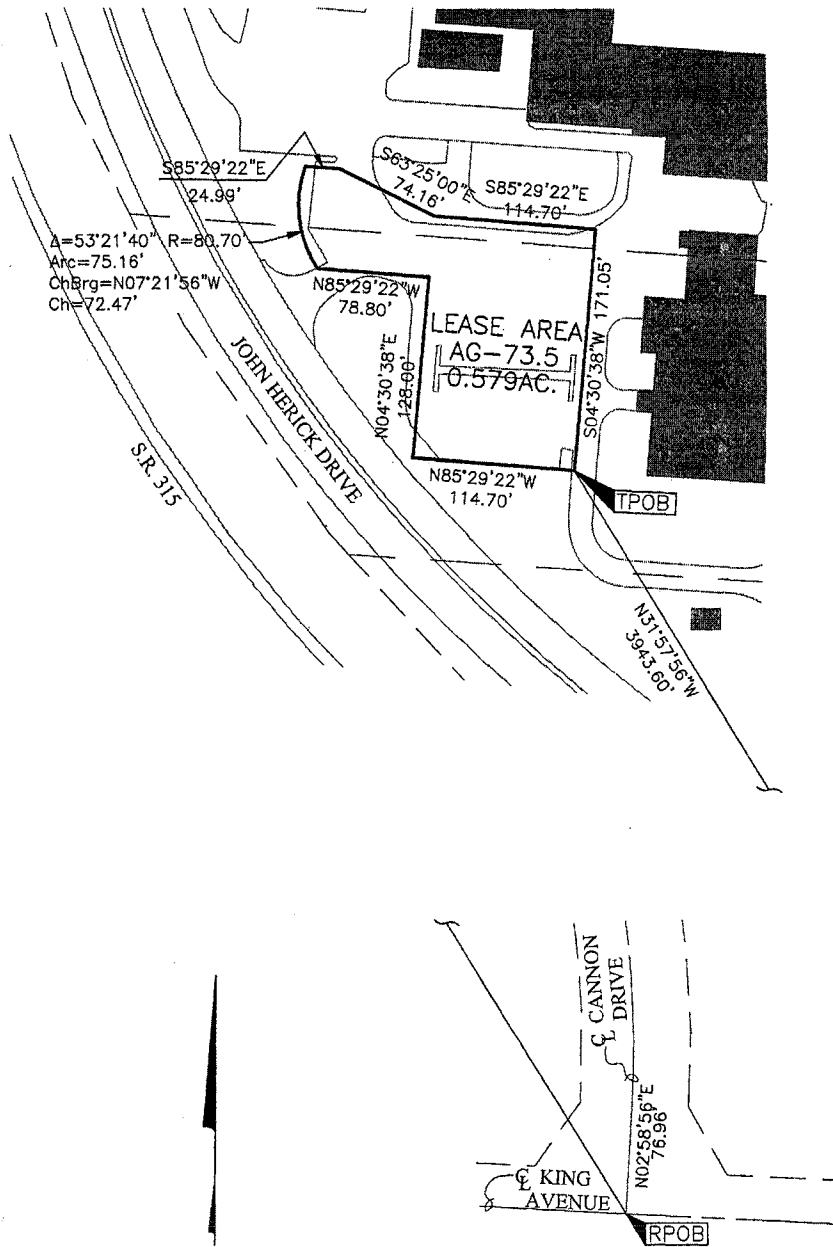
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Job No. 2012-0463

Scale: 1" = 100'

J:\2012\0463\DWG\ASHEETS\EXHIBITS\AGRICULTURAL_CAMPUS\20120463AC_03.DWG plotted by MASTON, JOHN on 9/15/2012 10:35:09 AM last saved by MASTON on 5/11/2012 10:51:36 AM
 Prefs: D:\DWGSET\DWG & DWGSET.DWG & RDMSC.DWG & 20120463_ALL.DWG



LEASE PARCEL AG-73.5
0.579 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 31° 57' 36" West, a distance of 3943.60 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 85° 29' 22" West, a distance of 114.70 feet, to a point;

North 04° 30' 38" East, a distance of 128.00 feet, to a point;

North 85° 29' 22" West, a distance of 78.80 feet, to a point on a curve;

With an arc of a curve to the right having a central angle of 53° 21' 40" a radius of 80.70 feet an arc length 75.16 feet whose chord bears North 07° 21' 56" West a chord distance of 72.47 feet to a point.

South 85° 29' 22" East, a distance of 24.99 feet, to a point;

South 63° 25' 00" East, a distance of 74.16 feet, to a point;

South 85° 29' 22" East, a distance of 114.70 feet, to a point;

South 04° 30' 38" West, a distance of 171.05 feet, to the TRUE POINT OF BEGINNING, containing 0.579 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwal, Hamilton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43064
 Phone: 614.775.4500 Toll Free: 888.779.8448
 emht.com

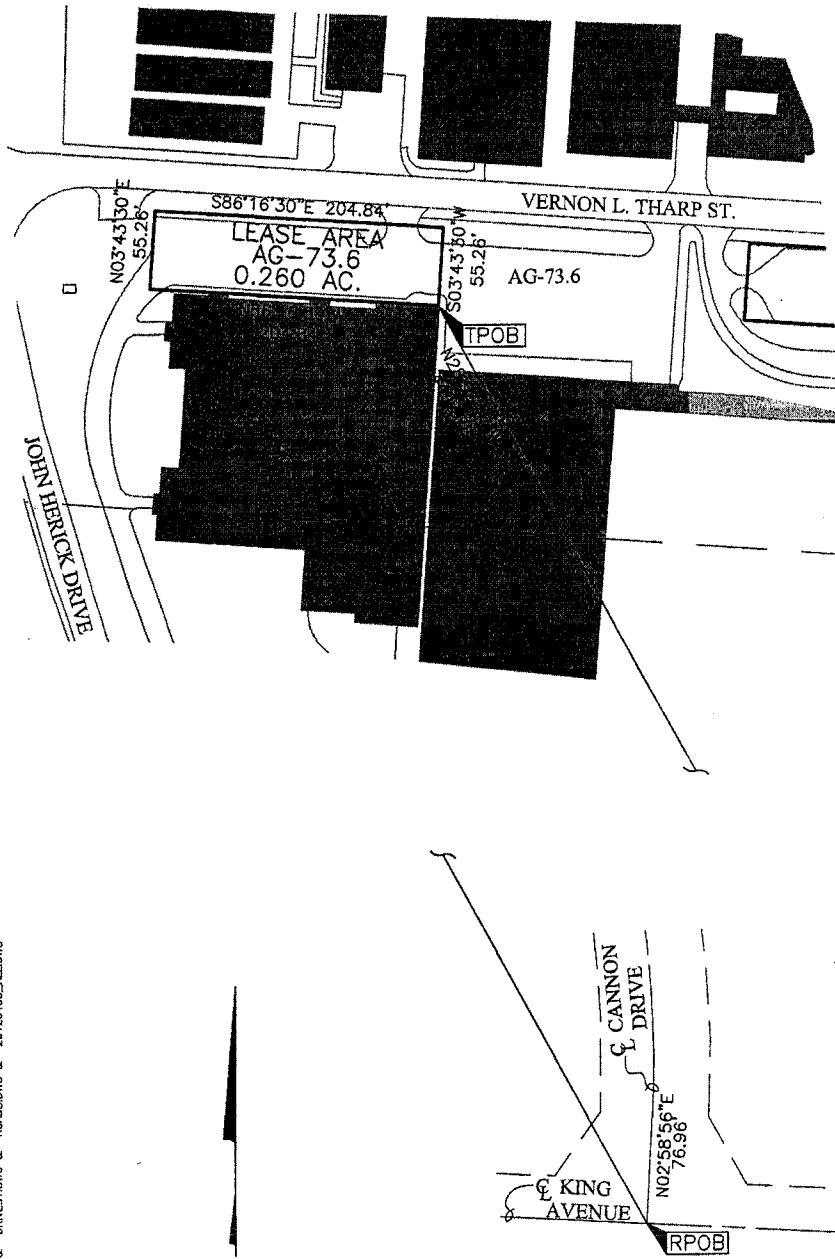
LEASE PARCEL AG-73.6 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Job No. 2012-0463

Scale: 1" = 100'



A:\2012\EST.DWG\05SHEETS\EXHIBITS\AGRICULTURAL_CAMPUS\A_20120463AG_05.DWG plotted by MASTON, JOHN on 9/14/2012 1:44:05 PM last saved by BNEER on 9/14/2012 1:40:24 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG



GRAPHIC SCALE (in feet)

LEASE PARCEL AG-73.6
0.260 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $28^{\circ} 53' 47''$ West, a distance of 4497.78 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $86^{\circ} 16' 30''$ West, a distance of 204.84 feet, to a point;

North $03^{\circ} 43' 30''$ East, a distance of 55.26 feet, to a point;

South $86^{\circ} 16' 30''$ East, a distance of 204.84 feet, to a point;

South $03^{\circ} 43' 30''$ West, a distance of 55.26 feet, to the TRUE POINT OF BEGINNING, containing 0.260 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4820 Toll Free: 888.775.2446
 emht.com

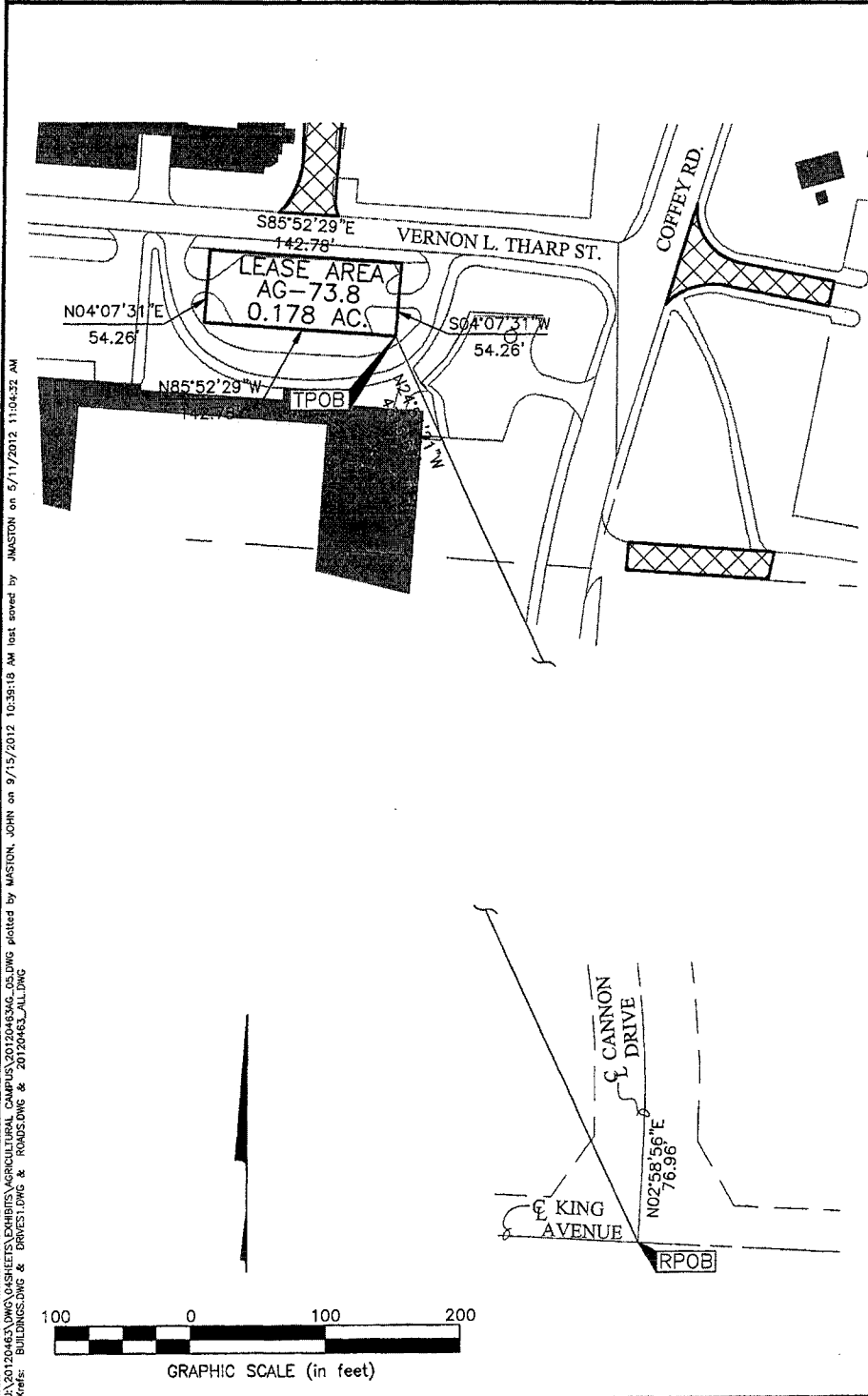
LEASE PARCELS AG-73.8 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Job No. 2012-0463

Scale: 1" = 100'



LEASE PARCEL AG-73.8
0.178 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $24^{\circ} 51' 21''$ West, a distance of 4315.67 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $85^{\circ} 52' 29''$ West, a distance of 142.78 feet, to a point;

North $04^{\circ} 07' 31''$ East, a distance of 54.26 feet, to a point;

South $85^{\circ} 52' 29''$ East, a distance of 142.78 feet, to a point;

South $04^{\circ} 07' 31''$ West, a distance of 54.26 feet, to the TRUE POINT OF BEGINNING, containing 0.178 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ervin, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Fax: 614.775.2648
 emht.com

LEASE PARCEL AG-91 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS

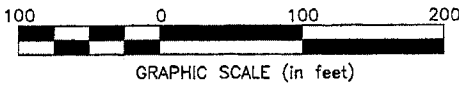
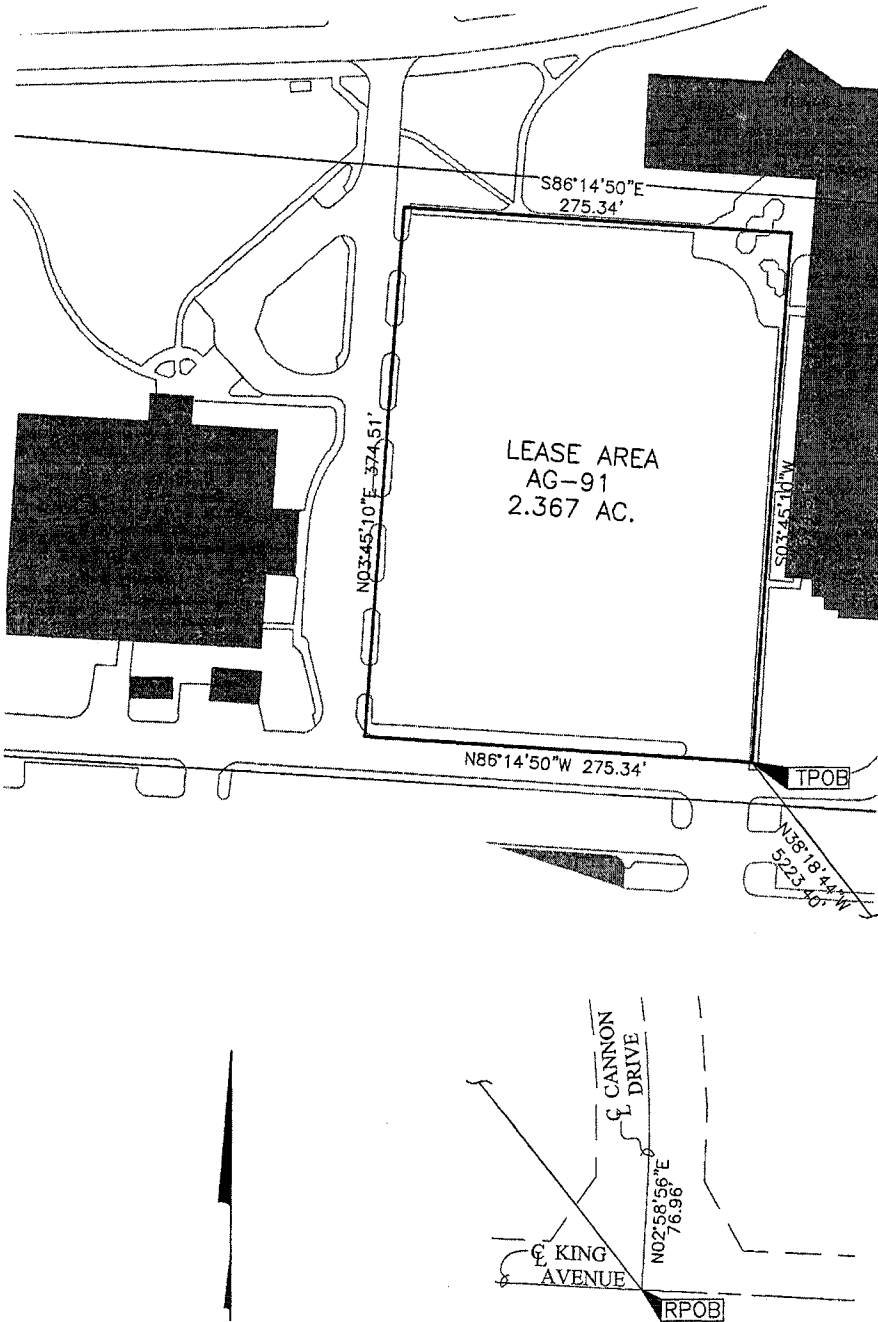
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'

I:\2012\0463\DWG\CASHEETS\CONSTRUCTION\CAMPUS\0120463\01.DWG plotted by MASTON, JOHN on 9/15/2012 11:12:39 AM last saved by JMASTON on 5/11/2012 12:36:15 PM
 Xref: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL AG-91
2.367 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 38° 18' 44" West, a distance of 5223.40 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 14' 50" West, a distance of 275.34 feet, to a point;

North 03° 45' 10" East, a distance of 374.51 feet, to a point;

South 86° 14' 50" East, a distance of 275.34 feet, to a point;

South 03° 45' 10" West, a distance of 374.51 feet, to the TRUE POINT OF BEGINNING, containing 2.367 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mischwitz, Hambleton & Blinn, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.275.4520 Fax: 614.275.2666
 emht.com

LEASE PARCEL AG-91 THE OHIO STATE UNIVERSITY AGRICULTURAL CAMPUS

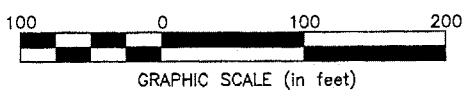
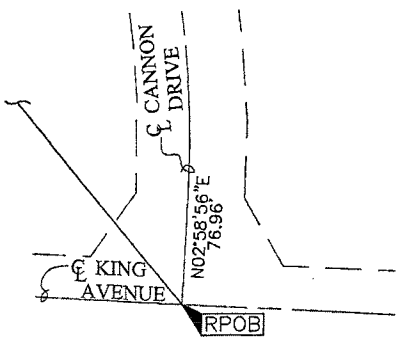
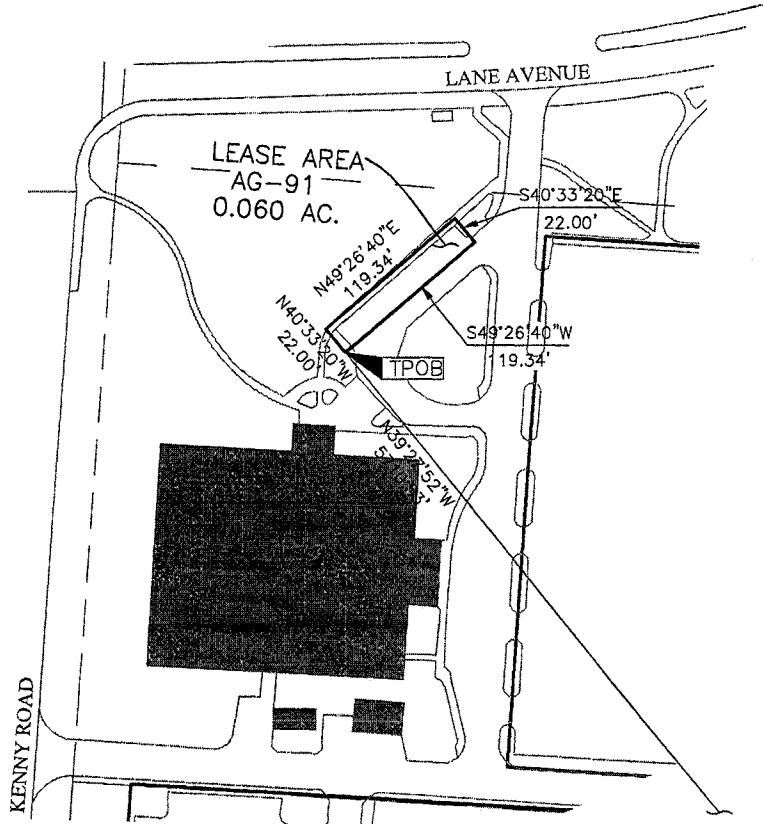
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'

US20120463.DWG: SHEETS: SURVEY: AGRICULTURAL CAMPUS: 031174EJMC_19.DWG plotted by MASTON, JOHN on 9/15/2012 11:14:14 AM last saved by JMASTON on 5/11/2012 12:45:22 PM
 Xrefs: BUILDINGS.DWG & BROWSE.DWG & 20120463_CALLINGS



LEASE PARCEL AG-91
0.060 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 39° 27' 52" West, a distance of 5710.53 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 40° 33' 20" West, a distance of 22.00 feet, to a point;

North 49° 26' 40" East, a distance of 119.34 feet, to a point;

South 40° 33' 20" East, a distance of 22.00 feet, to a point;

South 49° 26' 40" West, a distance of 119.34 feet, to the TRUE POINT OF BEGINNING, containing 0.060 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



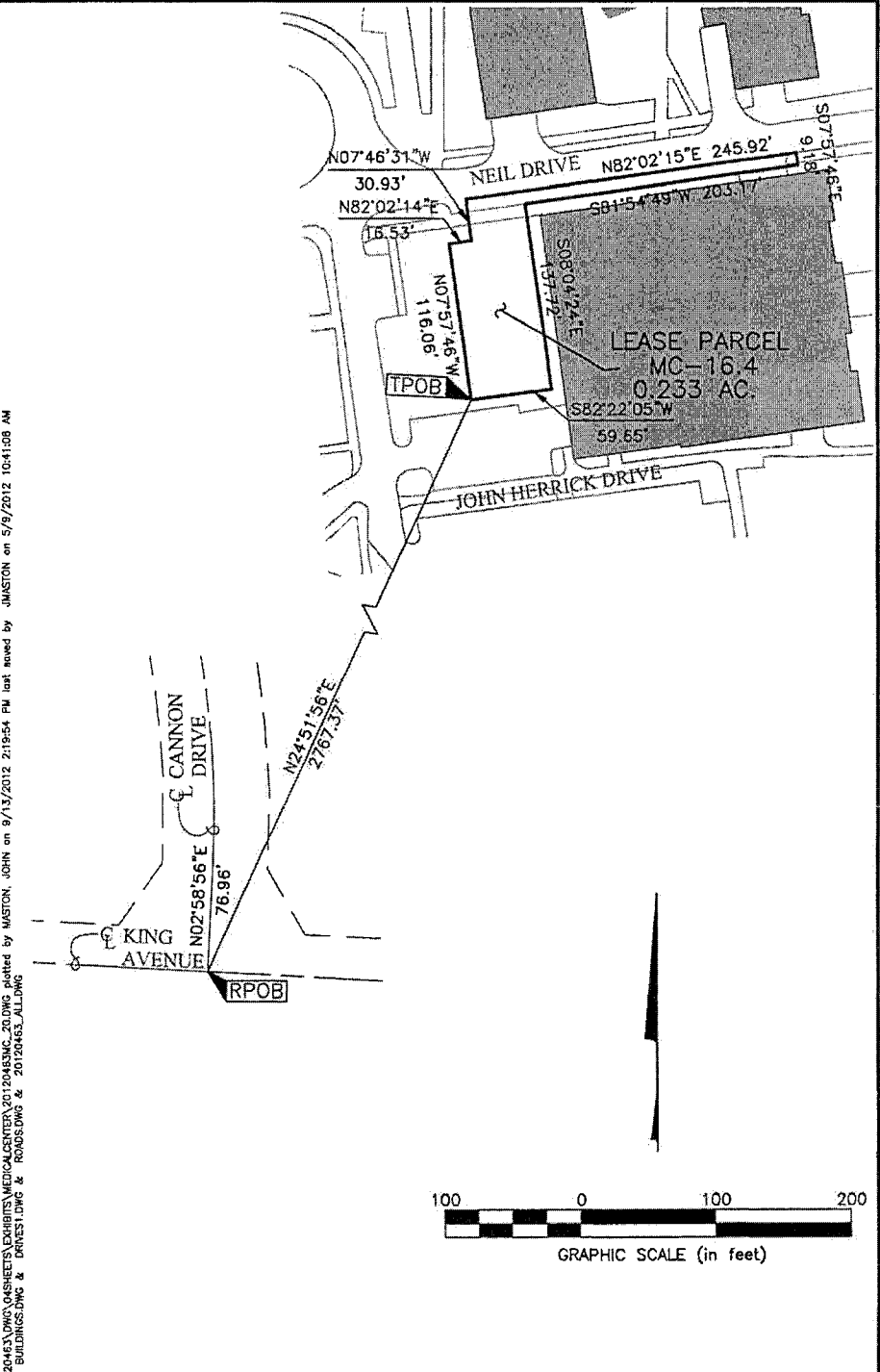
LEASE PARCEL MC-16.4

THE OHIO STATE UNIVERSITY

MEDICAL CENTER AREA

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012 Job No. 20120463 Scale: 1" = 100'



J:\20120463\DWG\GASHEETS\EXHIBITS\MEDICALCENTER\20120463MC_20.DWG plotted by MASTON, JOHN on 9/13/2012 2:19:54 PM last saved by JMASTON on 5/9/2012 10:41:08 AM
Title: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463.ALL.DWG

LEASE PARCEL MC-16.4
0.233 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 24° 51' 56" East, a distance of 2767.37 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 07° 57' 46" West, a distance of 116.06 feet, to a point;

North 82° 02' 14" East, a distance of 16.53 feet, to a point;

North 07° 46' 31" West, a distance of 30.93 feet, to a point;

North 82° 02' 15" East, a distance of 245.92 feet, to a point;

South 07° 57' 46" East, a distance of 9.18 feet, to a point;

South 81° 54' 49" West, a distance of 203.17 feet, to a point;

South 08° 04' 24" East, a distance of 137.72 feet, to a point;

South 82° 22' 05" West, a distance of 59.65 feet, to the TRUE POINT OF BEGINNING, containing 0.233 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL MC-54.2
0.337 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 04° 48' 26" West, a distance of 2598.07 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

South 84° 30' 39" West, a distance of 202.58 feet, to a point;

North 13° 33' 20" West, a distance of 46.50 feet to a point of curvature to the left;

with the arc of said curve to the left, having a central angle of 91° 10' 53", a radius of 13.24 feet, an arc length of 21.08 feet, a chord bearing and distance of North 59° 08' 47" West, 18.92 feet, to a point on a non-tangent line;

North 07° 34' 57" West, a distance of 27.88 feet, to a point;

North 84° 09' 06" East, a distance of 92.86 feet, to a point of curvature to the right;

with the arc of said curve to the right, having a central angle of 49° 29' 08", a radius of 130.41 feet, an arc length of 112.64 feet, a chord bearing and distance of South 71° 06' 20" East, 109.17 feet, to a point of tangency;

South 44° 38' 20" East, a distance of 52.39 feet, to the TRUE POINT OF BEGINNING, containing 0.337 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Elton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43064
 Phone: 614.776.4500 Fax: 614.776.2648
 emht.com

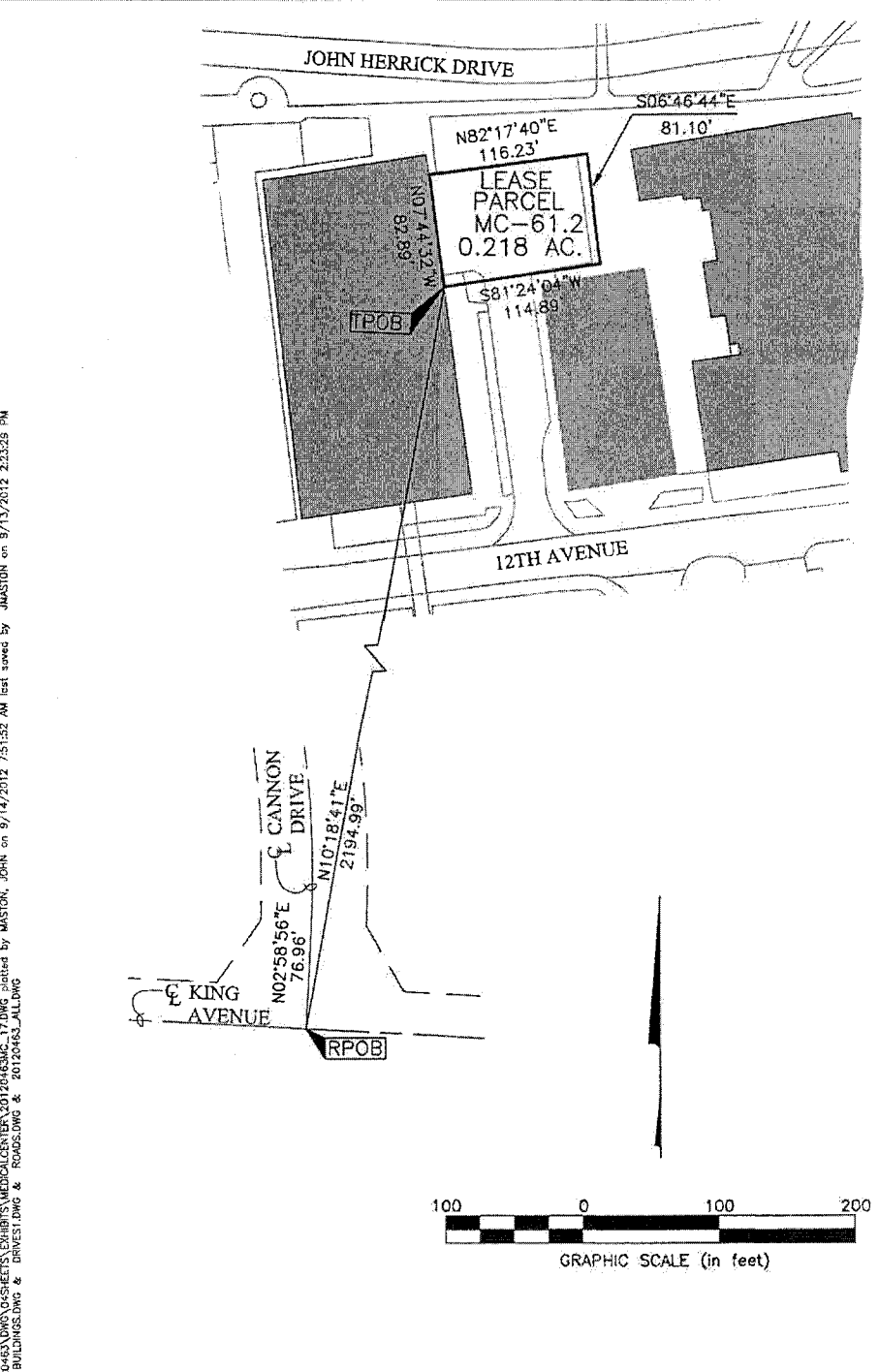
LEASE PARCEL MC-61.2 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Job No. 20120463

Scale: 1" = 100'



J:\20120463\DWG\03SHEETS\SUBMIT\MEDICAL CENTER\20120463MC_17.DWG - Edited by MAISTON, JOHN on 9/14/2012 7:51:52 AM last saved by JMAISTON on 9/13/2012 2:53:25 PM
 Desc: BUILDINGS.DWG & INVEST.DWG & 20120463_ALL.DWG

LEASE PARCEL MC-61.2
0.218 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 10° 18' 41" East, a distance of 2194.99 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 07° 54' 32" West, a distance of 82.89 feet, to a point;

North 82° 17' 40" East, a distance of 116.23 feet, to a point;

South 06° 46' 44" East, a distance of 81.10 feet, to a point;

South 81° 24' 04" West, a distance of 114.89 feet, to the TRUE POINT OF BEGINNING, containing 0.218 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

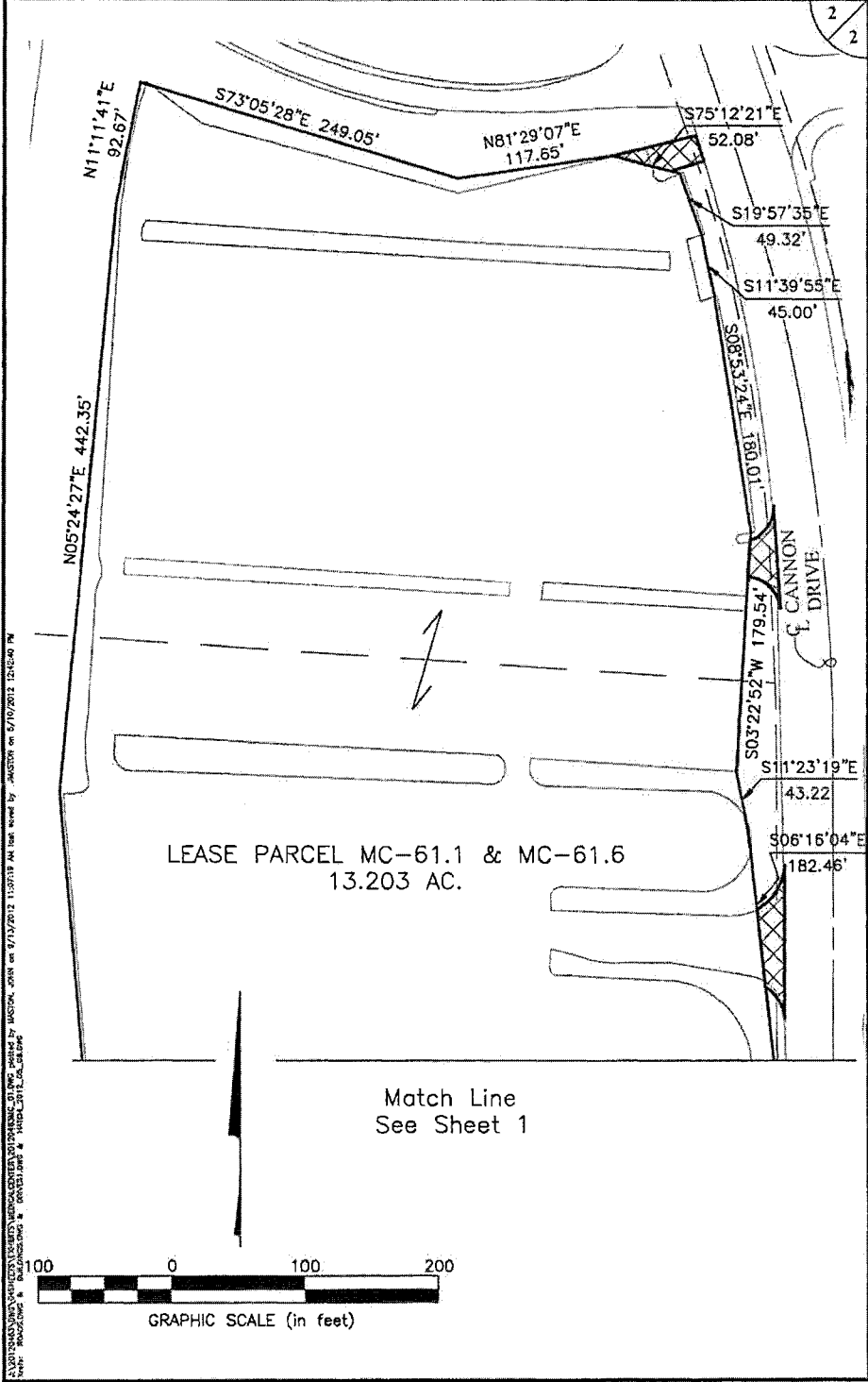


LEASE PARCEL MC-61.1 & MC-61.6
THE OHIO STATE UNIVERSITY
MEDICAL CENTER AREA
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 14, 2012

Job No. 2012-0463

Scale: 1" = 100'



ALSO TRANSFERRED TO THE UNIVERSITY OF MICHIGAN LIBRARY SYSTEMS ARCHIVAL COLLECTION 2012/08/16 BY MICHIGAN STATE UNIVERSITY LIBRARY SYSTEMS ARCHIVAL COLLECTION 2012/08/16

**LEASE PARCEL MC-61.1 AND MC-61.6
13.203 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 44°54'42" West, a distance of 982.76 feet to a point, the TRUE POINT OF BEGINNING;

Thence across Ohio State University Land, the following courses and distances:

North 04°47'02" West, a distance of 669.46 feet to a point;

North 05°24'27" East, a distance of 442.35 feet to a point;

North 11°11'41" East, a distance of 92.67 feet to a point;

South 73°05'28" East, a distance of 249.05 feet to a point;

North 81°29'07" East, a distance of 117.65 feet to a point;

South 75°12'21" East, a distance of 52.08 feet to a point;

South 19°57'35" East, a distance of 49.32 feet to a point;

South 11°39'55" East, a distance of 45.00 feet to a point;

South 08°53'24" East, a distance of 180.01 feet to a point;

South 03°22'52" West, a distance of 179.54 feet to a point;

South 11°23'19" East, a distance of 43.22 feet to a point;

South 06°16'04" East, a distance of 182.46 feet to a point;

South 00°26'50" West, a distance of 161.82 feet to a point;

South 03°49'19" East, a distance of 182.66 feet to a point;

South 09°22'03" East, a distance of 72.55 feet to a point;

South 30°54'43" West, a distance of 71.20 feet to a point;

North 87°48'20" West, a distance of 466.95 feet to THE TRUE POINT OF BEGINNING and containing 13.203 acres of land more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Fax: 614.775.3148
 emht.com

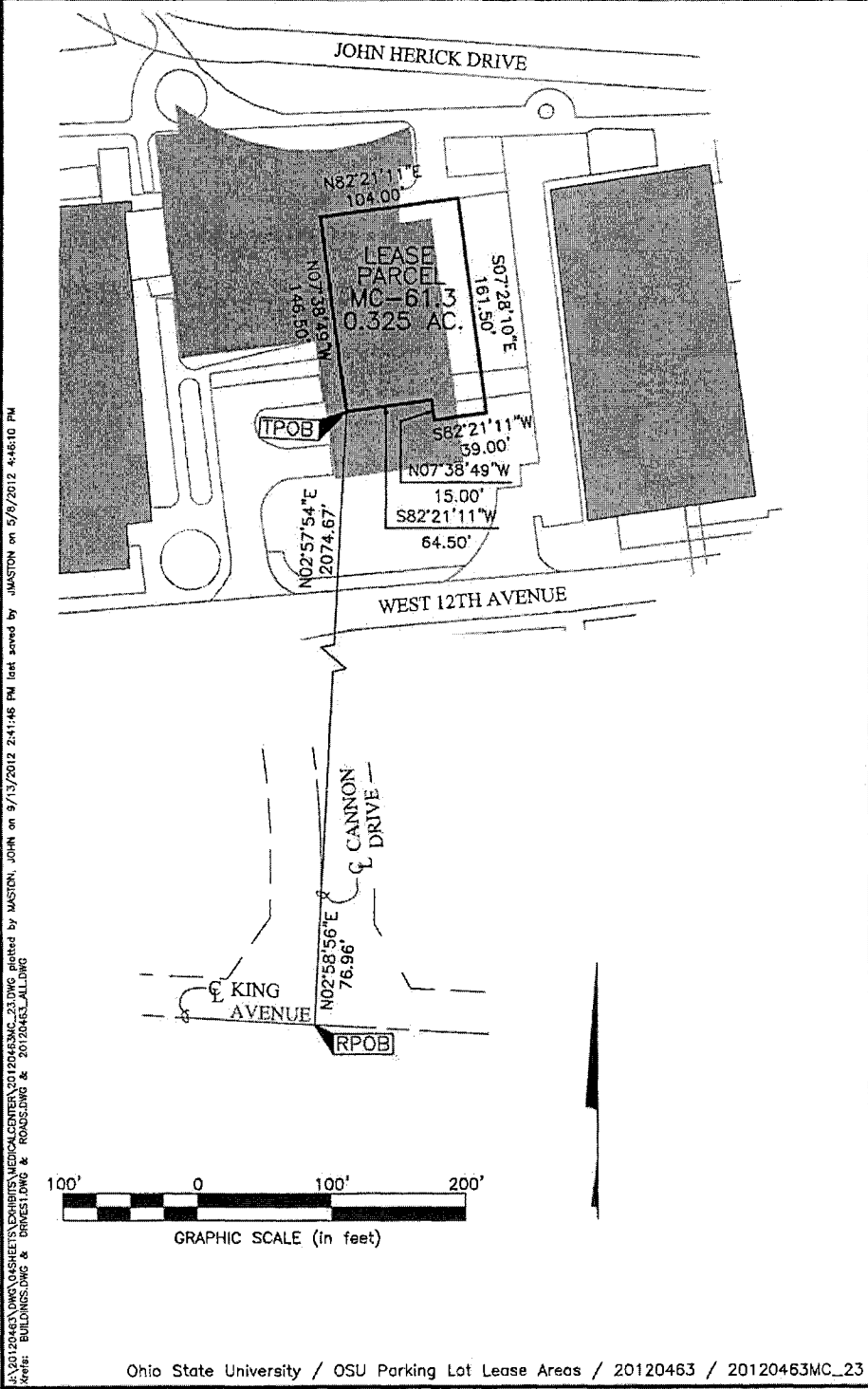
LEASE PARCEL MC-61.3 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Job No. 20120463

Scale: 1" = 100'



LEASE PARCEL MC-61.3
0.325 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 02° 57' 54" East, a distance of 2074.67 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 07° 38' 49" West, a distance of 146.50 feet, to a point;

North 82° 21' 11" East, a distance of 104.00 feet, to a point;

South 07° 28' 10" East, a distance of 161.50 feet, to a point;

South 82° 21' 11" West, a distance of 39.00 feet, to a point;

North 07° 38' 49" West, a distance of 15.00 feet, to a point;

South 82° 21' 11" West, a distance of 64.50 feet, to the TRUE POINT OF BEGINNING, containing 0.325 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

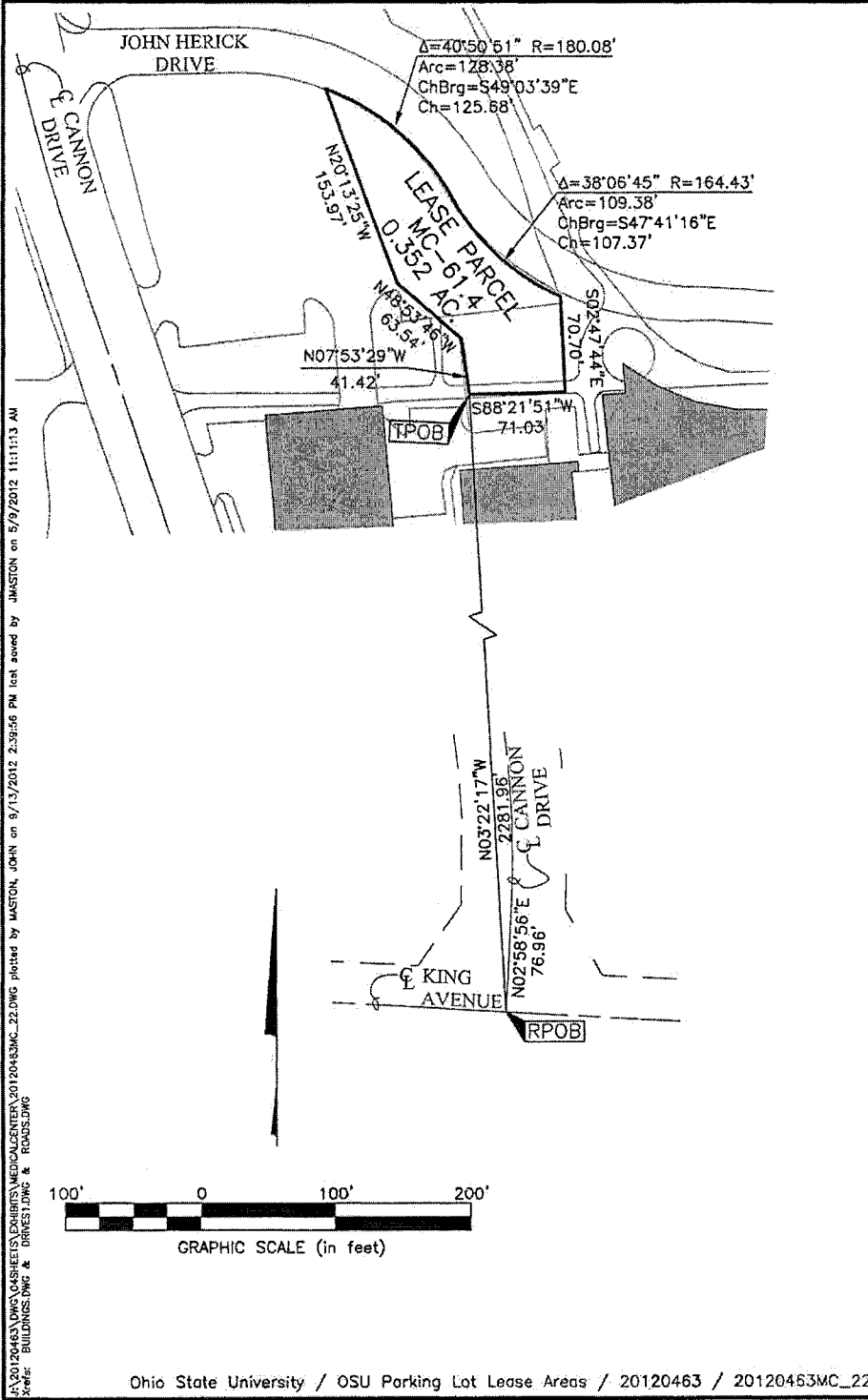


LEASE PARCEL MC-61.4 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Job No. 20120463

Scale: 1" = 100'



I:\2012\463\DATA\CADFILES\SURVEY\MEDICALCENTER\20120463MC_22.DWG plotted by JIMSTON, JOHN on 9/13/2012 2:39:56 PM last saved by JIMSTON, JOHN on 5/9/2012 11:11:13 AM
 Title: BUILDINGS.DWG & DRIVE.DWG & ROADS.DWG

LEASE PARCEL MC-61.4
0.352 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 03° 22' 17" West, a distance of 2281.96 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 07° 53' 29" West, a distance of 41.42 feet, to a point;

North 48° 53' 46" West, a distance of 63.54 feet, to a point;

North 20° 13' 25" West a distance of 153.97 feet to a point on a curve to the right;

with the arc of said curve to the right, having a central angle of 40° 50' 51", a radius of 180.08 feet, an arc length of 128.38 feet, a chord bearing and distance of South 49° 03' 39" East, 125.68 feet, to a point on a non-tangent curve to the left;

with the arc of said curve to the left, having a central angle of 38° 06' 45", a radius of 164.43 feet, an arc length of 109.38 feet, a chord bearing and distance of South 47° 41' 16" East, 107.37 feet, to a point on a non-tangent line;

South 02° 47' 44" East, a distance of 70.70 feet, to a point;

South 88° 21' 51" West, a distance of 71.03 feet, to the TRUE POINT OF BEGINNING, containing 0.352 acre, more or less.

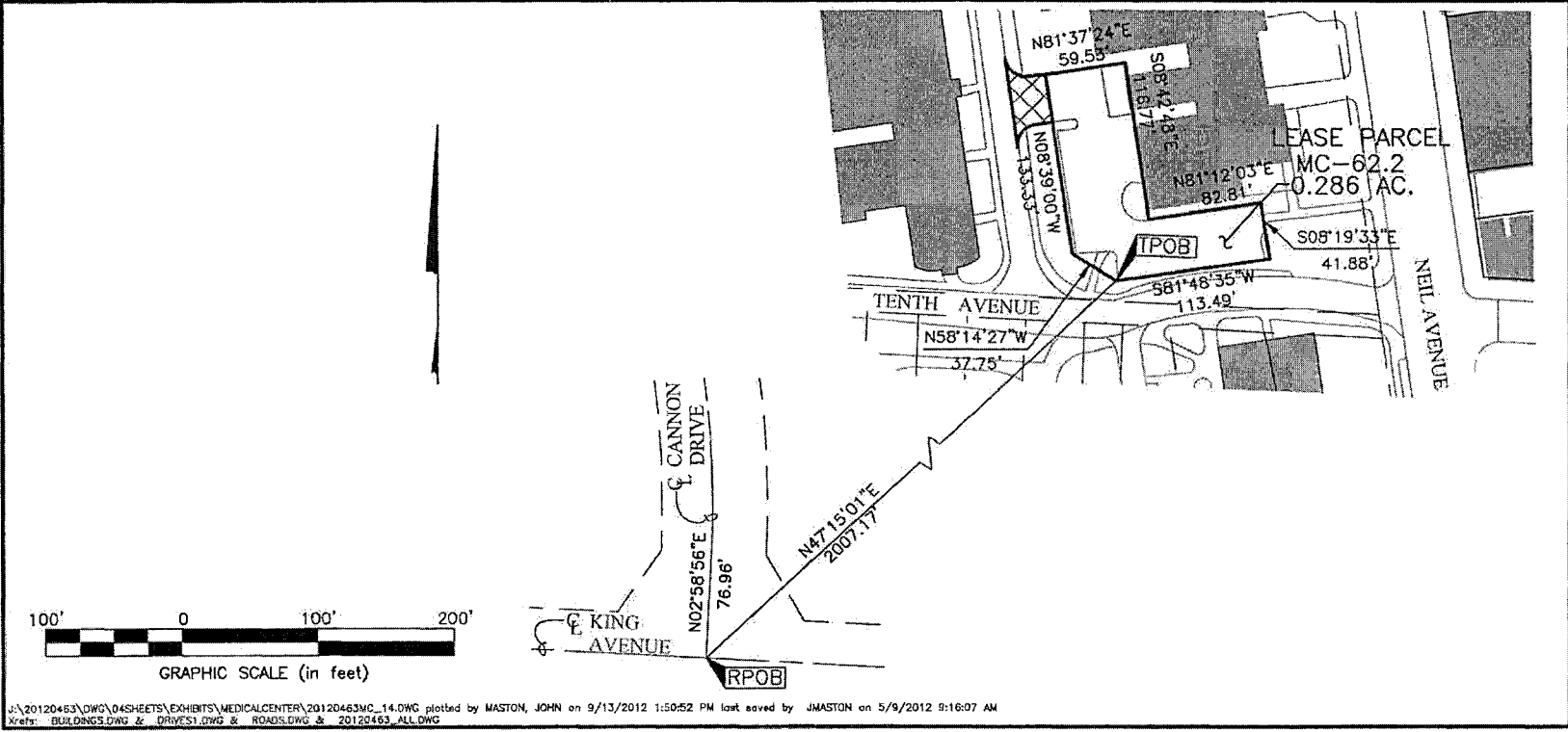
The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

EMHT
 Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL MC-62.2
THE OHIO STATE UNIVERSITY
MEDICAL CENTER AREA
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	March 21, 2012
Scale:	1" = 100'
Job No.	2012-0463



LEASE PARCEL MC-62.2
0.286 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 47° 15' 01" East, a distance of 2007.17 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 58° 14' 27" West, a distance of 37.75 feet, to a point;

North 08° 39' 00" West, a distance of 133.33 feet, to a point;

North 81° 37' 24" East, a distance of 59.53 feet, to a point;

South 08° 42' 48" East, a distance of 116.77 feet, to a point;

North 81° 12' 03" East, a distance of 82.81 feet, to a point;

South 08° 19' 33" East, a distance of 41.88 feet, to a point;

South 81° 48' 35" West, a distance of 113.49 feet, to the TRUE POINT OF BEGINNING, containing 0.286 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL MC-62.3
0.114 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 41° 37' 18" East, a distance of 1760.54 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 14' 09" East, a distance of 20.00 feet, to a point;

South 86° 45' 51" East, a distance of 248.74 feet, to a point;

South 03° 14' 09" West, a distance of 20.00 feet, to a point;

North 86° 45' 51" West, a distance of 248.74 feet, to the TRUE POINT OF BEGINNING, containing 0.114 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Titoh, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL MC-62.8 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA

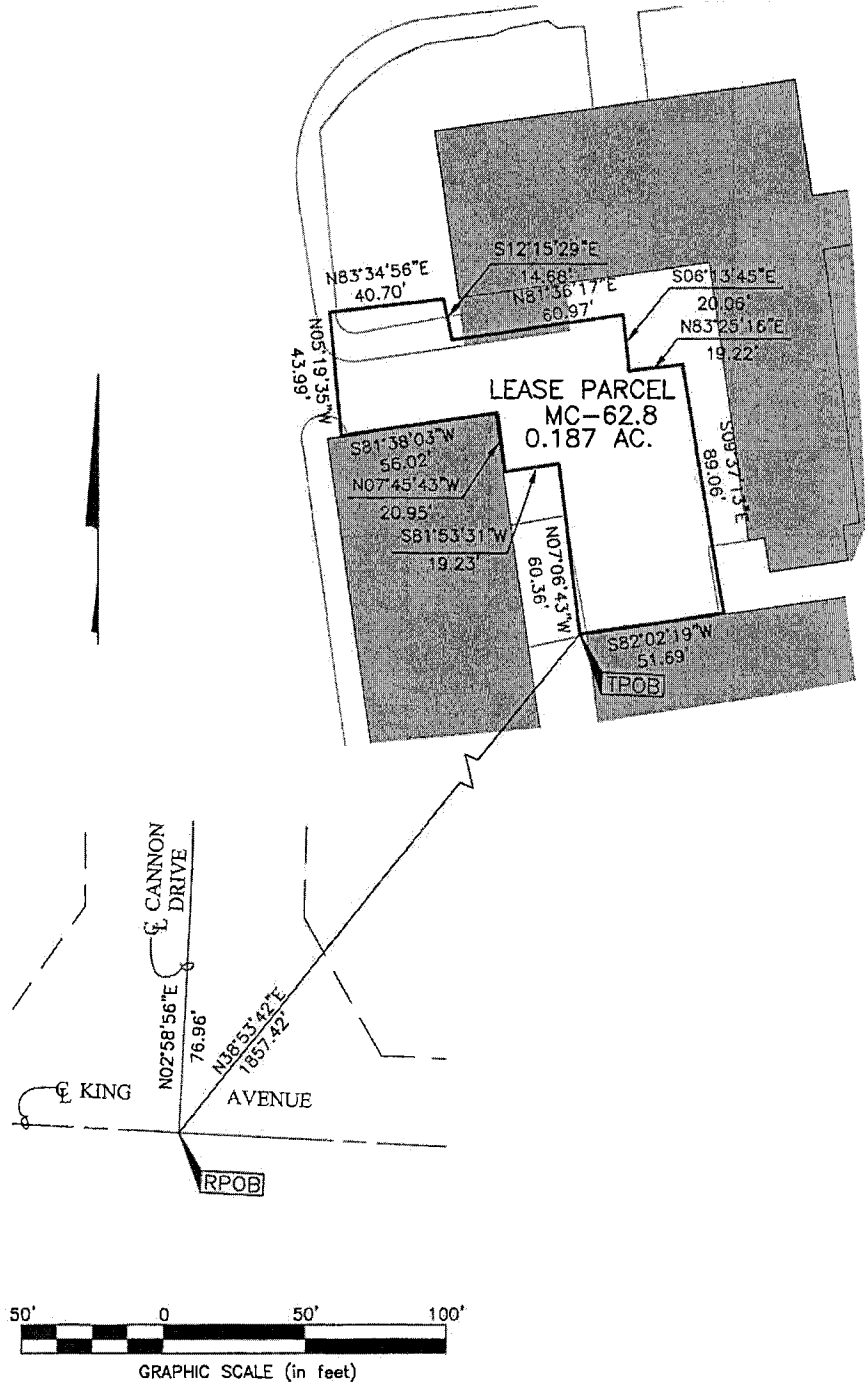
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Job No. 20120463

Scale: 1" = 50'

J:\20120463\DWG\04SHEETS\LEASES\MEDICALCENTER\20120463MC_15.DWG plotted by MASTON, JOHN on 9/13/2012 1:56:10 PM last saved by MASTON on 5/9/2012 9:29:42 AM
 Refer: BUILDINGS.DWG & DRIVES.DWG & 20120463_ALL.DWG



LEASE PARCEL MC-62.8
0.187 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 38° 53' 42" East, a distance of 1857.42 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 07° 06' 43" West, a distance of 60.36 feet, to a point;

South 81° 53' 31" West, a distance of 19.23 feet, to a point;

North 07° 45' 43" West, a distance of 20.95 feet, to a point;

South 81° 38' 03" West, a distance of 56.02 feet, to a point;

North 05° 19' 35" West, a distance of 43.99 feet, to a point;

North 83° 34' 56" East, a distance of 40.70 feet, to a point;

South 12° 15' 29" East, a distance of 14.68 feet, to a point;

North 81° 36' 17" East, a distance of 60.97 feet, to a point;

South 06° 13' 45" East, a distance of 20.06 feet, to a point;

North 83° 25' 16" East, a distance of 19.22 feet, to a point;

South 09° 37' 13" East, a distance of 89.06 feet, to a point;

South 82° 02' 19" West, a distance of 51.69 feet, to the TRUE POINT OF BEGINNING, containing 0.187 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Thon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43204
 Phone: 614.773.4600 Fax: 614.773.3448
 emht.com

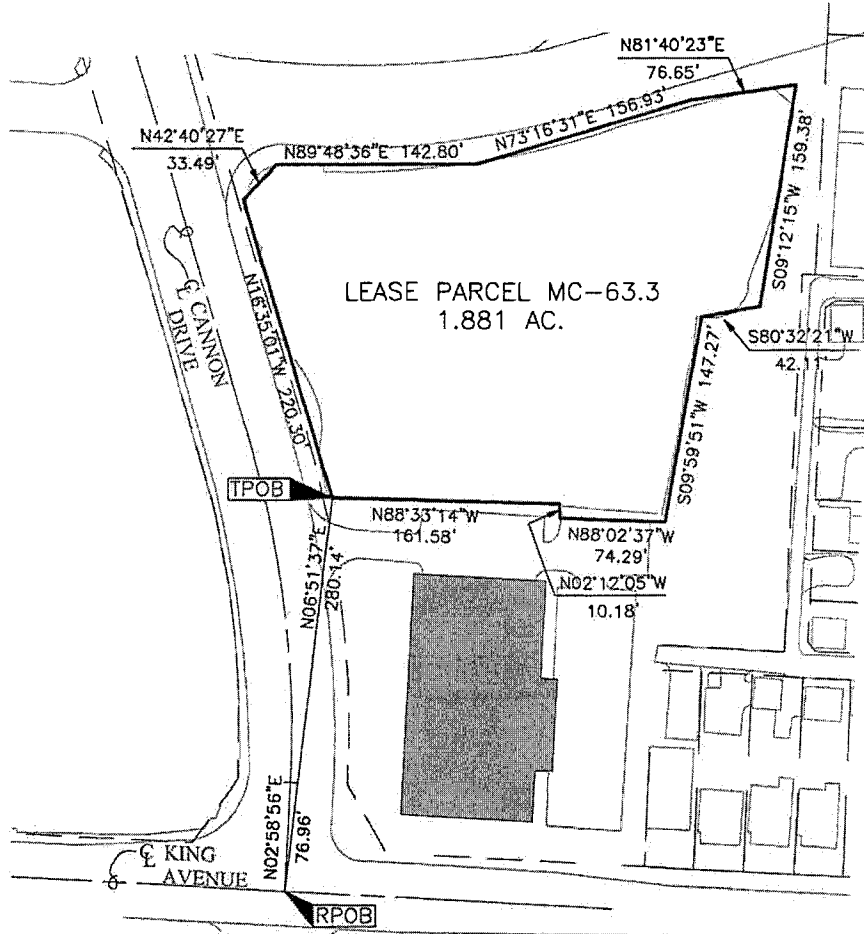
LEASE PARCEL MC-63.3 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



THIS DOCUMENT IS THE PROPERTY OF EVANS, MECHWART, HAMBLETON & THON, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND DATE SPECIFIED HEREON. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF EVANS, MECHWART, HAMBLETON & THON, INC. IS STRICTLY PROHIBITED. © 2012 EMHT, INC.



GRAPHIC SCALE (in feet)

**LEASE PARCEL MC-63.3
1.881 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 06° 51' 37" East, a distance of 280.14 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 16° 35' 01" West, a distance of 220.30 feet, to a point;

North 42° 40' 27" East, a distance of 33.49 feet, to a point;

North 89° 48' 36" East, a distance of 142.80 feet, to a point;

North 73° 16' 31" East, a distance of 156.93 feet, to a point;

North 81° 40' 23" East, a distance of 76.65 feet, to a point;

South 09° 12' 15" West, a distance of 159.38 feet, to a point;

South 80° 32' 21" West, a distance of 42.11 feet, to a point;

South 09° 59' 51" West, a distance of 147.27 feet, to a point;

North 88° 02' 37" West, a distance of 74.29 feet, to a point;

North 02° 12' 05" West, a distance of 10.18 feet, to a point;

North 88° 33' 14" West, a distance of 161.58 feet, to the TRUE POINT OF BEGINNING, containing 1.881 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



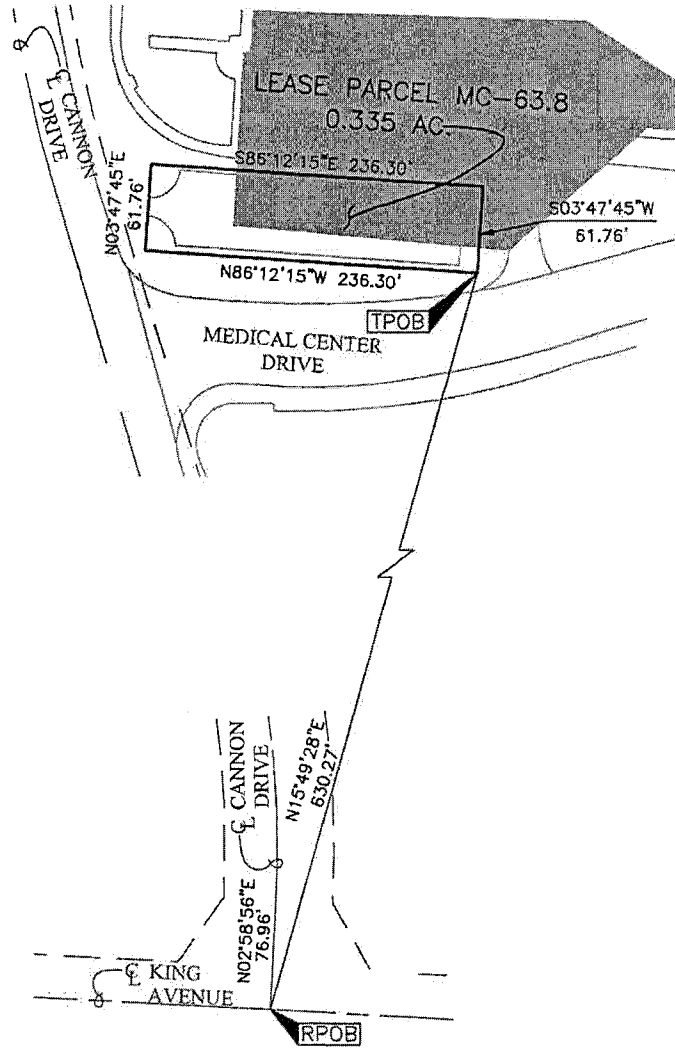
Evans, Meckwell, Hamilton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5900 New Albany Road, Columbus, OH 43254
 Phone: 614.278.4500 Toll Free: 888.775.5648
 emht.com

LEASE PARCEL MC-63.8 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 14, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\DWG\CASHIERS\DWG\CENTER\20120463MC_03.DWG plotted by MASTON, JOHN on 9/13/2012 11:14:08 AM last saved by MASTON on 5/9/2012 5:02:50 PM
 Date: BUILDING.DWG & DRIVE.DWG & ROSS.DWG & 20120463.LONG



GRAPHIC SCALE (in feet)

LEASE PARCEL MC-63.8
0.335 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 15° 49' 28" East, a distance of 630.27 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 12' 15" West, a distance of 236.30 feet, to a point;

North 03° 47' 45" East, a distance of 61.76 feet, to a point;

South 86° 12' 15" East, a distance of 236.30 feet, to a point;

South 03° 47' 45" West, a distance of 61.76 feet, to the TRUE POINT OF BEGINNING, containing 0.335 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Meacham, Hombelton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43204
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

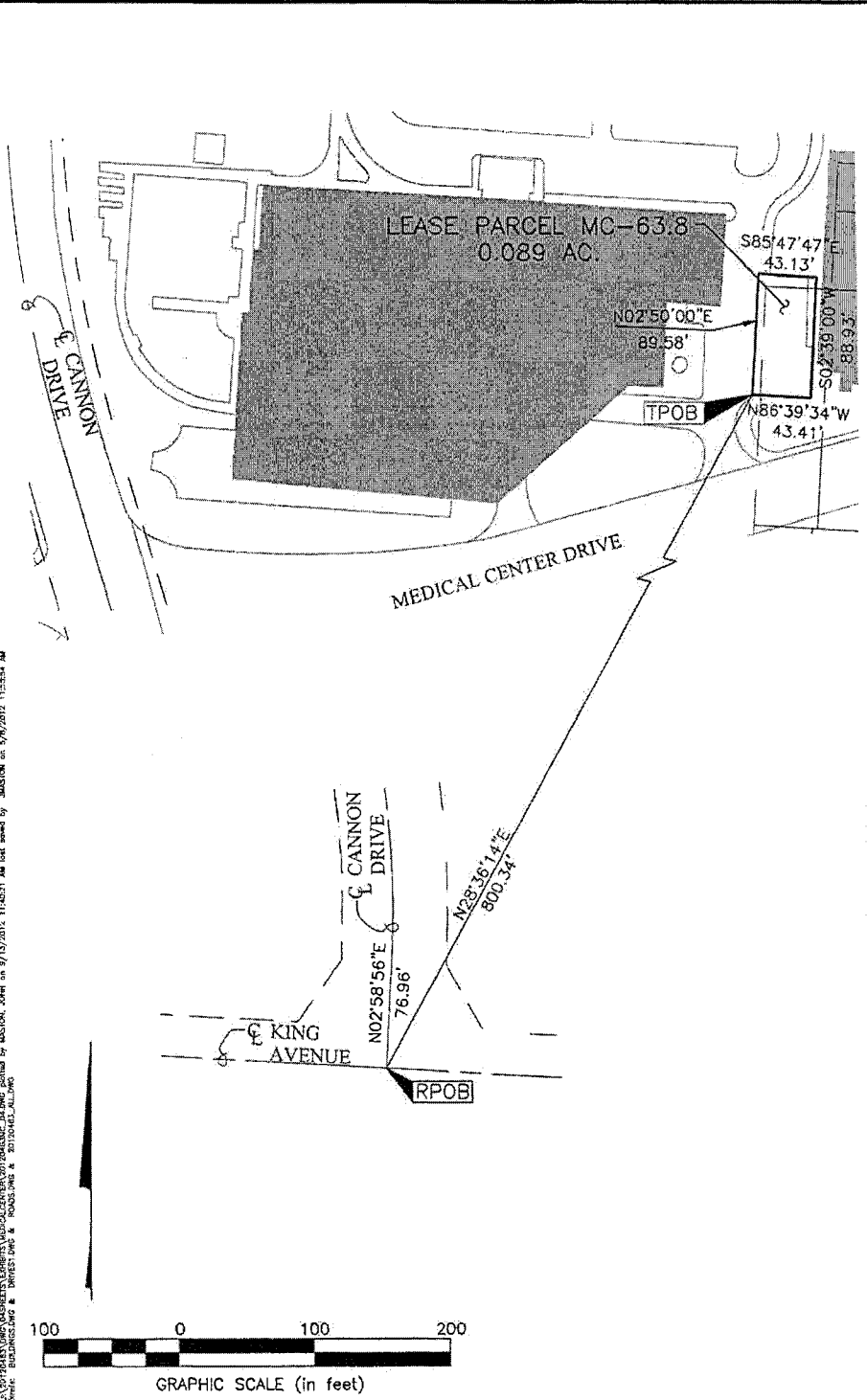
LEASE PARCEL MC-63.8 THE OHIO STATE UNIVERSITY MEDICAL CENTER AREA

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 14, 2012

Job No. 2012-0463

Scale: 1" = 100'



20120314.DWG (C:\Users\johnd\OneDrive\Documents\2012\20120314.DWG) plotted by MASON on 3/15/2012 11:40:21 AM last saved by MASON on 3/15/2012 11:25:41 AM
 PLOT: 20120314.DWG & PLOTSET: 20120314.DWG

LEASE PARCEL MC-63.8
0.089 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 28° 36' 14" East, a distance of 800.34 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 02° 50' 00" East, a distance of 89.58 feet, to a point;

South 85° 47' 47" East, a distance of 43.13 feet, to a point;

South 02° 39' 00" West, a distance of 88.93 feet, to a point;

North 86° 39' 34" West, a distance of 43.41 feet, to the TRUE POINT OF BEGINNING, containing 0.089 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



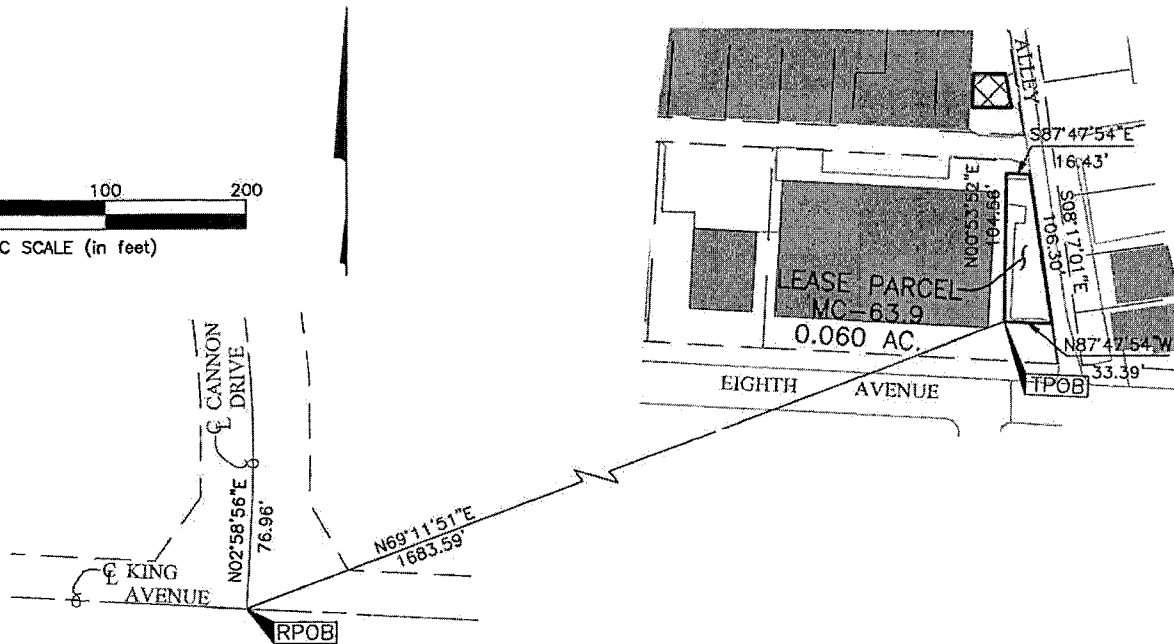
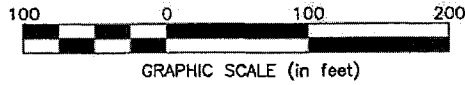
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL MC-63.9
THE OHIO STATE UNIVERSITY
MEDICAL CENTER AREA
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Scale: 1" = 100'

Job No. 2012-0463



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY DATE 03/13/2012 15:25:15 PM PER FOIA BY 60320/UCBA/MLC

LEASE PARCEL MC-63.9
0.060 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 69° 11' 51" East, a distance of 1683.59 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 00° 53' 52" East, a distance of 104.56 feet, to a point;

South 87° 47' 54" East, a distance of 16.43 feet, to a point;

South 08° 17' 01" East, a distance of 106.30 feet, to a point;

North 87° 47' 54" West, a distance of 33.39 feet, to the TRUE POINT OF BEGINNING, containing 0.060 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL MC-63.9
0.047 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 64° 02' 40" East, a distance of 1597.01 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 02° 15' 33" East, a distance of 20.56 feet, to a point;

South 86° 49' 22" East, a distance of 102.16 feet, to a point;

South 01° 49' 33" West, a distance of 19.73 feet, to a point;

North 87° 17' 27" West, a distance of 102.30 feet, to the TRUE POINT OF BEGINNING, containing 0.047 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL MC-64.1
0.180 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 86° 03' 54" East, a distance of 1571.29 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 02° 58' 50" East, a distance of 82.14 feet, to a point;

South 86° 33' 09" East, a distance of 95.99 feet, to a point;

South 02° 58' 50" West, a distance of 80.79 feet, to a point;

North 87° 21' 23" West, a distance of 95.99 feet, to the TRUE POINT OF BEGINNING, containing 0.180 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL MC-64.2
0.474 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 84° 41' 48" East, a distance of 1367.27 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 00' 59" East, a distance of 165.29 feet, to a point;

South 86° 59' 01" East, a distance of 124.92 feet, to a point;

South 03° 00' 59" West, a distance of 165.29 feet, to a point;

North 86° 59' 01" West, a distance of 124.92 feet, to the TRUE POINT OF BEGINNING, containing 0.474 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tison, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 866.775.3448
 emht.com

LEASE PARCEL NC-11.1 & NC-13.2 THE OHIO STATE UNIVERSITY NORTH CAMPUS

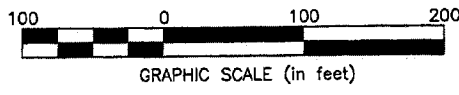
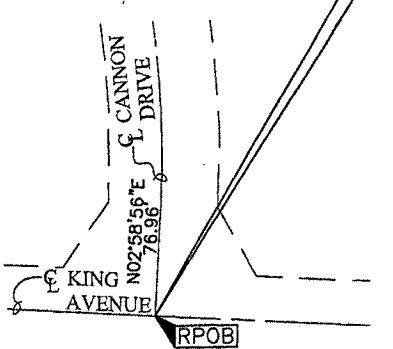
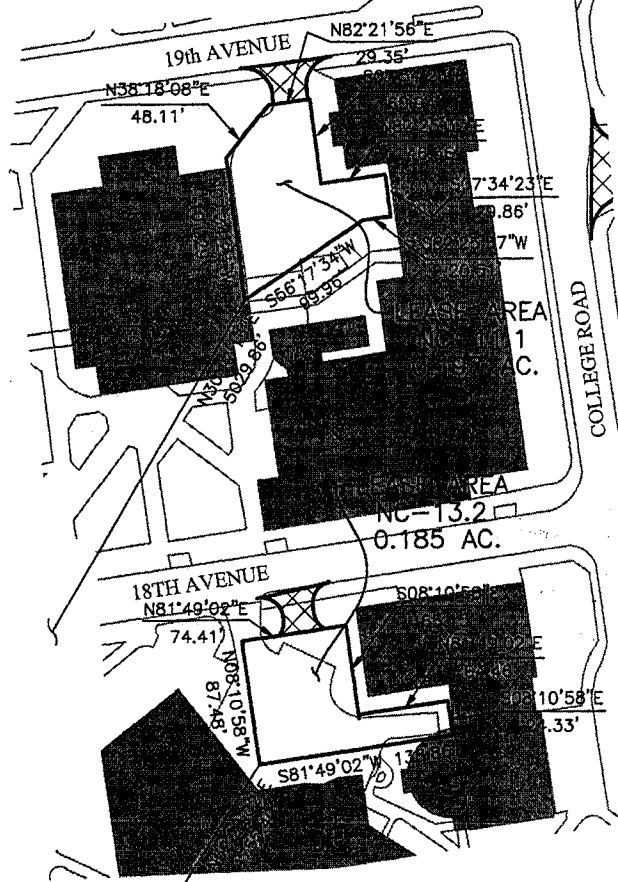
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'

I:\2012\0463\DWG\ASHEETS\EXHIBITS\NORTH CAMPUS\20120463\NC 20.DWG created by JMASTON, JDNH on 9/14/2012 4:28:42 PM last saved by JMASTON on 5/18/2012 10:52:10 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL NC-13.2
0.185 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 32° 23' 02" East, a distance of 4755.40 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 10' 58" West, a distance of 87.48 feet, to a point;

North 81° 49' 02" East, a distance of 74.41 feet, to a point;

South 08° 10' 58" East, a distance of 63.15 feet, to a point;

North 81° 49' 02" East, a distance of 64.46 feet, to a point;

South 08° 10' 58" East, a distance of 24.33 feet, to a point;

South 81° 49' 02" West, a distance of 138.86 feet, to the TRUE POINT OF BEGINNING, containing 0.185 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NC-11.1
0.197 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 30° 17' 13" East, a distance of 5029.86 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 07° 34' 23" West, a distance of 101.29 feet, to a point;

North 38° 18' 08" East, a distance of 48.11 feet, to a point;

North 82° 21' 56" East, a distance of 29.35 feet, to a point;

South 07° 34' 23" East, a distance of 60.94 feet, to a point;

North 82° 25' 37" East, a distance of 46.36 feet, to a point;

South 07° 34' 23" East, a distance of 29.86 feet, to a point;

South 82° 25' 37" West, a distance of 20.51 feet, to a point;

South 56° 17' 34" West, a distance of 99.96 feet, to the TRUE POINT OF BEGINNING, containing 0.197 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Hochwart, Hamblen & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3446
 emht.com

LEASE PARCEL NC-12.1 THE OHIO STATE UNIVERSITY NORTH CAMPUS

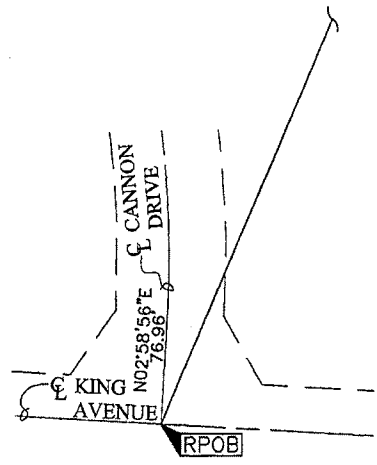
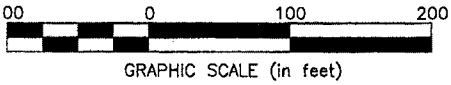
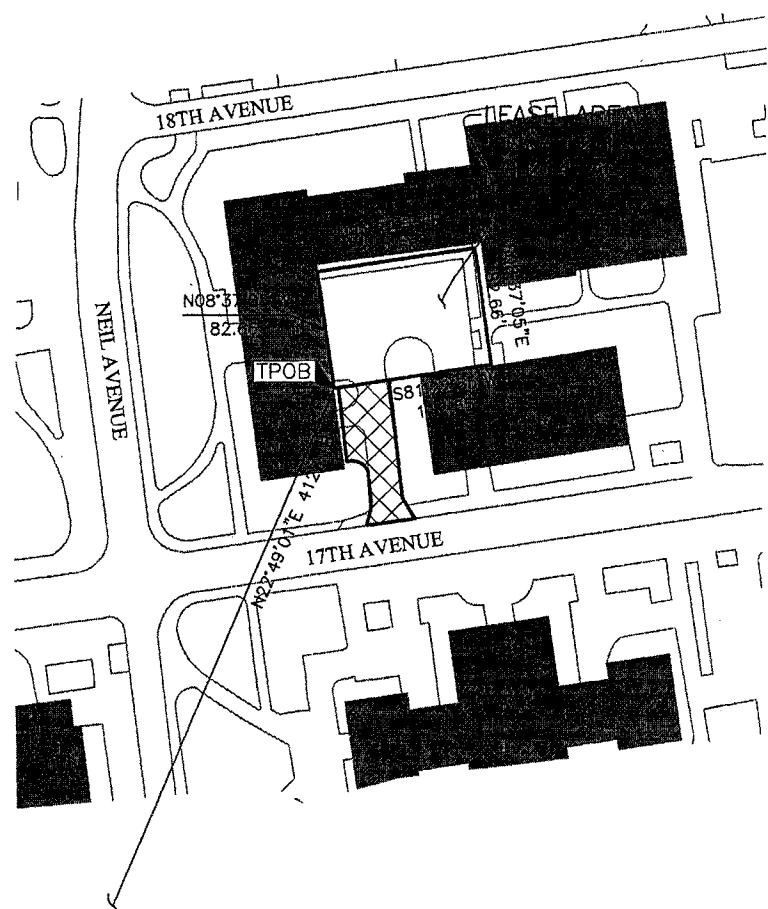
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'

J:\2012\0463\DWG\0463SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_19.DWG plotted by MASTON, JOHN on 5/10/2012 10:28:03 AM
 & DRIVES.DWG & ROADS.DWG & 20120463_ALLOWED



LEASE PARCEL NC-12.1
0.214 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $22^{\circ} 49' 01''$ East, a distance of 4127.18 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $08^{\circ} 37' 05''$ West, a distance of 82.66 feet, to a point;

North $81^{\circ} 22' 55''$ East, a distance of 112.65 feet, to a point;

South $08^{\circ} 37' 05''$ East, a distance of 82.66 feet, to a point;

South $81^{\circ} 22' 55''$ West, a distance of 112.65 feet, to the TRUE POINT OF BEGINNING, containing 0.214 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3448
emht.com

LEASE PARCEL NC-15.1

THE OHIO STATE UNIVERSITY

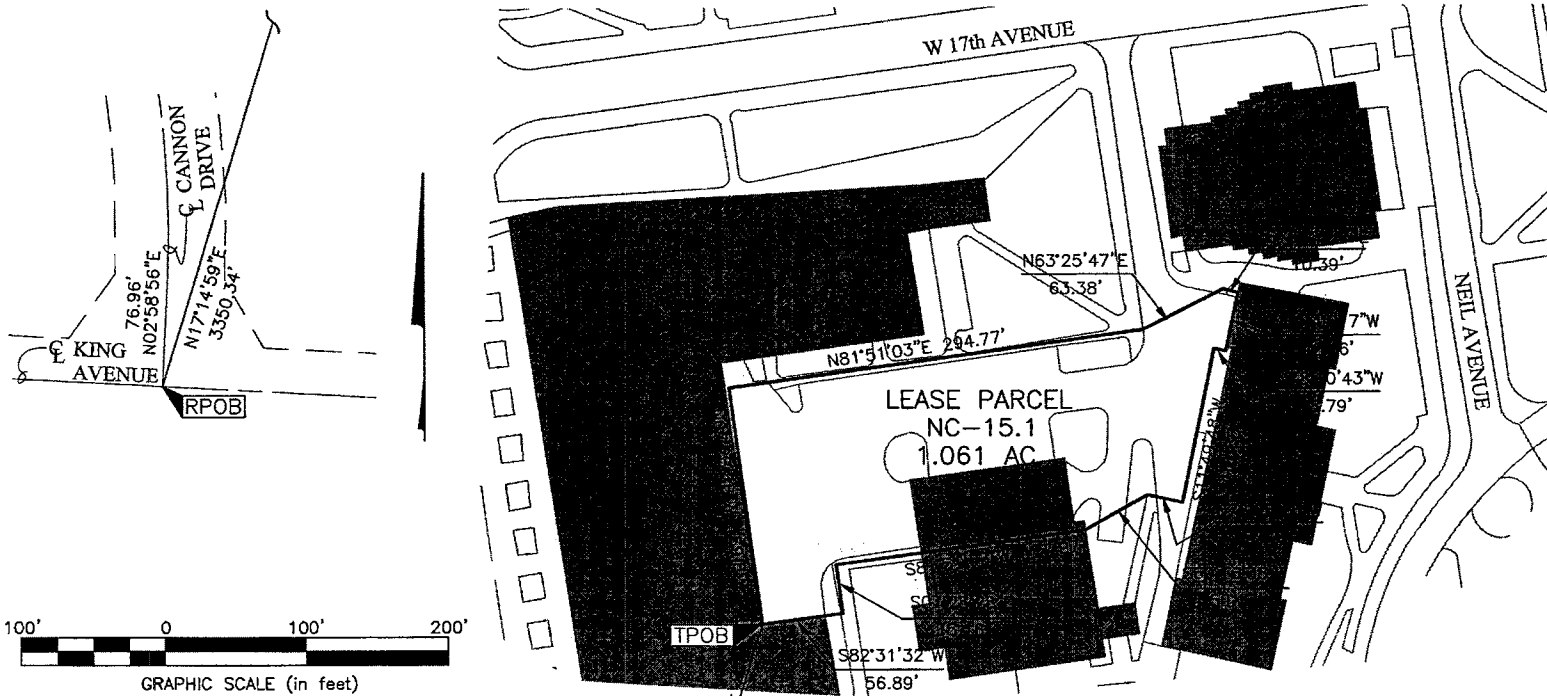
NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_06.DWG plotted by MASTON, JOHN on 9/14/2012 1:55:46 PM last saved by JMASTON on 5/18/2012 10:49:36 AM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-15.1
1.061 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 17° 14' 59" East, a distance of 3350.34 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 07° 28' 28" West, a distance of 169.82 feet, to a point;

North 81° 51' 03" East, a distance of 294.77 feet, to a point;

North 63° 25' 47" East, a distance of 63.38 feet, to a point;

South 76° 47' 23" East, a distance of 10.39 feet, to a point;

South 11° 49' 17" West, a distance of 42.16 feet, to a point;

North 78° 10' 43" West, a distance of 8.79 feet, to a point;

South 11° 49' 48" West, a distance of 111.88 feet, to a point;

North 78° 08' 26" West, a distance of 25.30 feet, to a point;

South 60° 16' 38" West, a distance of 50.17 feet, to a point;

South 81° 51' 03" West, a distance of 177.97 feet, to a point;

South 07° 28' 28" East, a distance of 35.16 feet, to a point;

South 82° 31' 32" West, a distance of 56.89 feet, to the TRUE POINT OF BEGINNING, containing 1.061 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Machwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3445
 emht.com

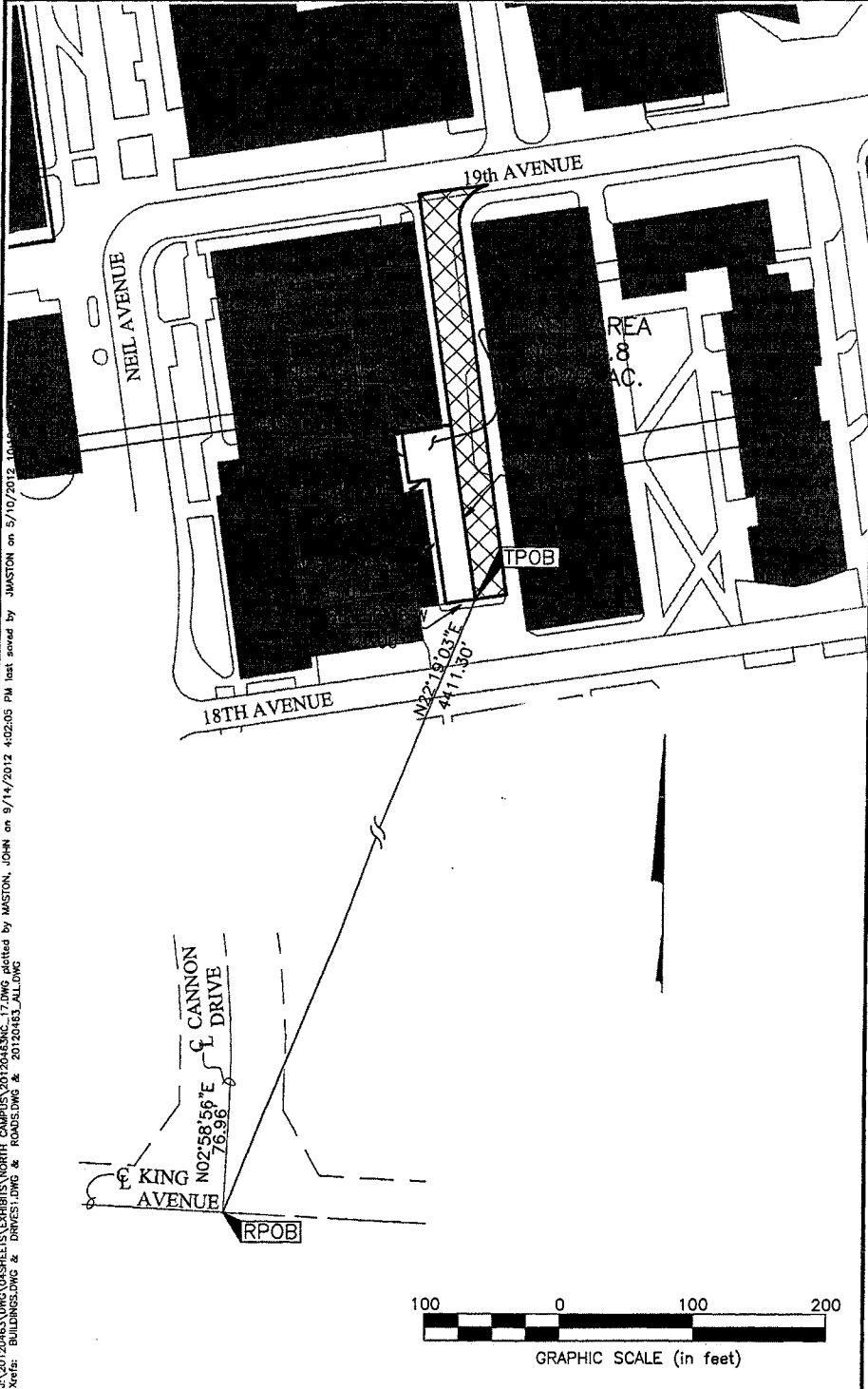
LEASE PARCEL NC-16.8 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_17.DWG plotted by MASTON, JOHN on 9/14/2012 4:02:05 PM last saved by MASTON on 5/10/2012 10:45:45 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROUNDS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-16.8
0.079 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 22° 19' 03" East, a distance of 4411.30 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

South 81° 50' 16" West, a distance of 22.00 feet, to a point;

North 08° 23' 09" West, a distance of 93.01 feet, to a point;

South 81° 42' 13" West, a distance of 14.84 feet, to a point;

North 09° 07' 33" West, a distance of 38.46 feet, to a point;

North 83° 14' 15" East, a distance of 37.31 feet, to a point;

South 08° 24' 21" East, a distance of 130.52 feet, to the TRUE POINT OF BEGINNING, containing 0.079 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648

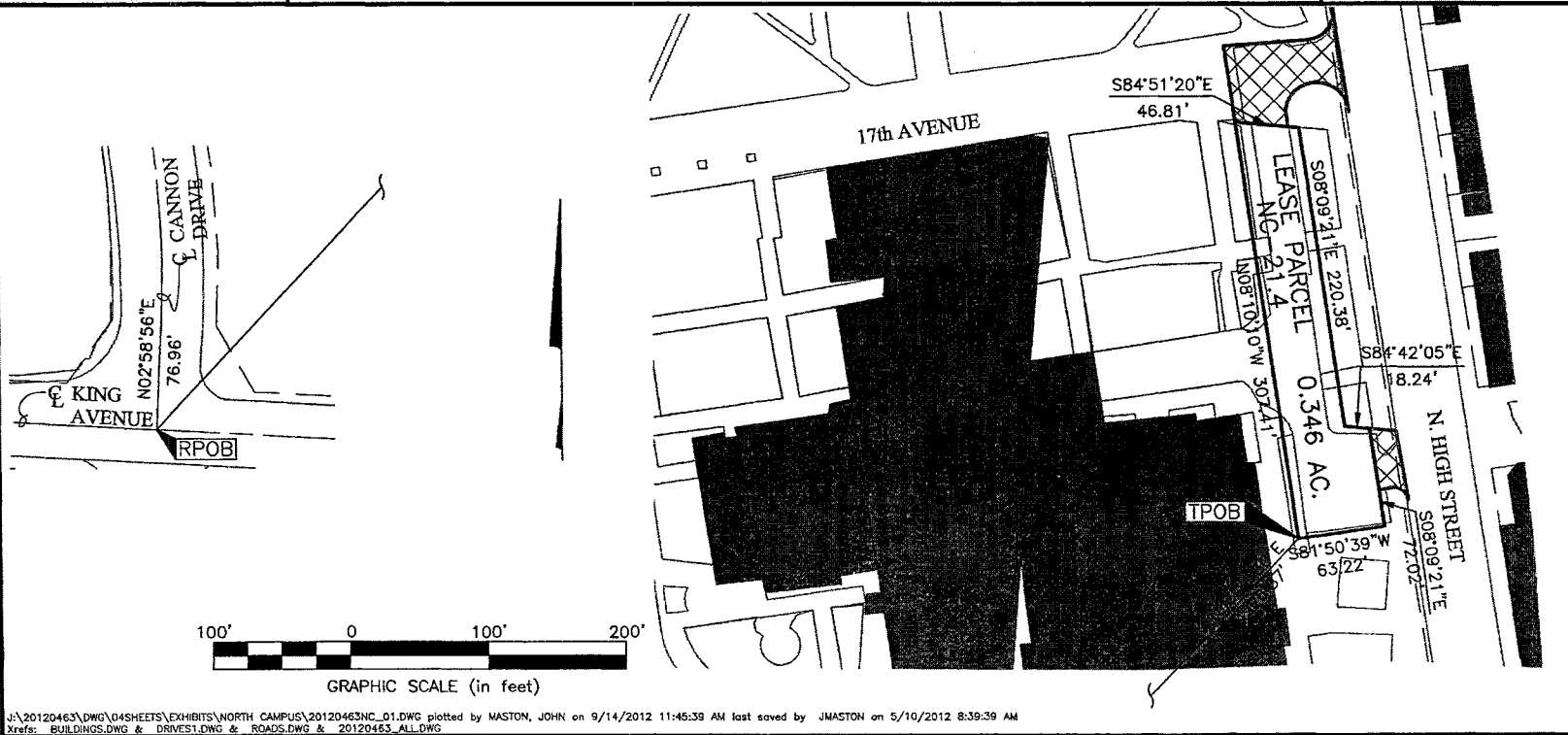
emht.com

LEASE PARCEL NC-21.4
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 30, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_01.DWG plotted by NASTON, JOHN on 9/14/2012 11:45:39 AM last saved by JMASTON on 5/10/2012 8:39:39 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-21.4
0.346 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 43° 11' 30" East, a distance of 4926.37 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 10' 10" West, a distance of 307.41 feet, to a point;

South 84° 51' 20" East, a distance of 46.81 feet, to a point;

South 08° 09' 21" East, a distance of 220.38 feet, to a point;

South 84° 42' 05" East, a distance of 18.24 feet, to a point;

South 08° 09' 21" East, a distance of 72.02 feet, to a point;

South 81° 50' 39" West, a distance of 63.22 feet to the TRUE POINT OF BEGINNING, containing 0.346 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tibon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4520 Toll Free: 866.775.3448
 emht.com

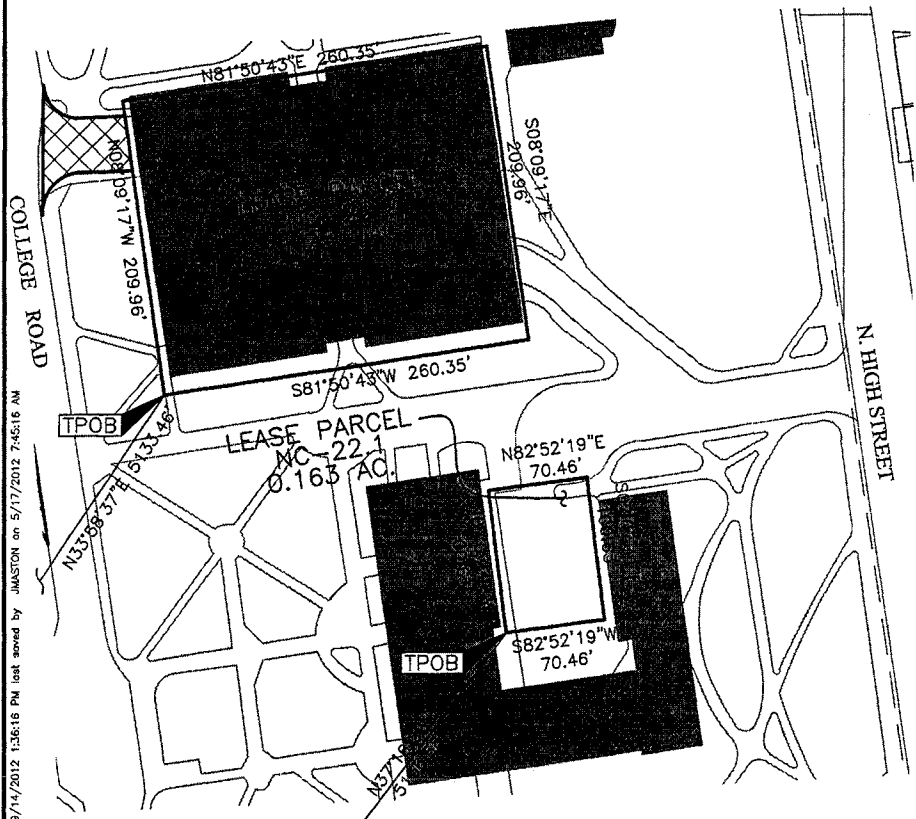
LEASE PARCEL NC-22.1 & NC-22.2 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 2, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\20120463\DWG\CASHSHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_02.DWG plotted by MASTON, JOHN on 9/14/2012 12:56:18 PM last saved by MASTON, JOHN on 5/17/2012 7:45:16 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

This drawing shows both a
 Parking Garage and Parking
 Lot. NC-22.1 is a Parking
 Lot. NC-22.2 is a Parking
 Garage.



GRAPHIC SCALE (in feet)

LEASE PARCEL NC-22.1
0.163 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 37° 16' 22" East, a distance of 5136.58 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 07° 07' 41" West, a distance of 100.63 feet, to a point;

North 82° 52' 19" East, a distance of 70.46 feet, to a point;

South 07° 07' 41" East, a distance of 100.63 feet, to a point;

South 82° 52' 19" West, a distance of 70.46 feet, to the TRUE POINT OF BEGINNING, containing 0.163 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hamilton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 866.775.3648
 emht.com

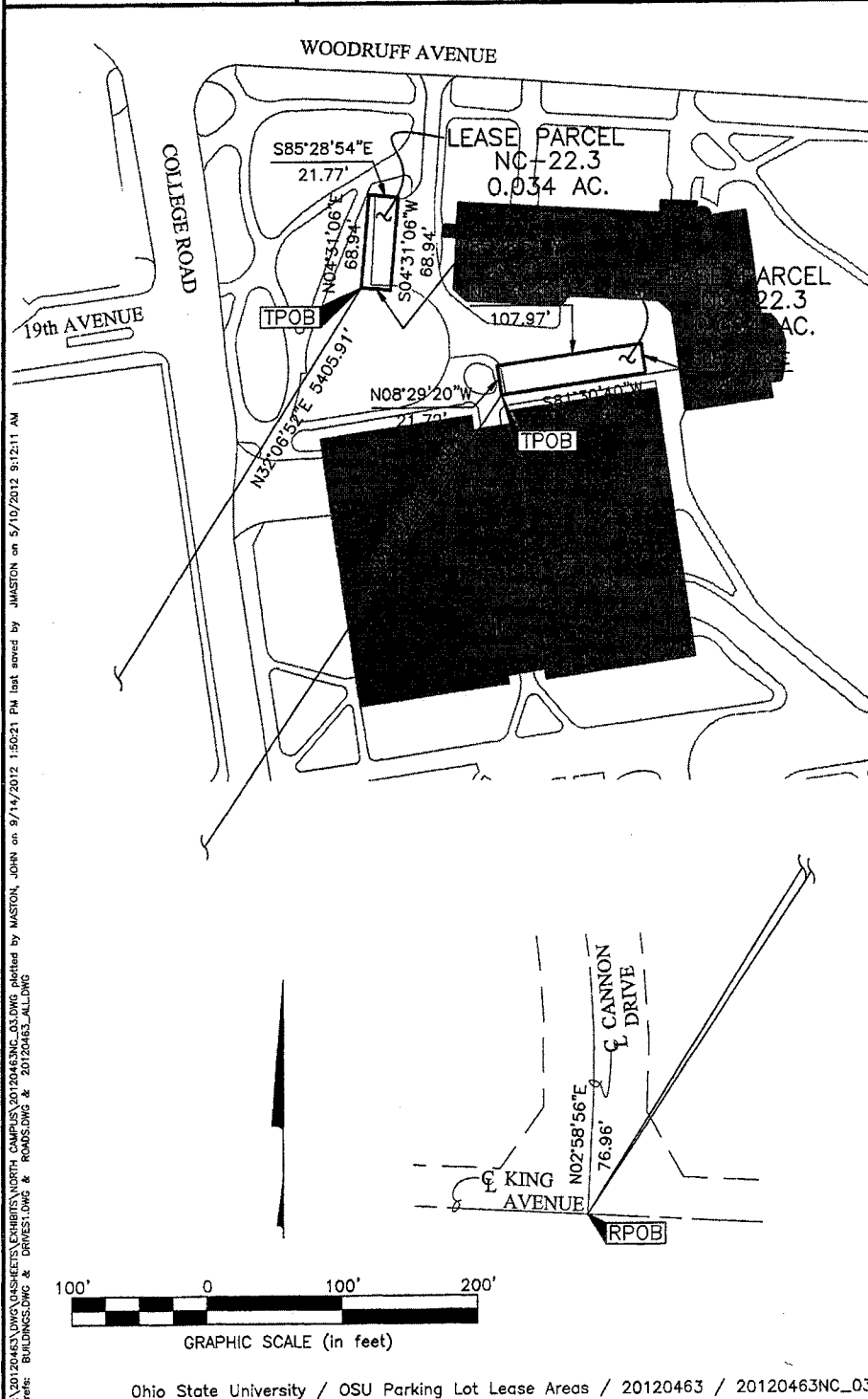
LEASE PARCEL NC-22.3 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 21, 2012

Job No. 20120463

Scale: 1" = 100'



I:\20120463\DWG\CASHIERS\EXHIBITS\NORTH CAMPUS\20120463NC_03.DWG plotted by MASTON, JOHN on 9/14/2012 1:50:21 PM last saved by MASTON, JOHN on 5/10/2012 9:12:11 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-22.3
0.054 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 33° 30' 00" East, a distance of 5395.51 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 29' 20" West, a distance of 21.72 feet, to a point;

North 81° 30' 40" East, a distance of 107.97 feet, to a point;

South 08° 29' 20" East, a distance of 21.72 feet, to a point;

South 81° 30' 40" West, a distance of 107.97 feet, to the TRUE POINT OF BEGINNING, containing 0.054 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NC-22.3
0.034 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 32° 06' 52" East, a distance of 5405.91 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 04° 31' 06" East, a distance of 68.94 feet, to a point;

South 85° 28' 54" East, a distance of 21.77 feet, to a point;

South 04° 31' 06" West, a distance of 68.94 feet, to a point;

North 85° 28' 54" West, a distance of 21.77 feet, to the TRUE POINT OF BEGINNING, containing 0.034 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



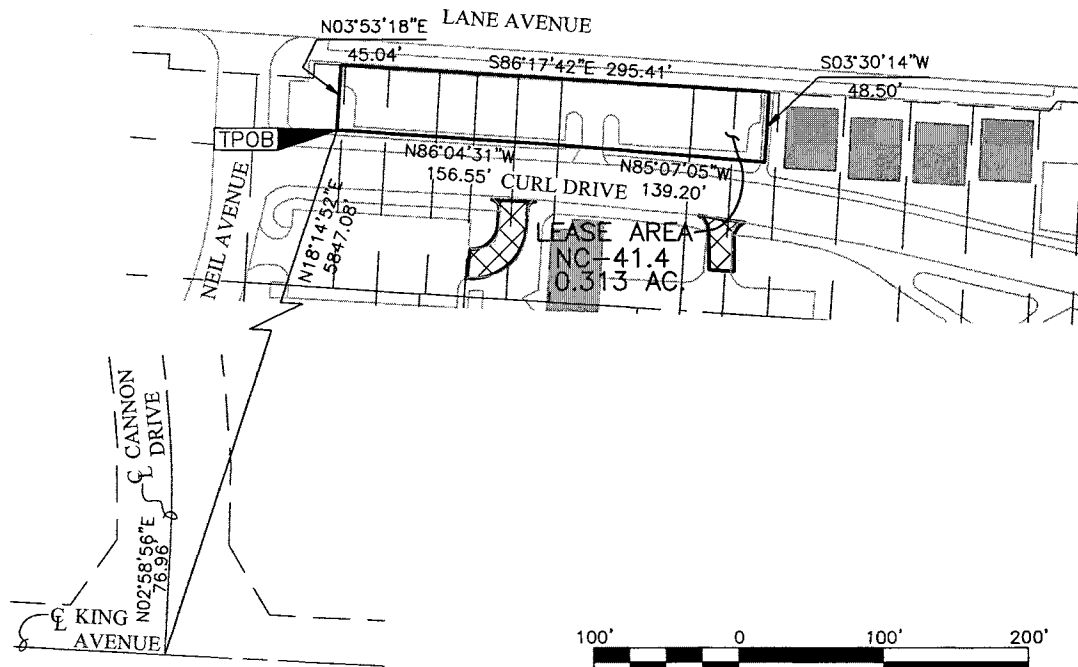
Evans, Mechwart, Hambilton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL NC-41.4
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 9, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL NC-41.4
0.313 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $18^{\circ} 14' 52''$ East, a distance of 5847.08 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $03^{\circ} 53' 18''$ East, a distance of 45.04 feet, to a point;

South $86^{\circ} 17' 42''$ East, a distance of 295.41 feet, to a point;

South $03^{\circ} 30' 14''$ West, a distance of 48.50 feet, to a point;

North $85^{\circ} 07' 05''$ West, a distance of 139.20 feet, to a point;

North $86^{\circ} 04' 31''$ West, a distance of 156.55 feet, to the TRUE POINT OF BEGINNING, containing 0.313 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



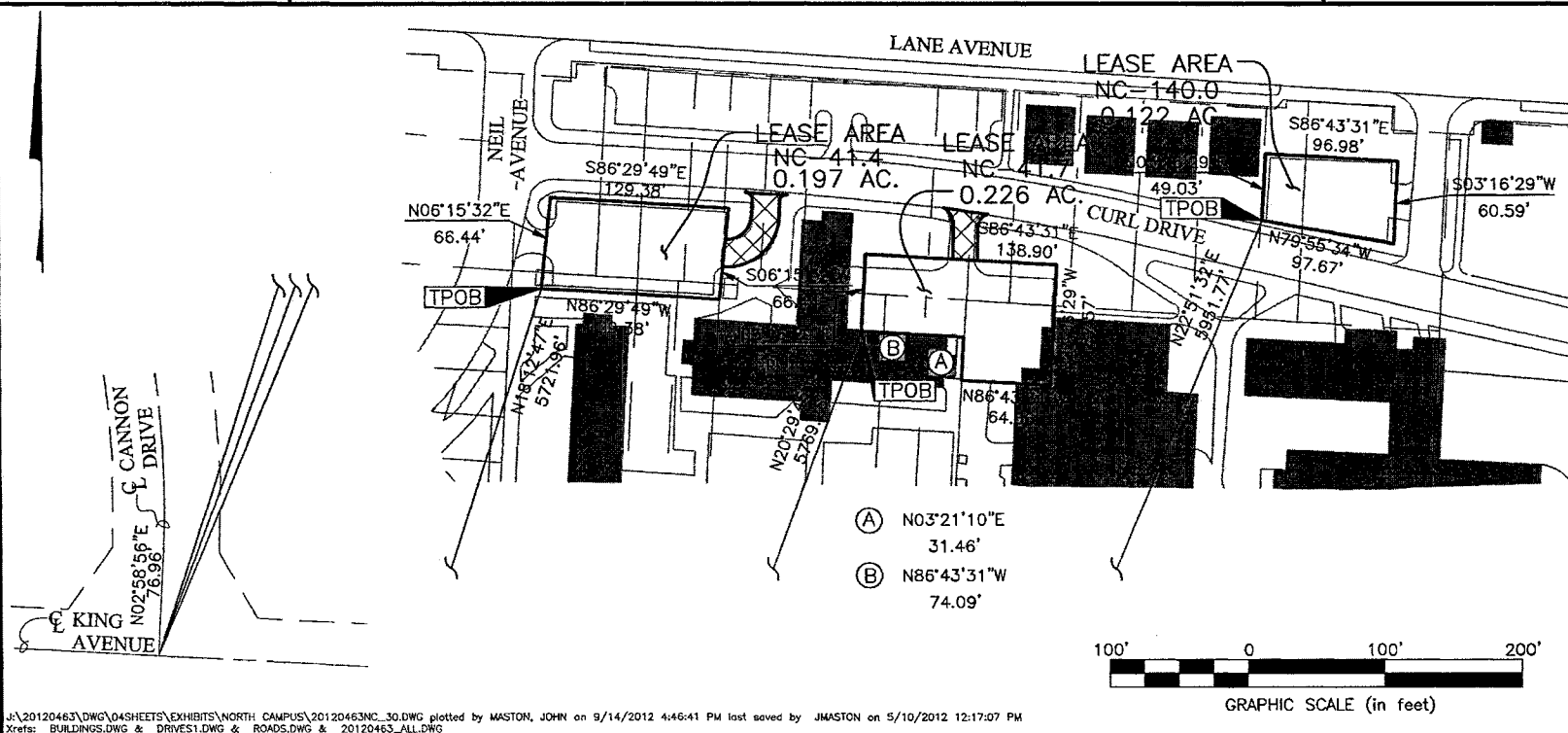
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL NC-41.4, NC-41.7 & NC-140.0
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 9, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL NC-41.4
0.197 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 18° 12' 47" East, a distance of 5721.96 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 06° 15' 32" East, a distance of 66.44 feet, to a point;

South 86° 29' 49" East, a distance of 129.38 feet, to a point;

South 06° 15' 32" West, a distance of 66.44 feet, to a point;

North 86° 29' 49" West, a distance of 129.38 feet, to the TRUE POINT OF BEGINNING, containing 0.197 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NC-140.0
0.122 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $22^{\circ} 51' 32''$ East, a distance of 5951.77 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $03^{\circ} 16' 29''$ East, a distance of 49.03 feet, to a point;

South $86^{\circ} 43' 31''$ East, a distance of 96.98 feet, to a point;

South $03^{\circ} 16' 29''$ West, a distance of 60.59 feet, to a point;

North $79^{\circ} 55' 34''$ West, a distance of 97.67 feet, to the TRUE POINT OF BEGINNING, containing 0.122 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NC-41.7
0.226 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 20° 29' 46" East, a distance of 5769.26 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 16' 29" East, a distance of 56.11 feet, to a point;

South 86° 43' 31" East, a distance of 138.90 feet, to a point;

South 03° 16' 29" West, a distance of 87.57 feet, to a point;

North 86° 43' 31" West, a distance of 64.86 feet, to a point;

North 03° 21' 10" East, a distance of 31.46 feet, to a point;

North 86° 43' 31" West, a distance of 74.09 feet, to the TRUE POINT OF BEGINNING, containing 0.226 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



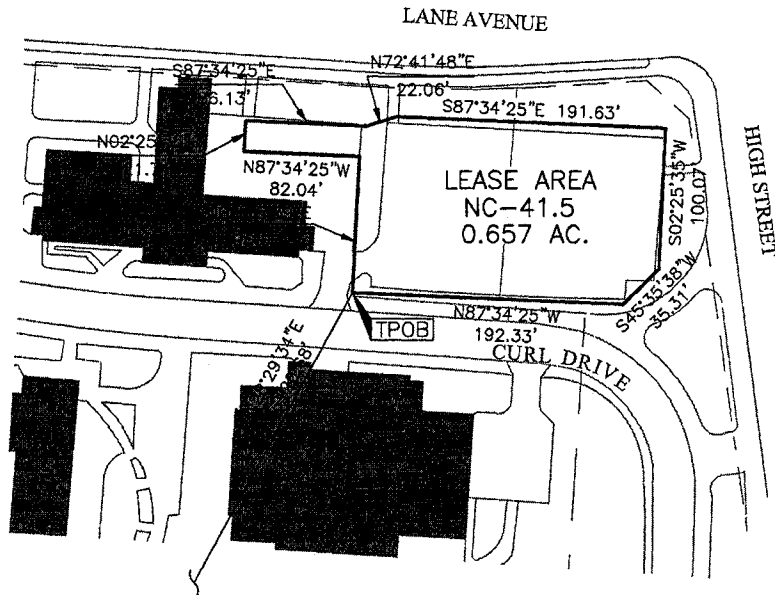
LEASE PARCEL NC-41.5 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

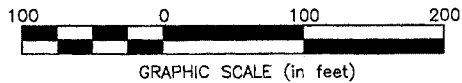
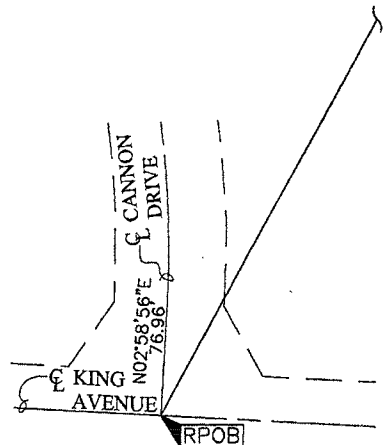
Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\DWG\MSHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_26.DWG plotted by JMASTON on 5/10/2012 11:11:18 AM
Note: BUILDINGS.DWG & DRIVE.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL NC-41.5
0.657 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 28° 29' 34" East, a distance of 6122.68 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 02° 25' 39" East, a distance of 96.67 feet, to a point;

North 87° 34' 25" West, a distance of 82.04 feet, to a point;

North 02° 25' 35" East, a distance of 21.71 feet, to a point;

South 87° 34' 25" East, a distance of 86.13 feet, to a point;

North 72° 41' 48" East, a distance of 22.06 feet, to a point;

South 87° 34' 25" East, a distance of 191.63 feet, to a point;

South 02° 25' 35" West, a distance of 100.07 feet, to a point;

South 45° 35' 38" West, a distance of 35.31 feet, to a point;

North 87° 34' 25" West, a distance of 192.33 feet, to the TRUE POINT OF BEGINNING, containing 0.657 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4900 Toll Free: 888.775.3648

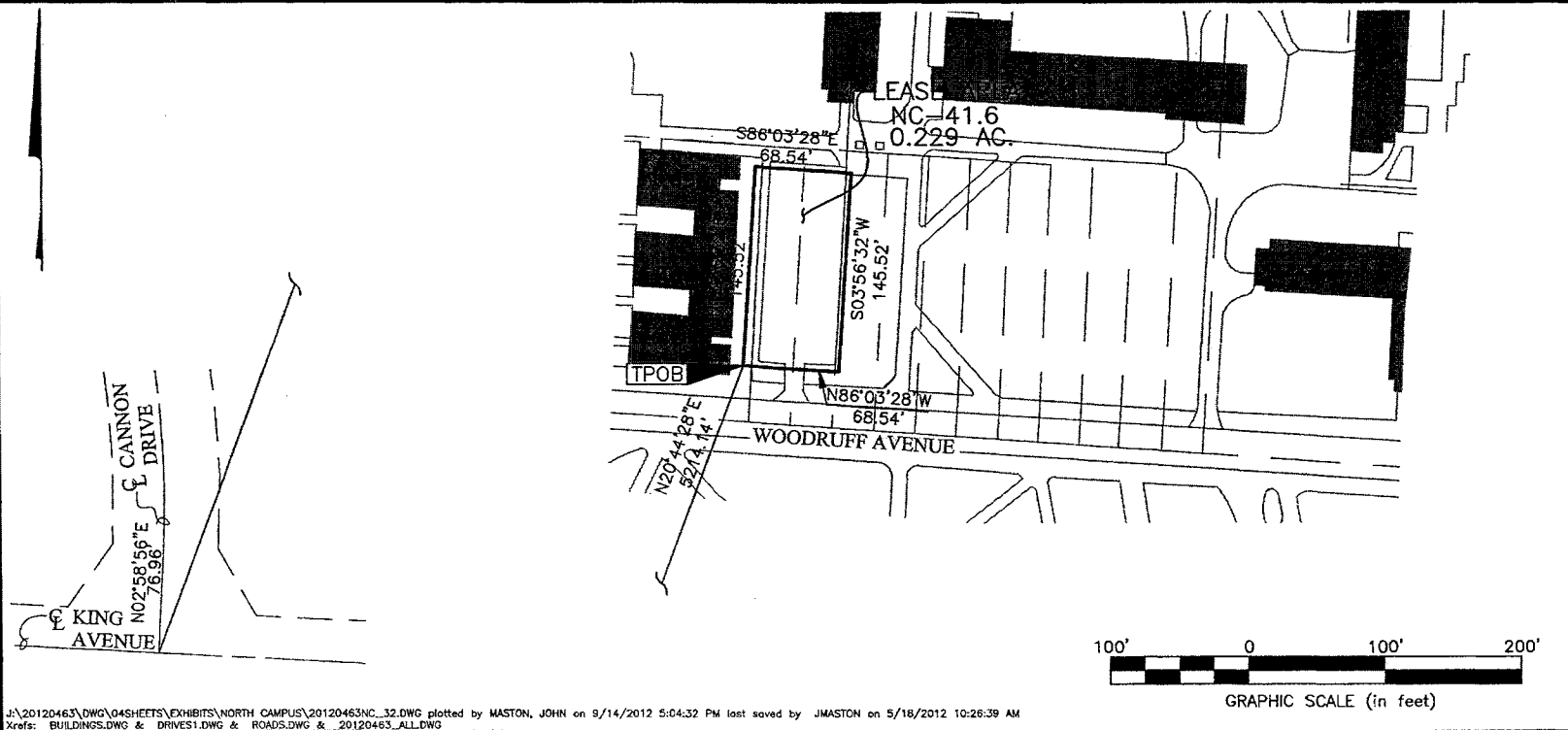
emht.com

LEASE PARCEL NC-41.6
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Scale: 1" = 100'

Job No. 2012-0463



**LEASE PARCEL NC-41.6
0.229 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 20° 44' 28" East, a distance of 5214.14 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 56' 32" East, a distance of 145.52 feet, to a point;

South 86° 03' 28" East, a distance of 68.54 feet, to a point;

South 03° 56' 32" West, a distance of 145.52 feet, to a point;

North 86° 03' 28" West, a distance of 68.54 feet, to the TRUE POINT OF BEGINNING, containing 0.229 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



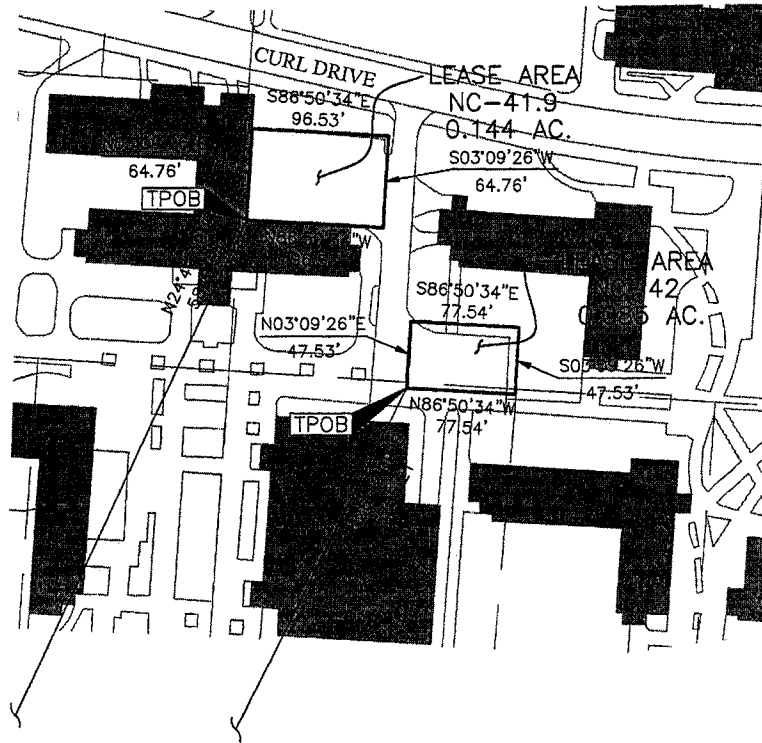
LEASE PARCELS NC-41.9 AND NC-42 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

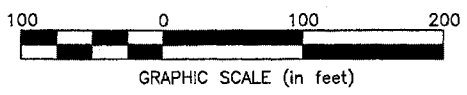
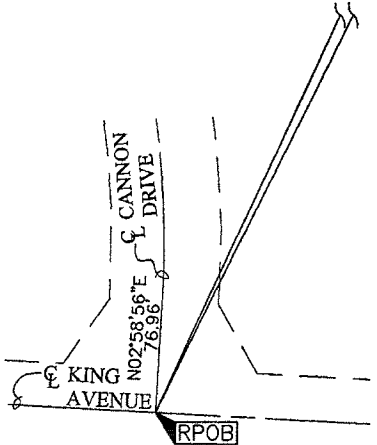
Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\DWG\CASHEETS\NORTH CAMPUS\20120463NC_27.DWG plotted by MASTON, JOHN on 9/14/2012 4:43:09 PM last saved by MASTON on 5/10/2012 11:15:53 AM
Xrefs: BUILDING.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL NC-42
0.085 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 26° 12' 09" East, a distance of 5785.21 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 09' 26" East, a distance of 47.53 feet, to a point;

South 86° 50' 34" East, a distance of 77.54 feet, to a point;

South 03° 09' 26" West, a distance of 47.53 feet, to a point;

North 86° 50' 34" West, a distance of 77.54 feet, to the TRUE POINT OF BEGINNING, containing 0.085 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NC-41.9
0.144 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 24° 41' 10" East, a distance of 5843.54 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 09' 26" East, a distance of 64.76 feet, to a point;

South 86° 50' 34" East, a distance of 96.53 feet, to a point;

South 03° 09' 26" West, a distance of 64.76 feet, to a point;

North 86° 50' 34" West, a distance of 96.53 feet, to the TRUE POINT OF BEGINNING, containing 0.144 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



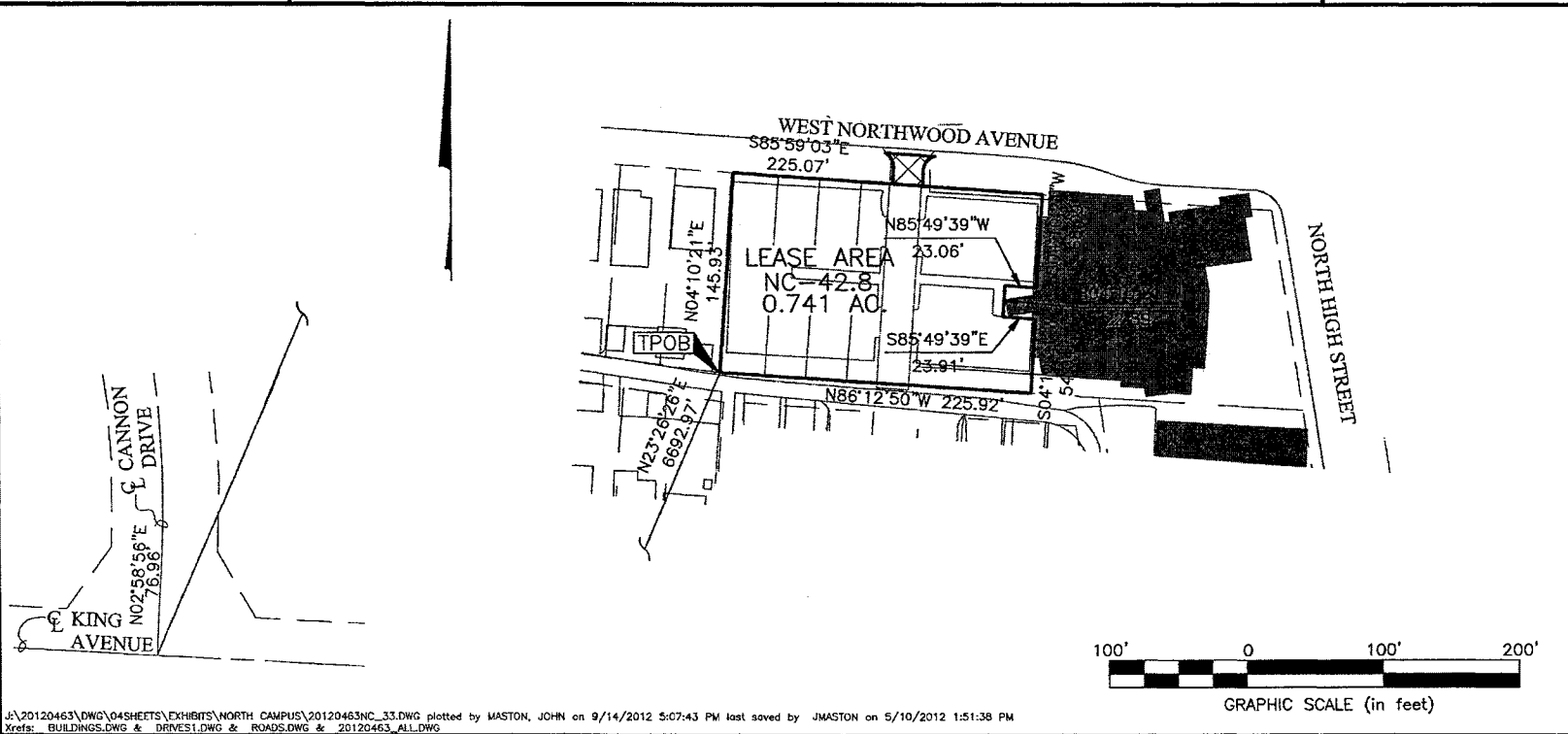
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4900 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL NC-42.8
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_33.DWG plotted by MASTON, JOHN on 9/14/2012 5:07:43 PM last saved by JMASON on 5/10/2012 1:51:38 PM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL NC-42.8
0.741 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 23° 26' 26" East, a distance of 6692.97 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 04° 10' 21" East, a distance of 145.93 feet, to a point;

South 85° 59' 03" East, a distance of 225.07 feet, to a point;

South 04° 10' 21" West, a distance of 68.09 feet, to a point;

North 85° 49' 39" West, a distance of 23.06 feet, to a point;

South 04° 10' 21" West, a distance of 22.89 feet, to a point;

South 85° 49' 39" East, a distance of 23.91 feet, to a point;

South 04° 10' 21" West, a distance of 54.04 feet, to a point;

North 86° 12' 50" West, a distance of 225.92 feet, to the TRUE POINT OF BEGINNING, containing 0.741 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

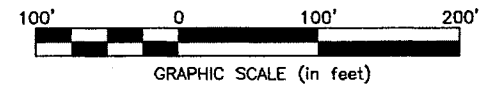
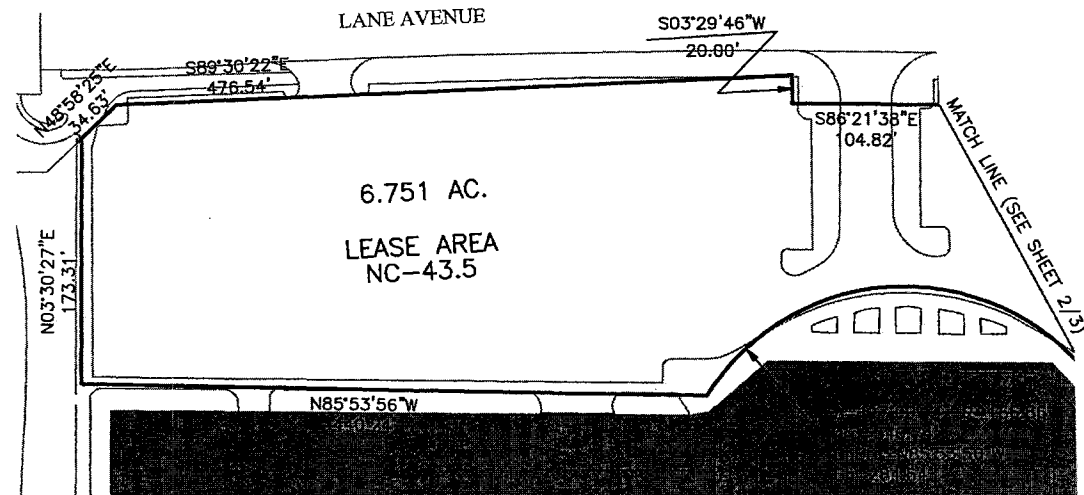
LEASE PARCEL NC-43.1, NC-43.3, NC-43.4 & NC-43.5
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Scale: 1" = 100'

Job No. 2012-0463

1/3



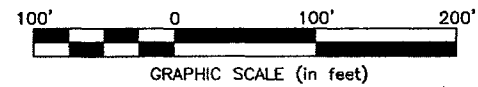
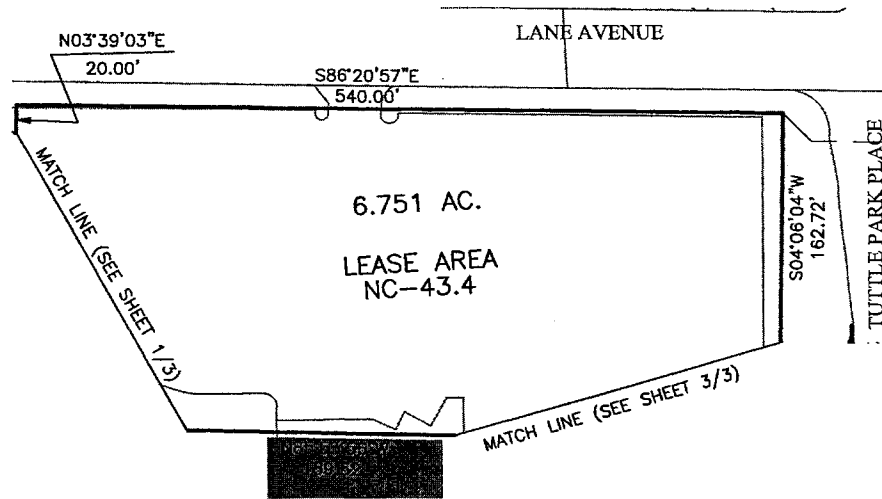


Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL NC-43.1, NC-43.3, NC-43.4 & NC-43.5
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012
 Scale: 1" = 100'
 Job No. 2012-0463

2/3



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_36.DWG plotted by MASTON, JOHN on 9/15/2012 8:02:58 AM last saved by JMASON on 5/18/2012 10:39:10 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463.ALL.DWG



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

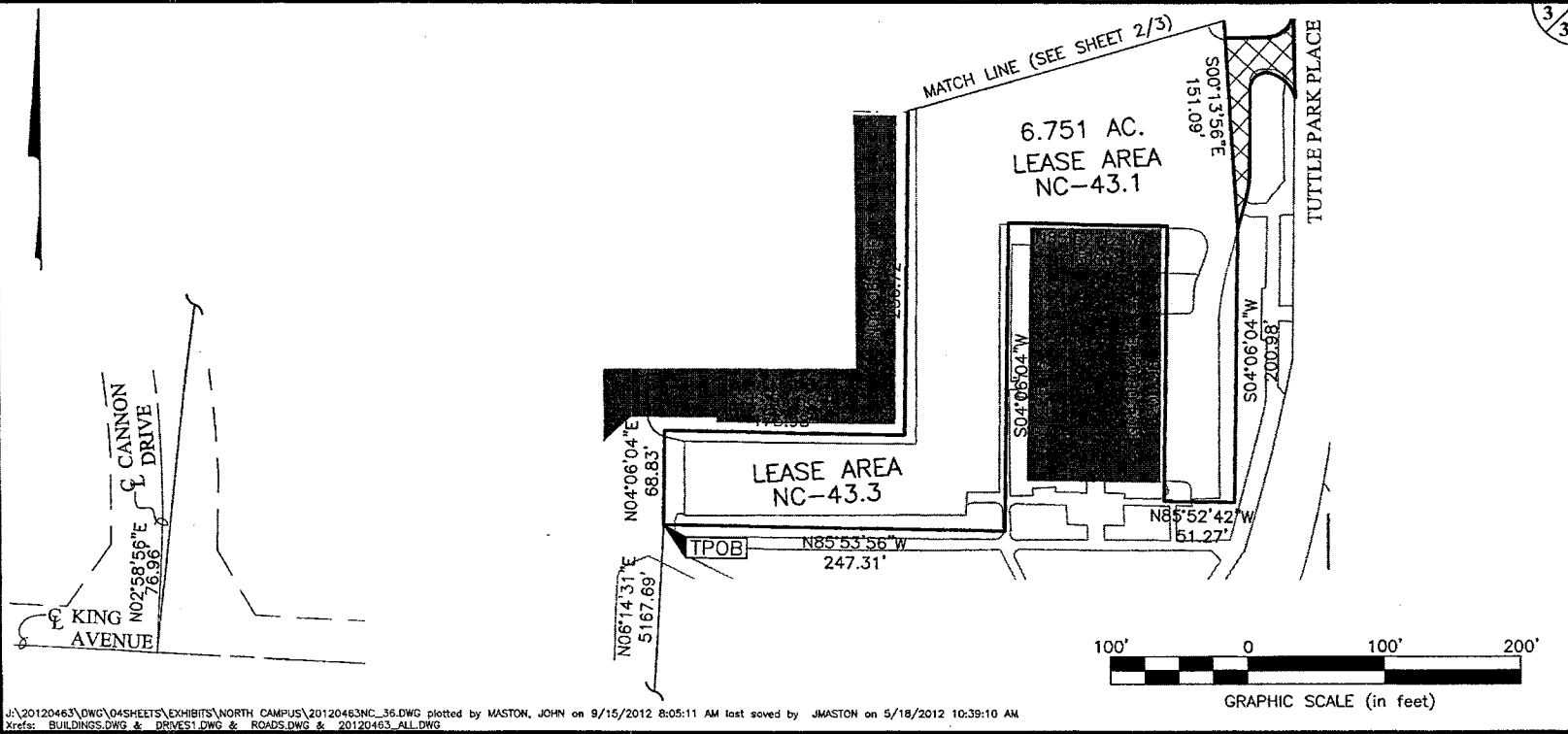
LEASE PARCEL NC-43.1, NC-43.3, NC-43.4 & NC-43.5
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Scale: 1" = 100'

Job No. 2012-0463

3/3



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_36.DWG plotted by MASTON, JOHN on 9/15/2012 8:05:11 AM last saved by JMASON on 5/18/2012 10:39:10 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCELS NC-43.1, NC-43.3, NC-43.4, AND NC-43.5
6.751 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 06° 14' 31" East, a distance of 5167.69 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 04° 06' 04" East, a distance of 68.83 feet, to a point;

South 85° 53' 56" East, a distance of 173.98 feet, to a point;

North 04° 06' 04" East, a distance of 236.72 feet, to a point;

North 85° 53' 56" West, a distance of 189.52 feet, to a point;

with the arc of a curve to the left, having a central angle of 117° 00' 14", a radius of 166.86 feet, an arc length of 340.74 feet, a chord bearing of North 85° 53' 56" West, a chord distance of 284.54 feet, to a point;

North 85° 53' 56" West, a distance of 440.24 feet, to a point;

North 03° 30' 27" East, a distance of 173.31 feet, to a point;

North 48° 58' 25" East, a distance of 34.63 feet, to a point;

South 89° 30' 22" East, a distance of 476.54 feet, to a point;

South 03° 29' 46" West, a distance of 20.00 feet, to a point;

South 86° 21' 38" East, a distance of 104.82 feet, to a point;

North 03° 39' 03" East, a distance of 20.00 feet, to a point;

South 86° 20' 57" East, a distance of 540.00 feet, to a point;

South 04° 06' 04" West, a distance of 162.72 feet, to a point;

South 00° 13' 56" East, a distance of 151.09 feet, to a point;

South 04° 06' 04" West, a distance of 200.98 feet, to a point;

North 85° 52' 42" West, a distance of 51.27 feet, to a point;

North 04° 06' 04" East, a distance of 200.98 feet, to a point;

North 85° 52' 42" West, a distance of 115.60 feet, to a point;

South 04° 06' 04" West, a distance of 225.15 feet, to a point;

North 85° 53' 56" West, a distance of 247.31 feet, to the TRUE POINT OF BEGINNING, containing 6.751 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



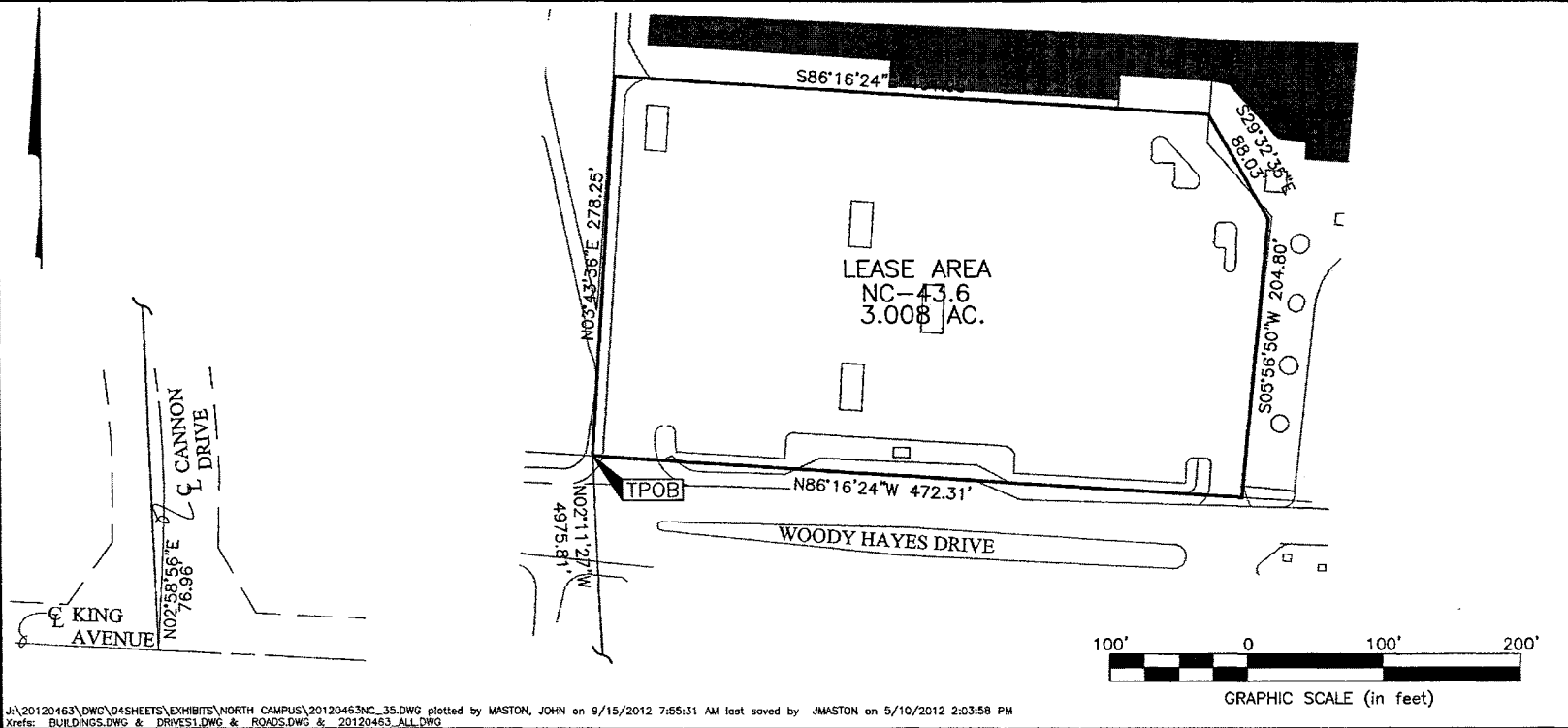
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll free: 888.775.3648
 emht.com

LEASE PARCEL NC-43.6
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL NC-43.6
3.008 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 02° 11' 27" West, a distance of 4975.81 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 43' 36" East, a distance of 278.25 feet, to a point;

South 86° 16' 24" East, a distance of 431.95 feet, to a point;

South 29° 32' 35" East, a distance of 88.03 feet, to a point;

South 05° 56' 50" West, a distance of 204.80 feet, to a point;

North 86° 16' 24" West, a distance of 472.31 feet, to the TRUE POINT OF BEGINNING, containing 3.008 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

EMHT

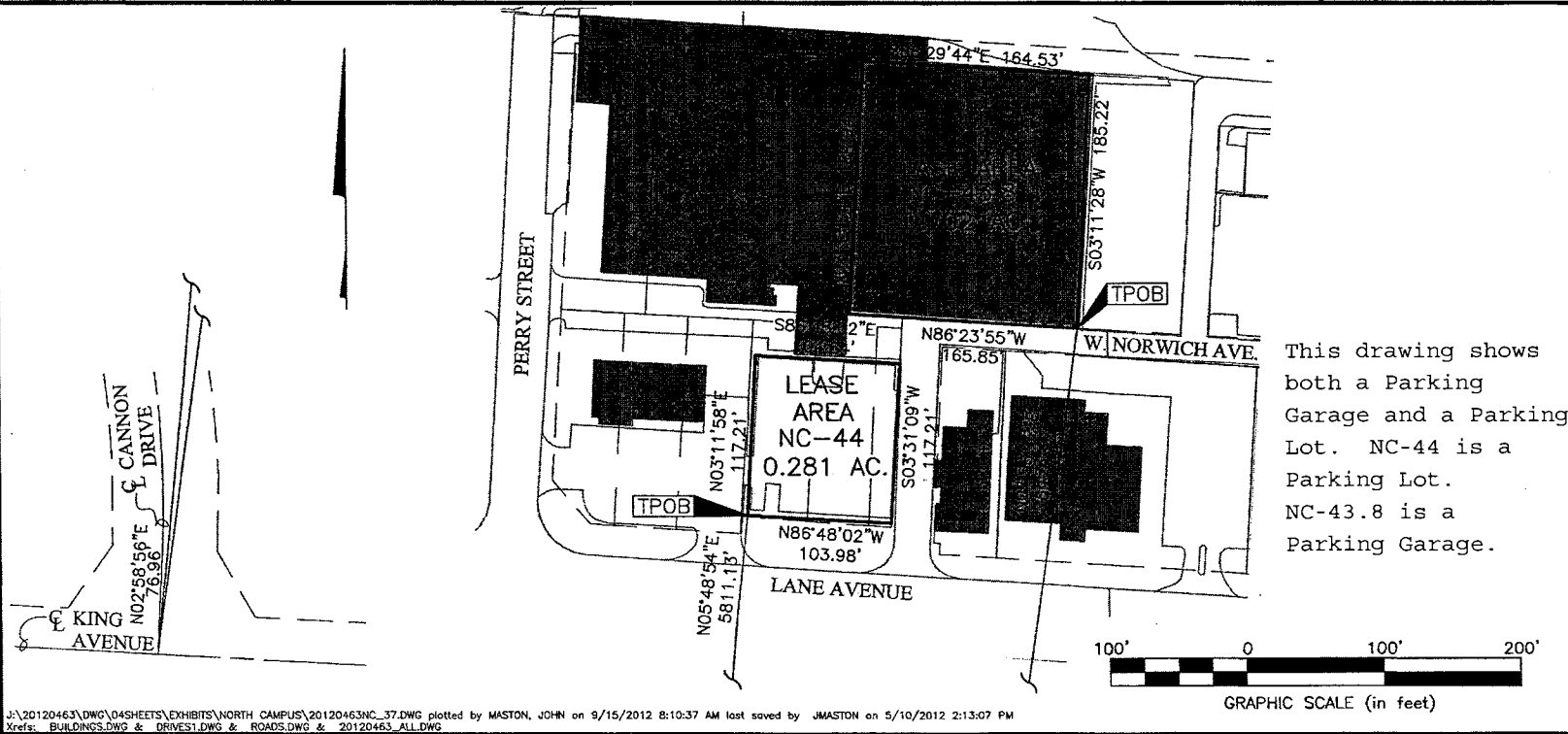
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL NC-43.8 & NC-44 THE OHIO STATE UNIVERSITY NORTH CAMPUS CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 10, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_37.DWG plotted by MASTON, JOHN on 9/15/2012 8:10:37 AM last saved by JMASTON on 5/10/2012 2:13:07 PM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-44
0.281 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 05° 48' 54" East, a distance of 5811.13 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 11' 58" East, a distance of 117.21 feet, to a point;

South 86° 48' 02" East, a distance of 104.64 feet, to a point;

South 03° 31' 09" West, a distance of 117.21 feet, to a point;

North 86° 48' 02" West, a distance of 103.98 feet, to the TRUE POINT OF BEGINNING, containing 0.281 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5900 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4800 Toll Free: 888.775.8448
 emht.com

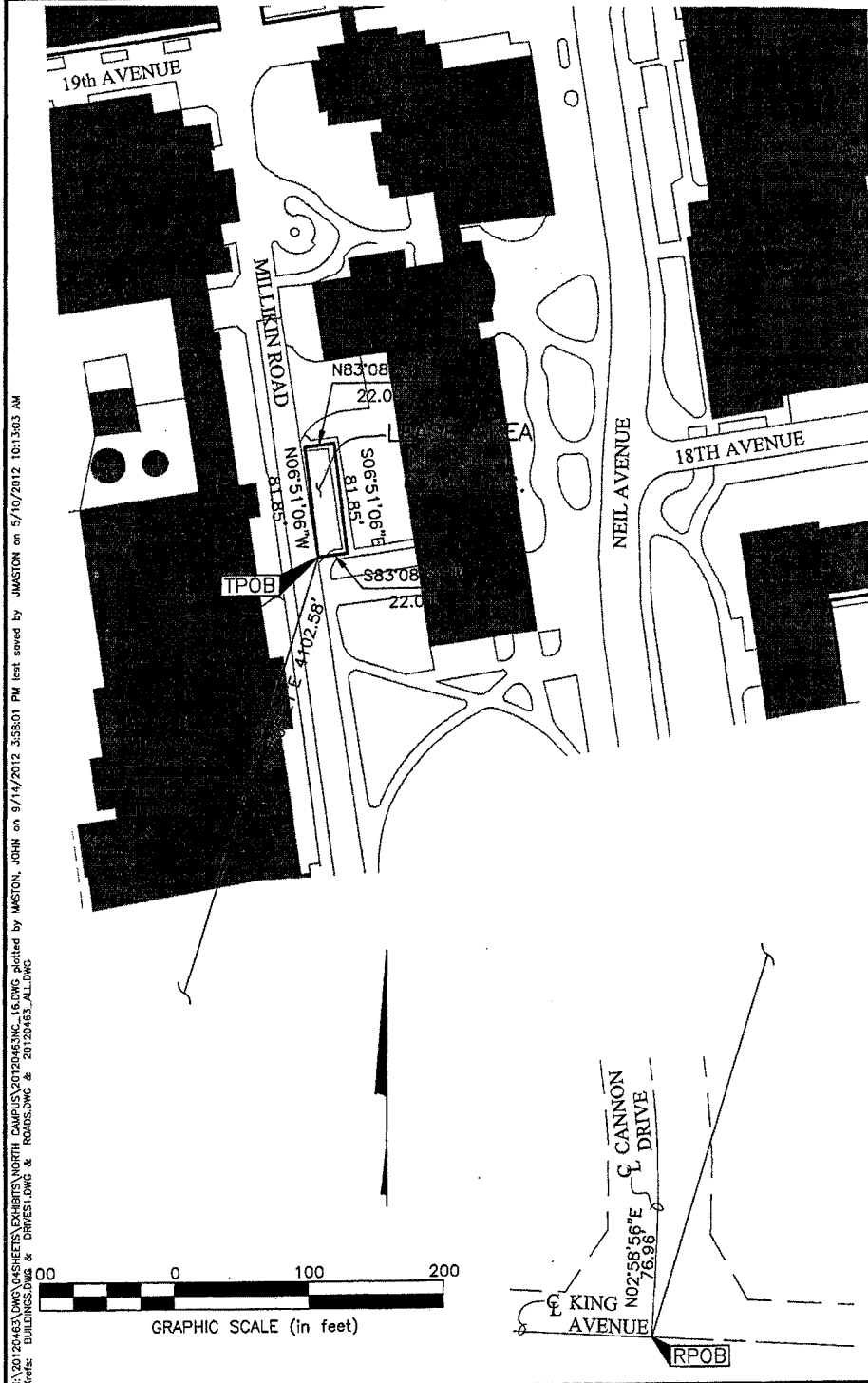
LEASE PARCEL NC-51.1 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\DWG\04SHEETS\EXHIBITS\NORTH CAMPUS\20120463\NC-16.DWG plotted by MASTON, JOHN on 9/14/2012 3:58:01 PM last saved by MASTON, JOHN on 5/10/2012 10:13:03 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-51.1
0.041 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $17^{\circ} 05' 21''$ East, a distance of 4102.58 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $06^{\circ} 51' 06''$ West, a distance of 81.85 feet, to a point;

North $83^{\circ} 08' 54''$ East, a distance of 22.00 feet, to a point;

South $06^{\circ} 51' 06''$ East, a distance of 81.85 feet, to a point;

South $83^{\circ} 08' 54''$ West, a distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.041 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hamilton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

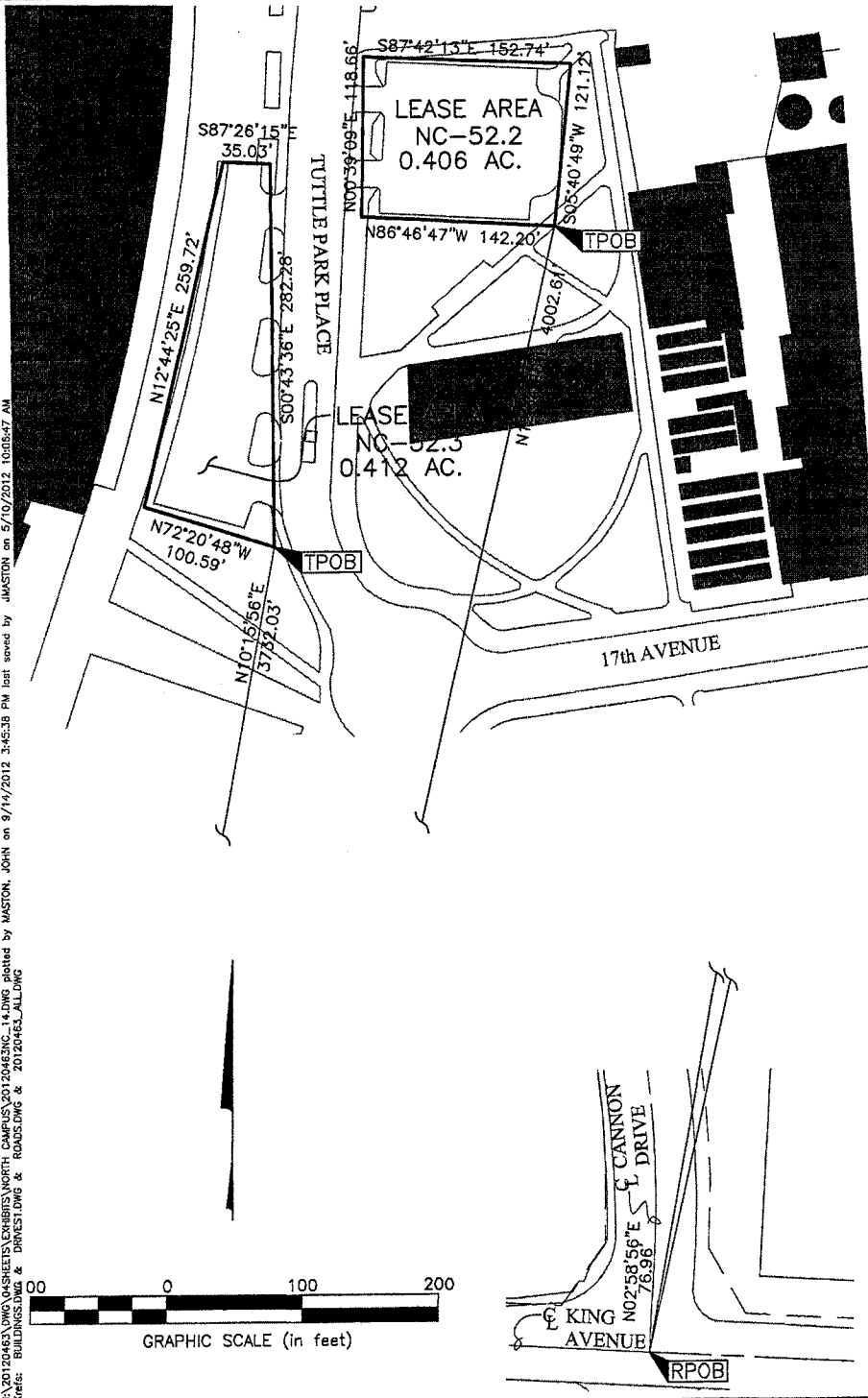
LEASE PARCEL NC-52.2 & 52.3 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



LEASE PARCEL NC-52.3
0.412 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 10° 15' 56" East, a distance of 3732.03 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 72° 20' 48" West, a distance of 100.59 feet, to a point;

North 12° 44' 25" East, a distance of 259.72 feet, to a point;

South 87° 26' 15" East, a distance of 35.03 feet, to a point;

South 00° 43' 36" East, a distance of 282.28 feet, to the TRUE POINT OF BEGINNING, containing 0.412 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NC-52.2
0.406 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 12° 34' 26" East, a distance of 4002.61 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 46' 47" West, a distance of 142.20 feet, to a point;

North 00° 39' 09" East, a distance of 118.66 feet, to a point;

South 87° 42' 13" East, a distance of 152.74 feet, to a point;

South 05° 40' 49" West, a distance of 121.12 feet, to the TRUE POINT OF BEGINNING, containing 0.406 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hamblen & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5320 New Albany Road, Columbus, OH 43254
 Phone: 614.276.4300 Toll Free: 888.775.8448
 emht.com

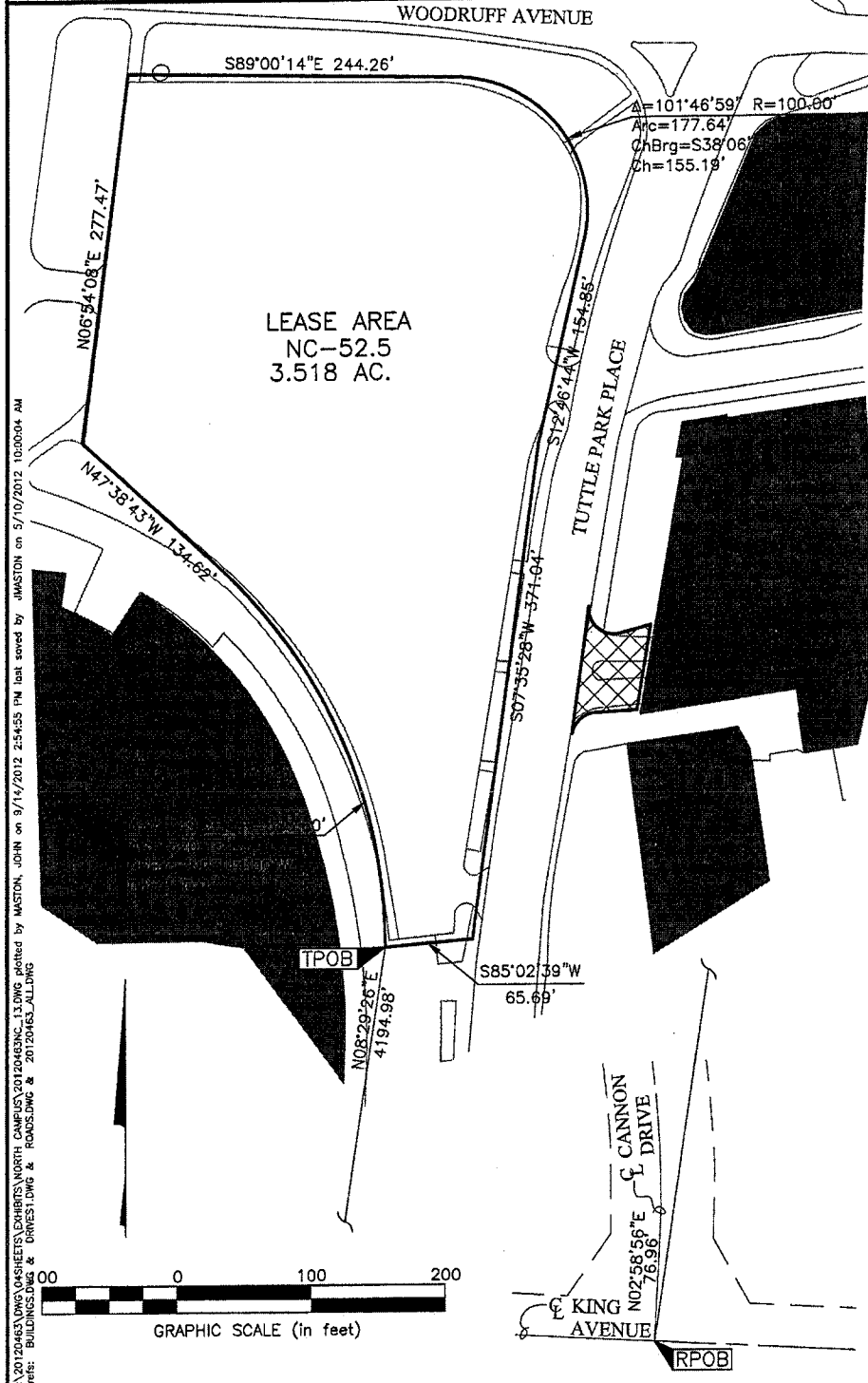
LEASE PARCEL NC-52.5 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\DWG\ASSETS\EXHIBITS\NORTH CAMPUS\20120463\NC_13.DWG plotted by MASTON, JOHN on 9/14/2012 2:54:53 PM last saved by MASTON on 5/10/2012 10:00:04 AM
 xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-52.5
3.518 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 08° 29' 26" East, a distance of 4194.98 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

with the arc of a curve to the left, having a central angle of 47° 49' 26", a radius of 383.60 feet, an arc length of 320.18 feet, a chord bearing of North 23° 44' 00" West, a chord distance of 310.97 feet, to a point;

North 47° 38' 43" West, a distance of 134.62 feet, to a point;

North 06° 54' 08" East, a distance of 277.47 feet, to a point;

South 89° 00' 14" East, a distance of 244.26 feet, to a point;

with the arc of a curve to the right, having a central angle of 101° 46' 59", a radius of 100.00 feet, an arc length of 177.64 feet, a chord bearing of South 38° 06' 45" East, a chord distance of 155.19 feet, to a point;

South 12° 46' 44" West, a distance of 154.85 feet, to a point;

South 07° 35' 28" West, a distance of 371.04 feet, to a point;

South 85° 02' 39" West, a distance of 65.69 feet, to the TRUE POINT OF BEGINNING, containing 3.518 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

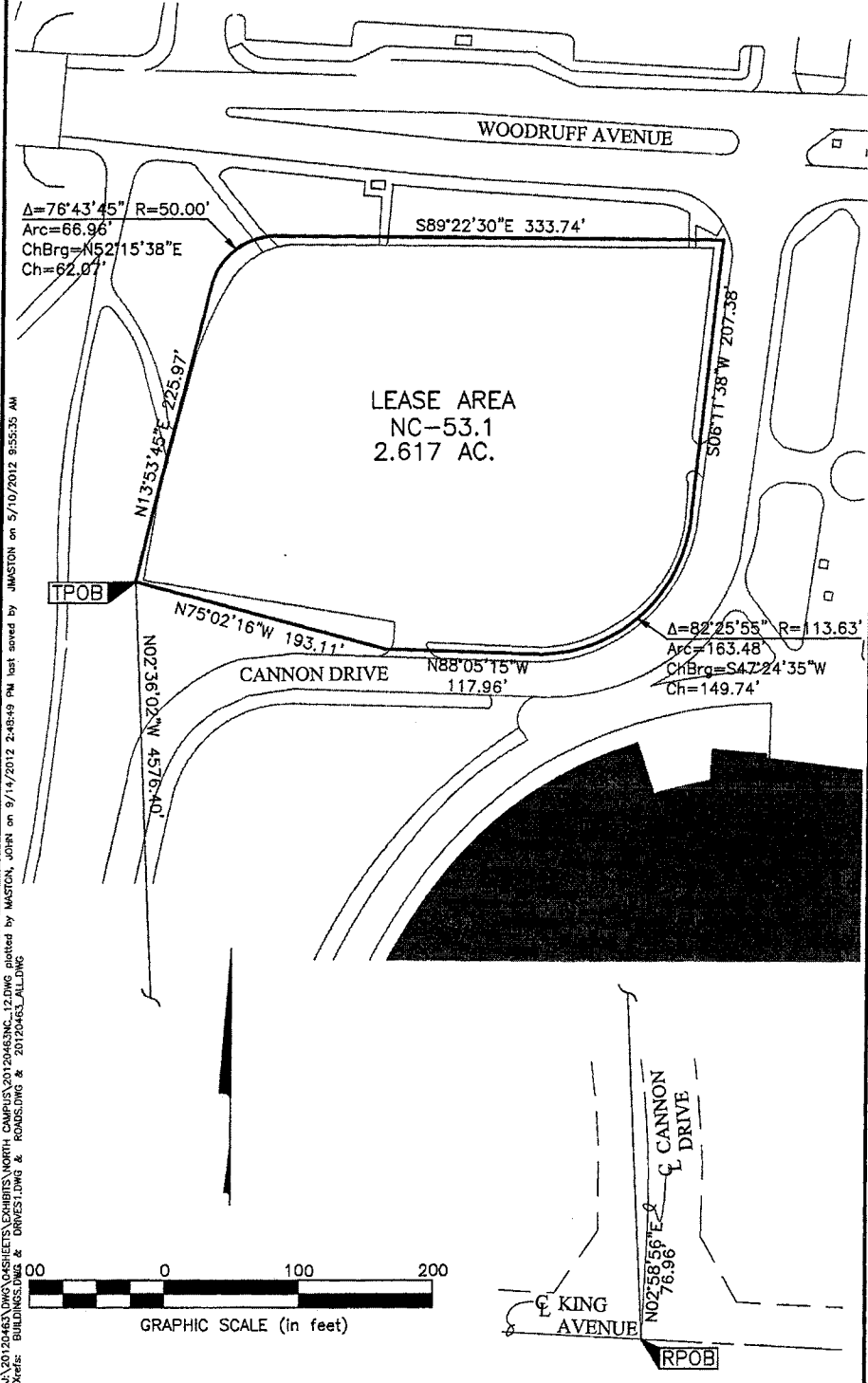


Evans, Mechwart, Hamblen & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.778.4500 Toll Free: 888.775.3448
 emht.com

LEASE PARCEL NC-53.1 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012 Job No. 2012-0463 Scale: 1" = 100'



U:\2012\0463\DWG\KASHIETS\EXHIBITS\NORTH CAMPUS\20120463NC_12.DWG plotted by MASTON, JOHN on 9/14/2012 2:48:49 PM last saved by JMASTON on 5/10/2012 8:55:35 AM
 Area: BUILDINGS & UNVEST.DWG & ROAD.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-53.1
2.617 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 02° 36' 02" West, a distance of 4576.40 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 13° 53' 45" East, a distance of 225.97 feet, to a point:

with the arc of a curve to the right, having a central angle of 76° 43' 45", a radius of 50.00 feet, an arc length of 66.96 feet, a chord bearing of North 52° 15' 38" East, a chord distance of 62.07 feet, to a point;

South 89° 22' 30" East, a distance of 333.74 feet, to a point;

South 06° 11' 38" West, a distance of 207.38 feet to a point;

with the arc of a curve to the right, having a central angle of 82° 25' 55", a radius of 113.63 feet, an arc length of 163.48 feet, a chord bearing of South 47° 24' 35" West, a chord distance of 149.74 feet, to a point;

North 88° 05' 15" West, a distance of 117.96 feet, to a point;

North 75° 02' 16" West, a distance of 193.11 feet, to the TRUE POINT OF BEGINNING, containing 2.617 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hornblaton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 6300 New Albany Road, Columbus, OH 43254
 Phone: 614.275.4500 Toll Free: 888.775.8448
 emht.com

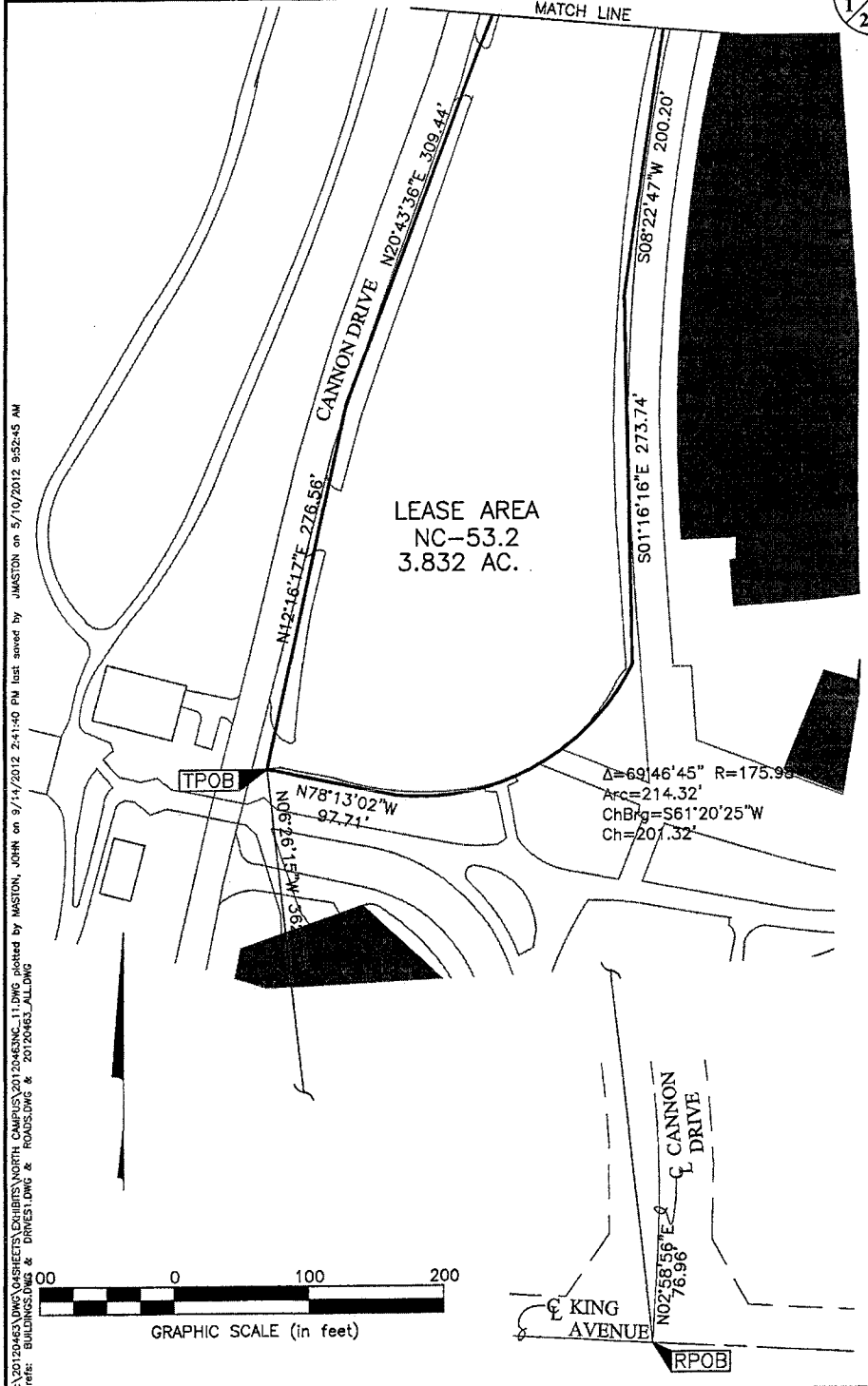
LEASE PARCEL NC-53.2 THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\20120463.DWG\ASSETS\EXHIBITS\NORTH CAMPUS\20120463NC-11.DWG plotted by MASTON, JOHN on 9/14/2012 2:41:40 PM last saved by JMASTON on 5/10/2012 9:52:45 AM
 xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-53.2
3.832 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 06° 26' 15" West, a distance of 3629.75 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 12° 16' 17" East, a distance of 276.56 feet, to a point;

North 20° 43' 36" East, a distance of 309.44 feet, to a point;

North 12° 15' 33" East, a distance of 246.71 feet to the beginning of a curve,

with the arc of a curve to the right, having a central angle of 71° 51' 19", a radius of 100.48 feet, an arc length of 126.02 feet, a chord bearing of North 48° 11' 12" East, a chord distance of 117.92 feet, to a point;

South 88° 51' 45" East, a distance of 182.41 feet, to a point;

South 13° 53' 00" West, a distance of 21.15 feet, to a point;

South 47° 12' 27" West, a distance of 97.70 feet, to a point;

with the arc of a curve to the left, having a central angle of 30° 39' 07", a radius of 507.41 feet, an arc length of 271.45 feet, a chord bearing of South 26° 16' 56" West, a chord distance of 268.23 feet, to a point;

South 08° 22' 47" West, a distance of 200.20 feet, to a point;

South 01° 16' 16" East, a distance of 273.74 feet to a point;

with the arc of a curve to the right, having a central angle of 69° 46' 45", a radius of 175.98 feet, an arc length of 214.32 feet, a chord bearing of South 61° 20' 25" West, a chord distance of 201.32 feet, to a point;

North 78° 13' 02" West, a distance of 97.71 feet, to the TRUE POINT OF BEGINNING, containing 3.832 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



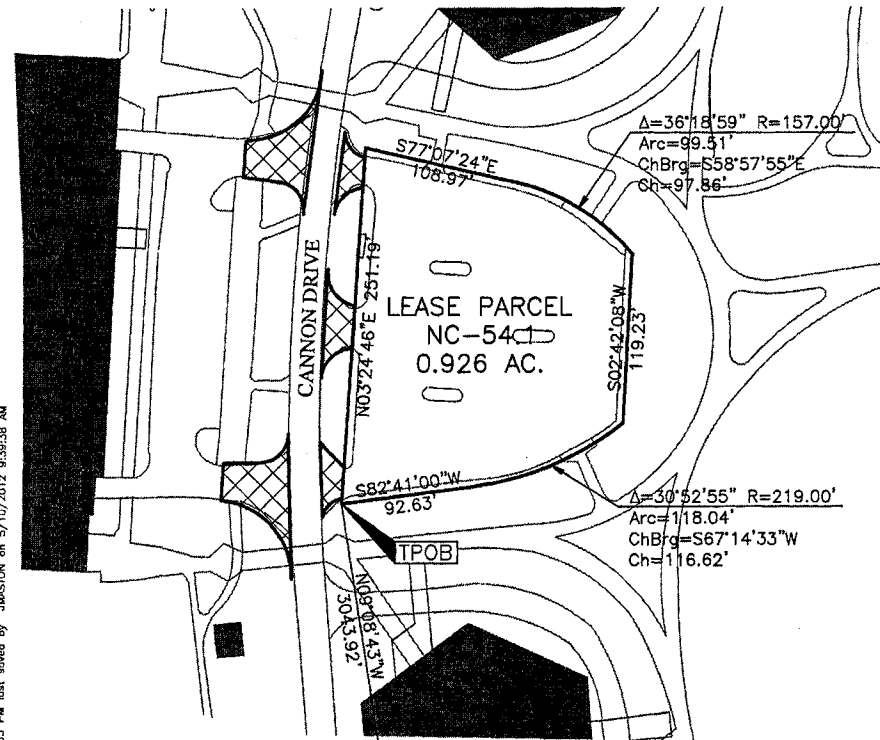
Evans, Mechwart, Hamblin & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 3500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 866.775.3448
 emht.com

LEASE PARCEL NC-54.1
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

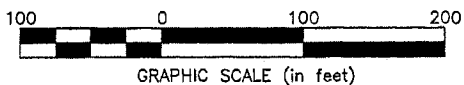
Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\DWG\ASHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_08.DWG plotted by JMASTON on 5/10/2012 8:38:38 AM
 Xref: BUILDINGS.DWG & DRIVE1.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL NC-54.1
0.926 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 09° 08' 43" West, a distance of 3043.92 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 24' 46" East, a distance of 251.19 feet, to a point;

South 77° 07' 24" East, a distance of 108.97 feet to a point of curvature;

with the arc of said curve to the right, having a central angle of 36° 18' 59", a radius of 157.00 feet, an arc length of 99.51 feet, a chord bearing of South 58° 57' 55" East, a chord distance of 97.86 feet, to a point on a non-tangent line;

South 02° 42' 08" West, a distance of 119.23 feet to a point on a curve;

with the arc of said curve to the right, having a central angle of 30° 52' 55", a radius of 219.00 feet, an arc length of 118.04 feet, a chord bearing of South 67° 14' 33" West, a chord distance of 116.62 feet to a point;

South 82° 41' 00" West, a distance of 92.63 feet, to the TRUE POINT OF BEGINNING, containing 0.926 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



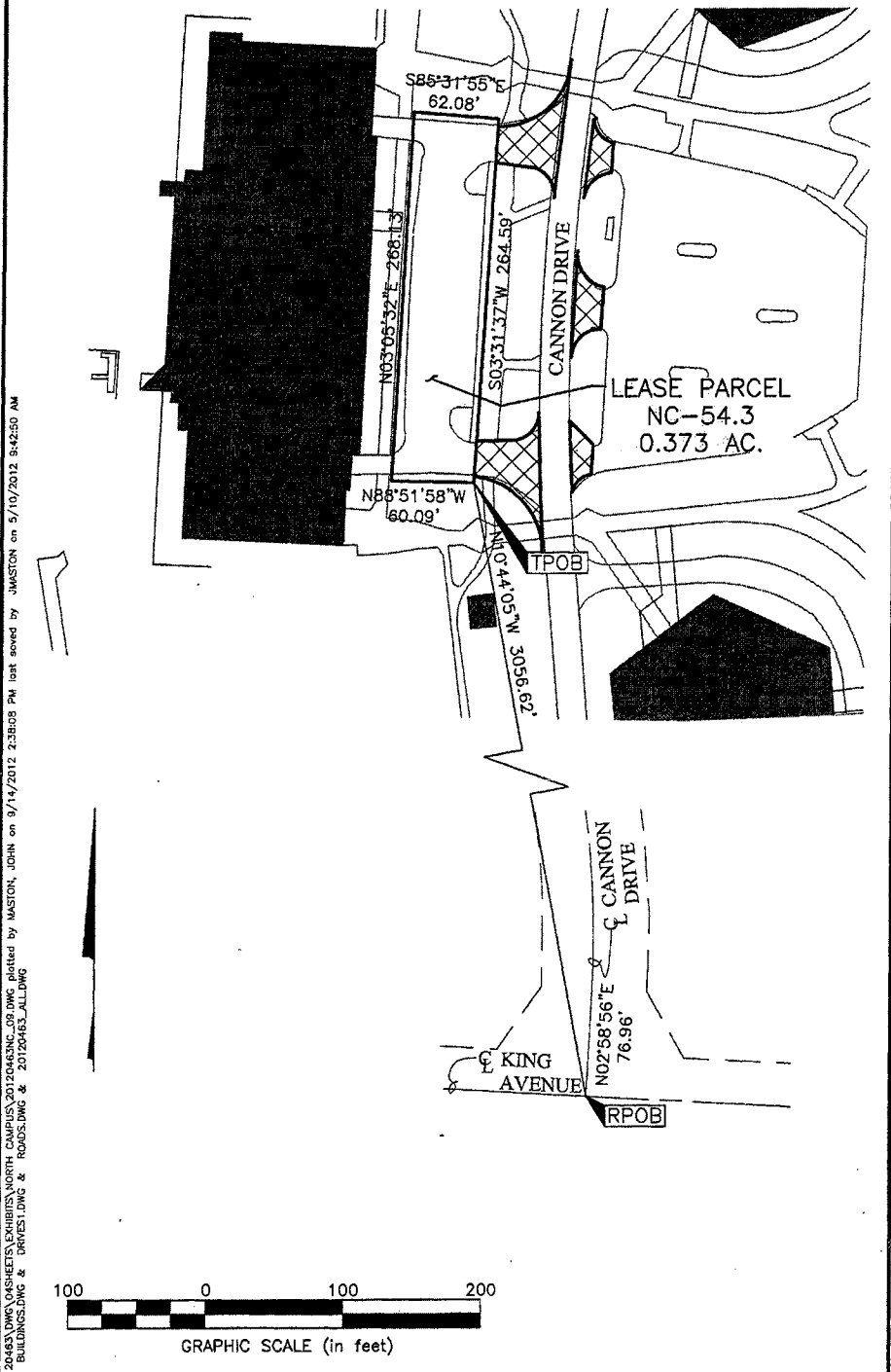
Evans, Mechwart, Hamblison & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 6500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 855.775.3448
 emht.com

LEASE PARCEL NC-54.3
THE OHIO STATE UNIVERSITY
NORTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463.DWG\0463SHEETS\EXHIBITS\NORTH CAMPUS\20120463NC_09.DWG plotted by WASTON, JOHN on 9/14/2012 2:38:08 PM last saved by WASTON on 5/10/2012 9:42:50 AM
 Xrefs: BUILDINGS.DWG & DRIVE1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NC-54.3
0.373 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 10° 44' 05" West, a distance of 3056.62 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 51' 58" West, a distance of 60.09 feet, to a point;

North 03° 05' 32" East, a distance of 268.13 feet, to a point;

South 85° 31' 55" East, a distance of 62.08 feet, to a point;

South 03° 31' 37" West, a distance of 264.59 feet, to the TRUE POINT OF BEGINNING, containing 0.373 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4503 Toll Free: 866.775.3448
 emht.com

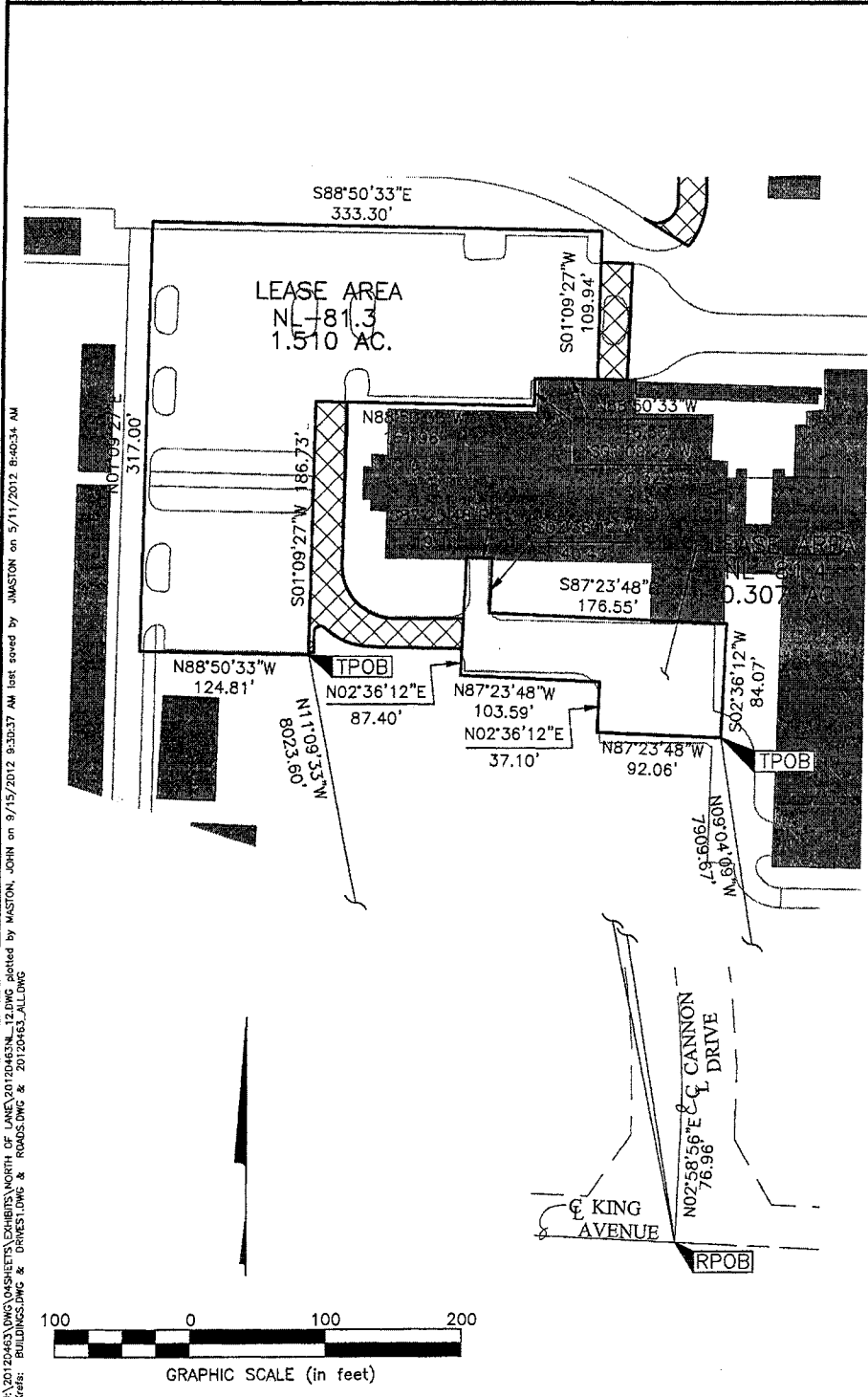
LEASE PARCELS NL-81.3 & NL-81.4 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'



I:\2012\0463\DWG\0463SHEETS\EXHIBITS\NORTH OF LANE\2012\0463NL-12.DWG plotted by MASTON, JOHN on 9/15/2012 9:30:37 AM last saved by JMASTON on 5/11/2012 8:40:34 AM
 Revis: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 2012\0463_ALLOWG

LEASE PARCEL NL-81.3
1.510 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $11^{\circ} 09' 33''$ West, a distance of 8023.60 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $88^{\circ} 50' 33''$ West, a distance of 124.81 feet, to a point;

North $01^{\circ} 09' 27''$ East, a distance of 317.00 feet, to a point;

South $88^{\circ} 50' 33''$ East, a distance of 333.30 feet, to a point;

South $01^{\circ} 09' 27''$ West, a distance of 109.94 feet, to a point;

North $88^{\circ} 50' 33''$ West, a distance of 46.53 feet, to a point;

South $01^{\circ} 09' 27''$ West, a distance of 20.32 feet, to a point;

North $88^{\circ} 50' 33''$ West, a distance of 161.96 feet, to a point;

South $01^{\circ} 09' 27''$ West, a distance of 186.73 feet, to the TRUE POINT OF BEGINNING, containing 1.510 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-81.4
0.307 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 09° 04' 09" West, a distance of 7909.67 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 87° 23' 48" West, a distance of 92.06 feet, to a point;

North 02° 36' 12" East, a distance of 37.10 feet, to a point;

North 87° 23' 48" West, a distance of 103.59 feet, to a point;

North 02° 36' 12" East, a distance of 87.40 feet, to a point;

South 87° 23' 48" East, a distance of 19.11 feet, to a point;

South 02° 36' 12" West, a distance of 40.43 feet, to a point;

South 87° 23' 48" East, a distance of 176.55 feet, to a point;

South 02° 36' 12" West, a distance of 84.07 feet, to the TRUE POINT OF BEGINNING, containing 0.307 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hamblen & Tison, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.5446
 emht.com

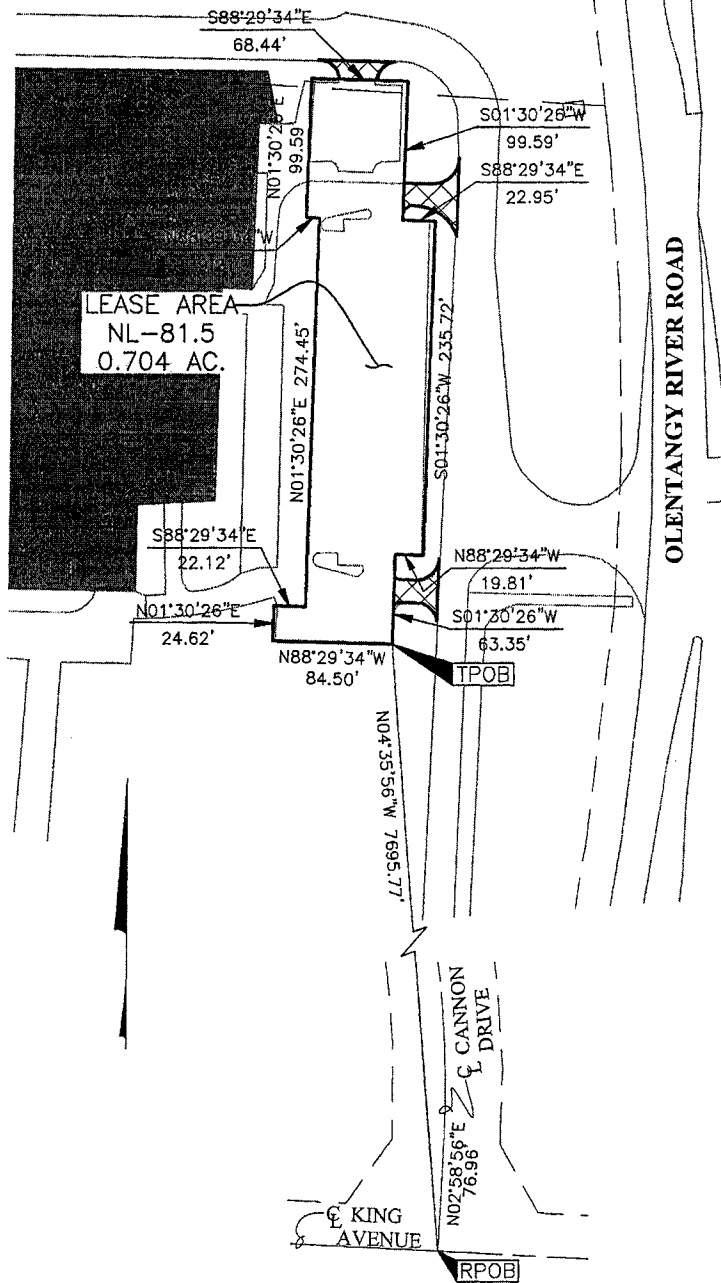
LEASE PARCEL NL-81.5 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\463\DWG\ASHEETS\ORIENT\NORTH OF LANE\20120463NL-1.DWG plotted by MASTON, JOHN on 9/15/2012 9:25:47 AM last saved by MASTON on 5/11/2012 8:34:41 AM
 PLOT: BOUNDINGBOX & DRIVES.DWG & 20120463.LL.DWG

LEASE PARCEL NL-81.5
0.704 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 04° 35' 56" West, a distance of 7695.77 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 29' 34" West, a distance of 84.50 feet, to a point;

North 01° 30' 26" East, a distance of 24.62 feet, to a point;

South 88° 29' 34" East, a distance of 22.12 feet, to a point;

North 01° 30' 26" East, a distance of 274.45 feet, to a point;

North 88° 29' 34" West, a distance of 9.21 feet, to a point;

North 01° 30' 26" East, a distance of 99.59 feet, to a point;

South 88° 29' 34" East, a distance of 68.44 feet, to a point;

South 01° 30' 26" West, a distance of 99.59 feet, to a point;

South 88° 29' 34" East, a distance of 22.95 feet, to a point;

South 01° 30' 26" West, a distance of 235.72 feet, to a point;

North 88° 29' 34" West, a distance of 19.81 feet, to a point;

South 01° 30' 26" West, a distance of 63.35 feet, to the TRUE POINT OF BEGINNING, containing 0.704 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



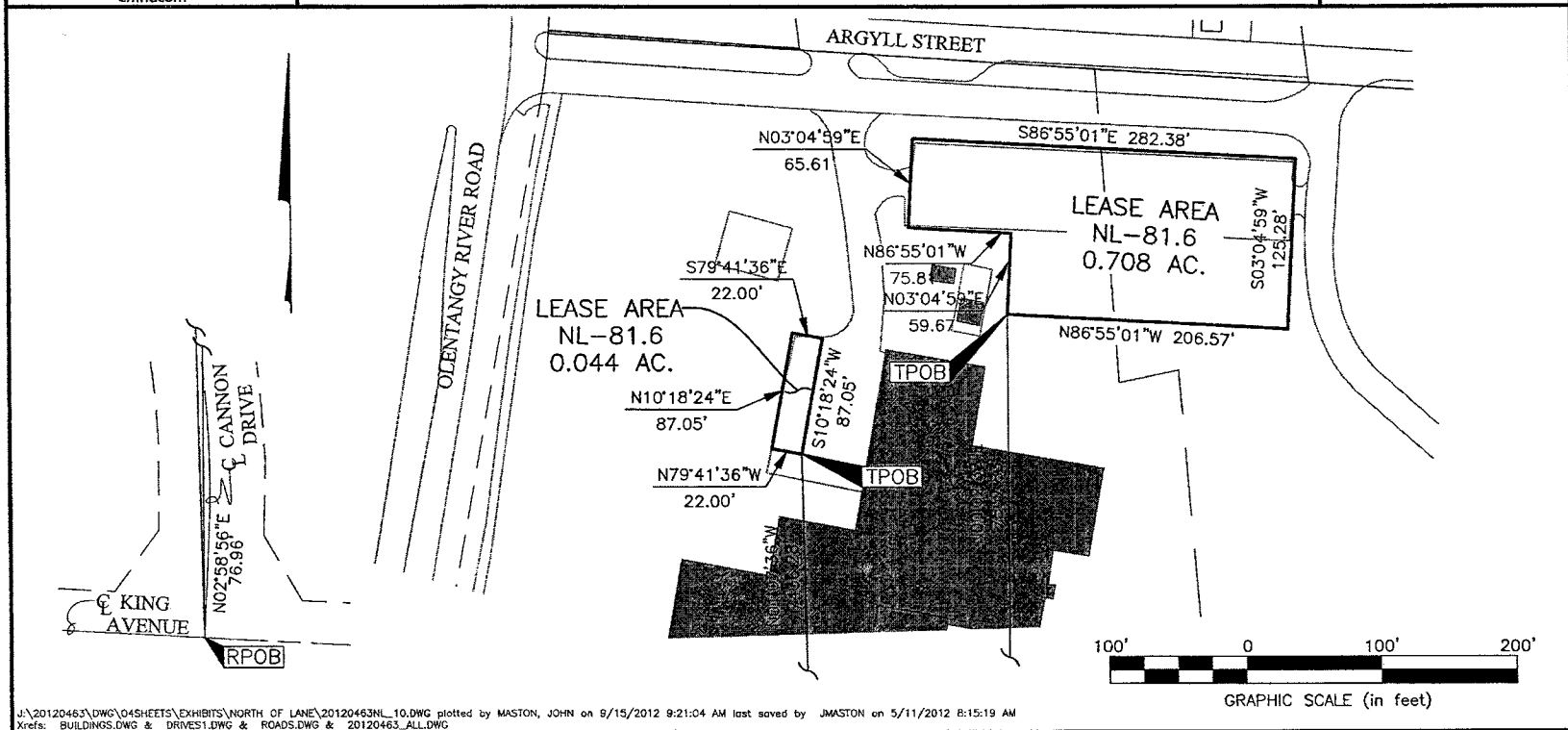
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5900 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL NL-81.6
THE OHIO STATE UNIVERSITY
NORTH OF LANE
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH OF LANE\20120463NL_10.DWG plotted by MASTON, JOHN on 5/15/2012 9:21:04 AM last saved by JMASTON on 5/11/2012 8:15:19 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NL-81.6
0.044 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 01° 07' 36" West, a distance of 7436.28 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 79° 41' 36" West, a distance of 22.00 feet, to a point;

North 10° 18' 24" East, a distance of 87.05 feet, to a point;

South 79° 41' 36" East, a distance of 22.00 feet, to a point;

South 10° 18' 24" West, a distance of 87.05 feet, to the TRUE POINT OF BEGINNING, containing 0.044 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-81.6
0.708 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $00^{\circ} 02' 33''$ West, a distance of 7537.83 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $03^{\circ} 04' 59''$ East, a distance of 59.67 feet, to a point;

North $86^{\circ} 55' 01''$ West, a distance of 75.81 feet, to a point;

North $03^{\circ} 04' 59''$ East, a distance of 65.61 feet, to a point;

South $86^{\circ} 55' 01''$ East, a distance of 282.38 feet, to a point;

South $03^{\circ} 04' 59''$ West, a distance of 125.28 feet, to a point;

North $86^{\circ} 55' 01''$ West, a distance of 206.57 feet, to the TRUE POINT OF BEGINNING, containing 0.708 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Machward, Hambleton & Titch, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.8548
 emht.com

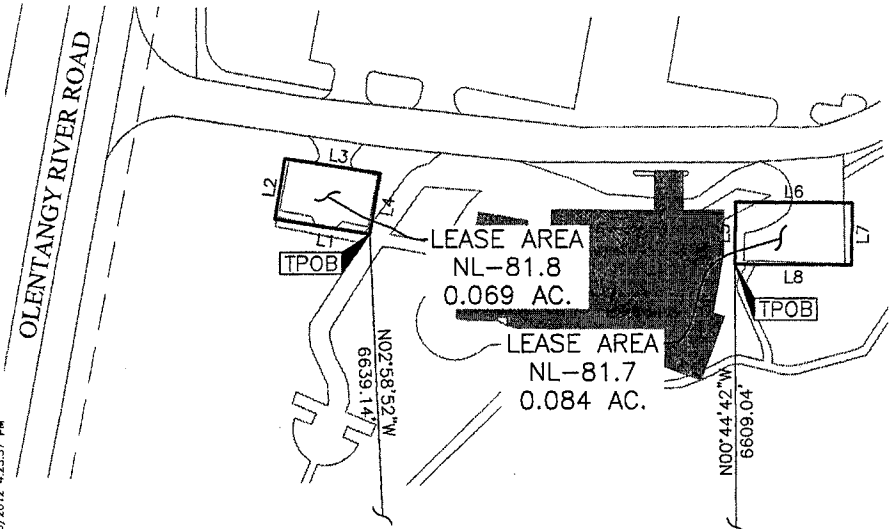
LEASE PARCELS NL-81.7 & NL-81.8 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'



Line Table

Line Number	Bearing	Length
L1	N81°03'57"W	68.49'
L2	N08°56'03"E	43.90'
L3	S81°03'57"E	68.49'
L4	S08°56'03"W	43.90'
L5	N00°21'53"E	44.32'
L6	S89°38'07"E	82.52'
L7	S00°21'53"W	44.32'
L8	N89°38'07"W	82.52'



GRAPHIC SCALE (in feet)

U:\20120463\DWG\CASHSETS\EXHIBITS\NORTH OF LANE\20120463NL_07.DWG plotted by MASTON, JOHN on 9/15/2012 9:13:03 AM last saved by MASTON, JOHN on 5/10/2012 4:25:57 PM
 xref: BUILDING.DWG & DWGSET.DWG & ROAD.DWG & 20120463_ALL.DWG

LEASE PARCEL NL-81.7
0.084 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 00° 44' 42" West, a distance of 6609.04 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 00° 21' 53" East, a distance of 44.32 feet, to a point;

South 89° 38' 07" East, a distance of 82.52 feet, to a point;

South 00° 21' 53" West, a distance of 44.32 feet, to a point;

North 89° 38' 07" West, a distance of 82.52 feet, to the TRUE POINT OF BEGINNING, containing 0.084 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

**LEASE PARCEL NL-81.8
0.069 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $02^{\circ} 58' 52''$ West, a distance of 6639.14 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $81^{\circ} 03' 57''$ West, a distance of 68.49 feet, to a point;

North $08^{\circ} 56' 03''$ East, a distance of 43.90 feet, to a point;

South $81^{\circ} 03' 57''$ East, a distance of 68.49 feet, to a point;

South $08^{\circ} 56' 03''$ West, a distance of 43.9 feet, to the TRUE POINT OF BEGINNING, containing 0.069acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 8500 New Albany Road, Columbus, OH 43254
 Phone: 614.273.4500 Toll Free: 888.776.2448
 emht.com

LEASE PARCEL NL-81.7 THE OHIO STATE UNIVERSITY NORTH OF LANE

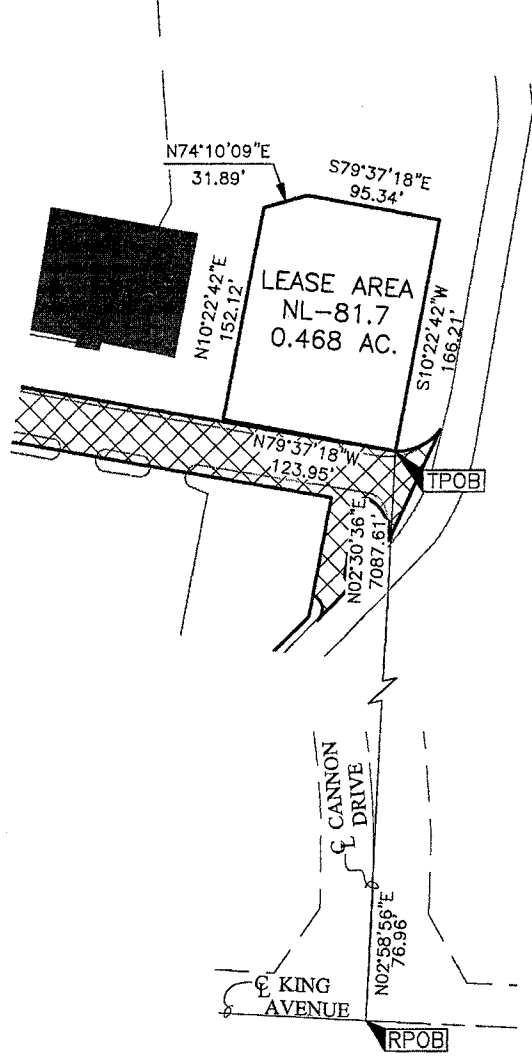
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'

U:\2012\0463\DWG\CASHEE'S EXHIBITS\NORTH OF LANE\20120463NL_09.DWG plotted by MASTON, JOHN on 9/17/2012 8:50:50 AM last saved by JIMASTON on 9/15/2012 8:18:18 AM
 Xref: BUILDINGS.DWG & DRIVEST.DWG & 20120463_ALL.DWG



LEASE PARCEL NL-81.7
0.468 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 02° 30' 36" East, a distance of 7087.61 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 79° 37' 18" West, a distance of 123.95 feet, to a point;

North 10° 22' 42" East, a distance of 152.12 feet, to a point;

North 74° 10' 09" East, a distance of 31.89 feet, to a point;

South 79° 37' 18" East, a distance of 95.34 feet, to a point;

South 10° 22' 42" West, a distance of 166.21 feet, to the TRUE POINT OF BEGINNING, containing 0.468 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3448

emht.com

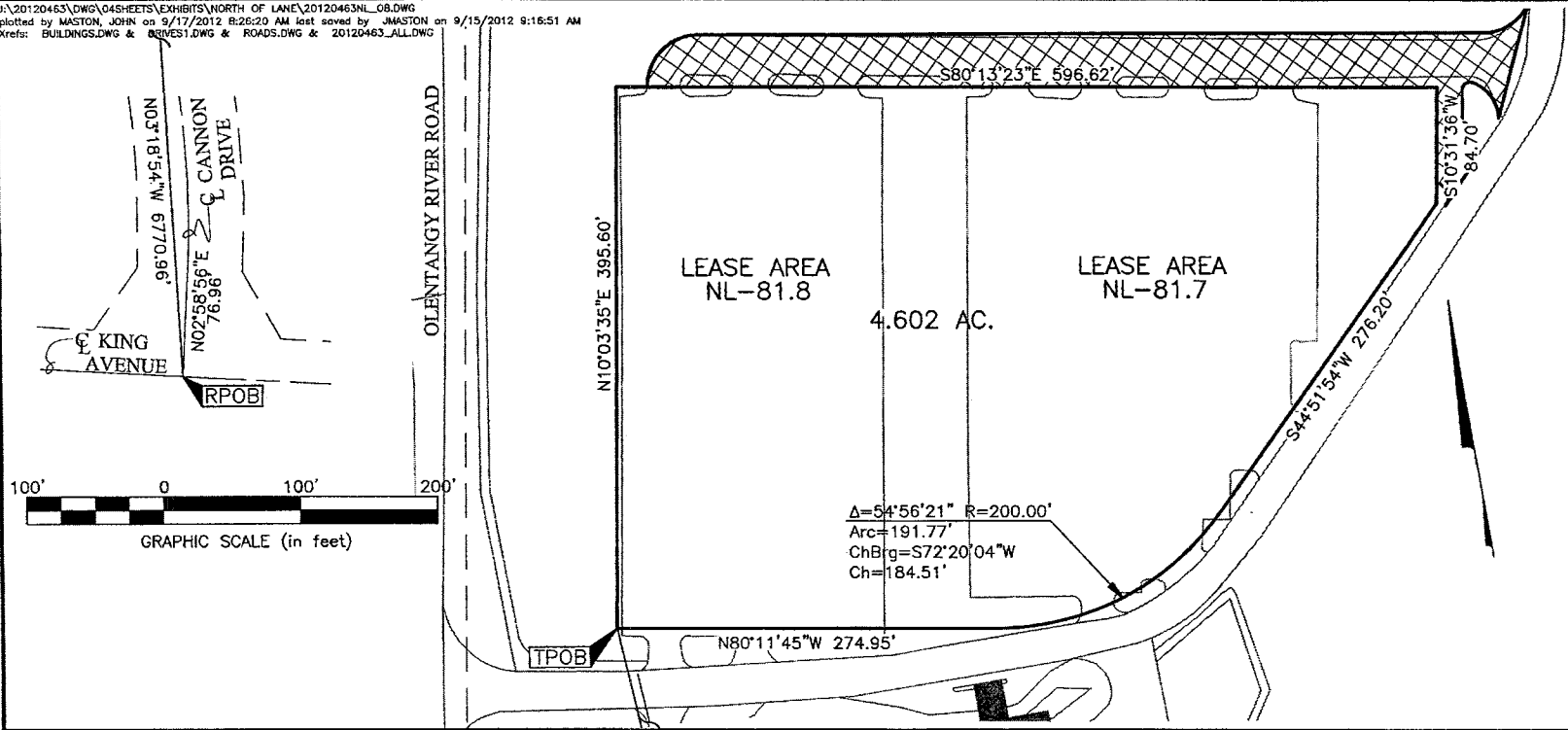
LEASE PARCELS NL-81.7 & NL-81.8
THE OHIO STATE UNIVERSITY
NORTH OF LANE
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Scale: 1" = 100'

Job No. 2012-0463

X:\2012\0463\DWG\04SHEETS\EXHIBIT'S NORTH OF LANE\20120463NL_08.DWG
 plotted by MASTON, JOHN on 9/17/2012 8:26:20 AM last saved by JMASTON on 9/15/2012 9:16:51 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG



**LEASE PARCEL NL-81.7 & 81.8
4.602 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $03^{\circ} 18' 54''$ West, a distance of 6770.96 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $10^{\circ} 03' 35''$ East, a distance of 395.60 feet, to a point;

South $80^{\circ} 13' 23''$ East, a distance of 596.62 feet, to a point;

South $10^{\circ} 31' 36''$ West, a distance of 84.70 feet, to a point;

South $44^{\circ} 51' 54''$ West, a distance of 276.20 feet, to a point;

with the arc of a curve to the right, having a central angle of $54^{\circ} 56' 21''$, a radius of 200.0 feet, an arc length of 191.77 feet, a chord bearing of South $72^{\circ} 20' 04''$ West, a chord distance of 184.51 feet, to a point;

North $80^{\circ} 11' 45''$ West, a distance of 274.95 feet, to the TRUE POINT OF BEGINNING, containing 4.602 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



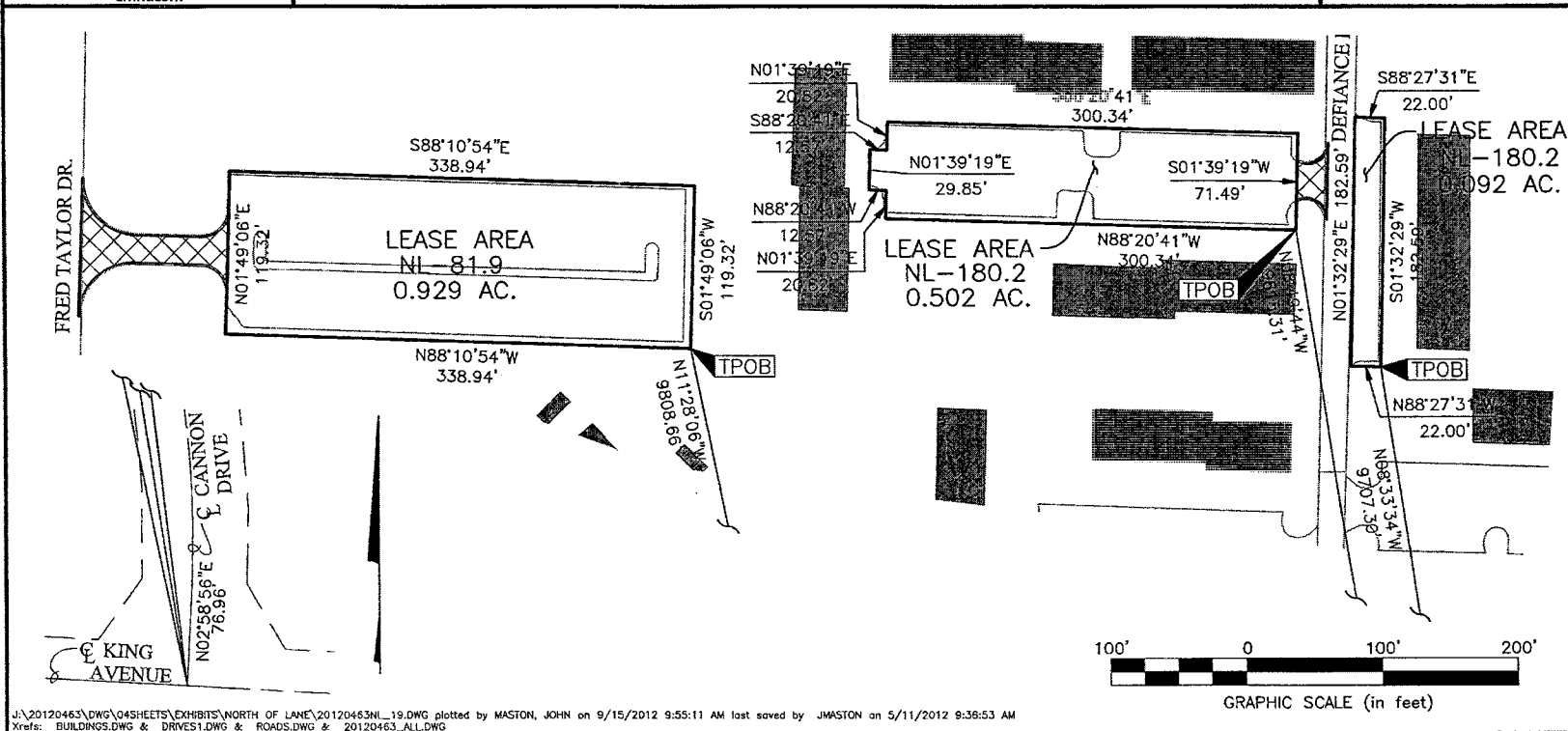
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCELS NL-81.9 & NL-180.2
THE OHIO STATE UNIVERSITY
NORTH OF LANE
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL NL-81.9
0.929 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 11° 28' 06" West, a distance of 9808.66 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 10' 54" West, a distance of 338.94 feet to a point;

North 01° 49' 06" East, a distance of 119.32 feet to a point;

South 88° 10' 54" East, a distance of 338.94 feet to a point;

South 01° 49' 06" West, a distance of 119.32 feet, to the TRUE POINT OF BEGINNING, containing 0.929 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.092 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 08° 33' 34" West, a distance of 9707.30 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 27' 31" West, a distance of 22.00 feet to a point;

North 01° 32' 29" East, a distance of 182.59 feet to a point;

South 88° 27' 31" East, a distance of 22.00 feet to a point;

South 01° 32' 29" West, a distance of 182.59 feet, to the TRUE POINT OF BEGINNING, containing 0.092 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.502 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 08° 49' 44" West, a distance of 9815.31 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 20' 41" West, a distance of 300.34 feet to a point;

North 01° 39' 19" East, a distance of 20.82 feet to a point;

North 88° 20' 41" West, a distance of 12.57 feet to a point;

North 01° 39' 19" East, a distance of 29.85 feet to a point;

South 88° 20' 41" East, a distance of 12.57 feet to a point;

North 01° 39' 19" East, a distance of 20.82 feet to a point;

South 88° 20' 41" East, a distance of 300.34 feet to a point;

South 01° 39' 19" West, a distance of 71.49 feet, to the TRUE POINT OF BEGINNING, containing 0.502 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3548
 emht.com

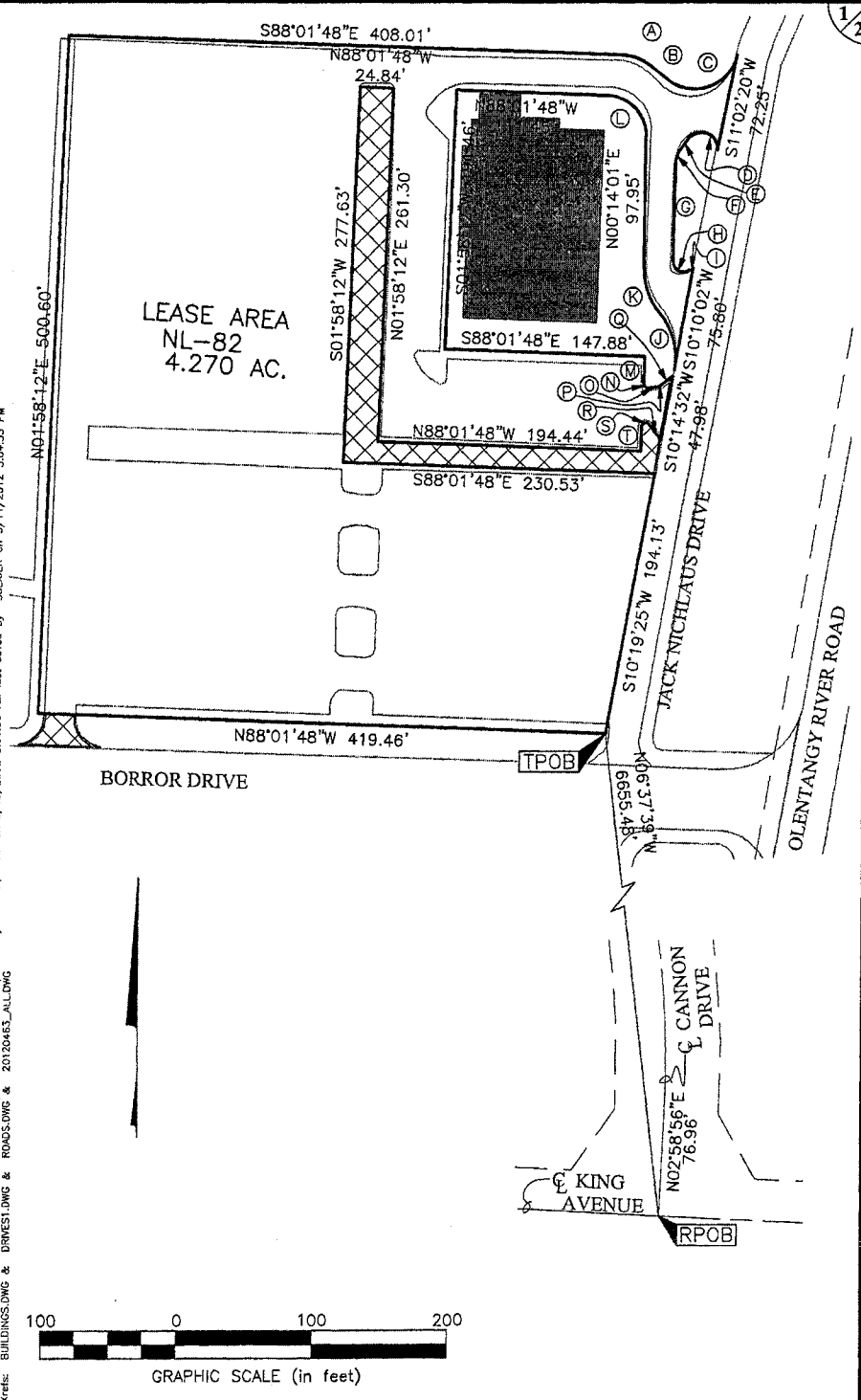
LEASE PARCEL NL-82 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'



JA 20120463.DWG, DASHRETS, EXHIBITS, NORTH OF LANE, 20120463.N, O.DWG, edited by MASTON, JOHN on 5/11/2012 3:04:53 PM
 xrefs: BUILDINGS.DWG & DRIVES.DWG & 20120463_ALLOWED



Evans, Mechwart, Hornbaker & Tison, Inc.
 Engineers • Surveyors • Planners • Scientists
 5507 New Albany Road, Columbus, OH 43054
 Phone: 614.773.4800 Fax: 614.773.3448
 emht.com

LEASE PARCEL NL-82 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'

2/2

- (A) $\Delta=36^{\circ}35'30''$ R=40.00'
Arc=25.55'
ChBrg=S69°44'03"E
Ch=25.11'
- (B) S51°26'18"E
15.87'
- (C) $\Delta=116^{\circ}22'10''$ R=32.00'
Arc=64.99'
ChBrg=N70°22'37"E
Ch=54.38'
- (D) $\Delta=143^{\circ}47'21''$ R=12.00'
Arc=30.12'
ChBrg=N67°19'57"W
Ch=22.82'
- (E) S37°01'10"W
9.50'
- (F) $\Delta=35^{\circ}53'07''$ R=20.00'
Arc=12.53'
ChBrg=S19°04'36"W
Ch=12.32'
- (G) S01°08'03"W
71.38'
- (H) $\Delta=119^{\circ}37'55''$ R=8.00'
Arc=16.70'
ChBrg=S58°40'55"E
Ch=13.83'
- (I) N61°30'08"E
3.87'
- (J) $\Delta=50^{\circ}57'09''$ R=50.00'
Arc=44.46'
ChBrg=N15°18'33"W
Ch=43.01'
- (K) $\Delta=41^{\circ}01'08''$ R=50.00'
Arc=35.80'
ChBrg=N20°16'34"W
Ch=35.04'
- (L) $\Delta=88^{\circ}15'48''$ R=30.00'
Arc=46.21'
ChBrg=N43°53'54"W
Ch=41.78'
- (M) S01°58'12"W
20.00'
- (N) $\Delta=95^{\circ}51'23''$ R=3.00'
Arc=5.02'
ChBrg=S45°57'29"E
Ch=4.45'
- (O) N86°06'49"E
6.06'
- (P) $\Delta=33^{\circ}44'38''$ R=7.00'
Arc=4.12'
ChBrg=N69°14'31"E
Ch=4.06'
- (Q) N52°22'12"E
11.32'
- (R) N38°57'01"W
14.71'
- (S) $\Delta=139^{\circ}04'47''$ R=3.00'
Arc=7.28'
ChBrg=S71°30'36"W
Ch=5.62'
- (T) S01°58'12"W
17.93'

X:\2012\0463\DWG\CASHMETS\SCHEMETS\NORTH OF LANE\20120463NL_05.DWG plotted by WASTON, JOHN on 4/24/2012 3:46:02 PM last saved by JMASTON on 4/24/2012 3:53:05 PM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG

LEASE PARCEL NL-82
4.270 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 06° 37' 39" West, a distance of 6655.48 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 01' 48" West, a distance of 419.46 feet, to a point;

North 01° 58' 12" East, a distance of 500.60 feet, to a point;

South 88° 01' 48" East, a distance of 408.01 feet, to a point;

with an arc of a curve to the right, having a central angle of 36° 35' 30", a radius of 40.00 feet, an arc length of 25.55 feet, a chord bearing of South 69° 44' 03" East, a chord distance of 25.11 feet, to a point;

South 51° 26' 18" East, a distance of 15.87 feet, to a point;

with an arc of a curve to the left, having a central angle of 116° 22' 10" a radius of 32.00 feet, an arc length of 64.99 feet, a chord bearing of North 70° 22' 37" East, a chord distance of 54.38 feet, to a point;

South 11° 02' 20" West, a distance of 72.25 feet to a point;

with an arc of a curve to the left, having a central angle of 143° 47' 21" a radius of 12.00 feet, an arc length of 30.12 feet, a chord bearing of North 67° 19' 57" West, a chord distance of 22.82 feet, to a point;

South 37° 01' 10" West, a distance of 9.50 feet to a point;

with an arc of a curve to the left, having a central angle of 35° 53' 07" a radius of 20.00 feet, an arc length of 12.53 feet, a chord bearing of South 19° 04' 36" West, a chord distance of 12.32 feet, to a point;

South 01° 08' 03" West, a distance of 71.38 feet, to a point;

with an arc of a curve to the left, having a central angle of 119° 37' 55", a radius of 8.00 feet, an arc length of 16.70 feet, a chord bearing of South 58° 40' 55" East, a chord distance of 13.83 feet, to a point;

North 61° 30' 08" East, a distance of 3.87 feet, to a point;

South 10° 10' 02" West, a distance of 75.80 feet, to a point;

with an arc of a curve to the left, having a central angle of 50° 57' 09" a radius of 50.00 feet, an arc length of 44.46 feet, a chord bearing of North 15° 18' 33" West, a chord distance of 43.01 feet, to a point;

with an arc of a curve to the right, having a central angle of 41° 01' 08" a radius of 50.00 feet, an arc length of 35.80 feet, a chord bearing of North 20° 16' 34" West, a chord distance of 35.04 feet, to a point;

North 00° 14' 01" East, a distance of 97.95 feet, to a point;

with an arc of a curve to the left, having a central angle of $88^{\circ} 15' 48''$ a radius of 30.00 feet, an arc length of 46.21 feet, a chord bearing of North $43^{\circ} 53' 54''$ West, a chord distance of 41.78 feet, to a point;

North $88^{\circ} 01' 48''$ West, a distance of 111.45 feet, to a point;

South $01^{\circ} 58' 12''$ West, a distance of 191.46 feet, to a point;

South $88^{\circ} 01' 48''$ East, a distance of 147.88 feet, to a point;

South $01^{\circ} 58' 12''$ West, a distance of 20.00 feet, to a point;

with an arc of a curve to the left, having a central angle of $95^{\circ} 51' 23''$ a radius of 3.00 feet, an arc length of 5.02 feet, a chord bearing of South $45^{\circ} 57' 29''$ East, a chord distance of 4.45 feet, to a point;

North $86^{\circ} 06' 49''$ East, a distance of 6.06 feet, to a point;

with an arc of a curve to the left, having a central angle of $33^{\circ} 44' 38''$, a radius of 7.00 feet, an arc length of 4.12 feet, a chord bearing of North $69^{\circ} 14' 31''$ East, a chord distance of 4.06 feet, to a point;

North $52^{\circ} 22' 12''$ East, a distance of 11.32 feet, to a point;

South $10^{\circ} 14' 32''$ West, a distance of 47.98 feet, to a point;

North $38^{\circ} 57' 01''$ West, a distance of 14.71 feet, to a point;

with an arc of a curve to the left, having a central angle of $139^{\circ} 04' 47''$ a radius of 3.00 feet, an arc length of 7.28 feet, a chord bearing of South $71^{\circ} 30' 36''$ West, a chord distance of 5.62 feet, to a point;

South $01^{\circ} 58' 12''$ West, a distance of 17.93 feet, to a point;

North $88^{\circ} 01' 48''$ West, a distance of 194.44 feet, to a point;

North $01^{\circ} 58' 12''$ East, a distance of 261.30 feet, to a point;

North $88^{\circ} 01' 48''$ West, a distance of 24.84 feet, to a point;

South $01^{\circ} 58' 12''$ West, a distance of 277.63 feet, to a point;

South $88^{\circ} 01' 48''$ East, a distance of 230.53 feet, to a point;

South $10^{\circ} 19' 25''$ West, a distance of 194.13 feet, to the TRUE POINT OF BEGINNING, containing 4.270 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Hechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5900 New Albany Road, Columbus, OH 43254
 Phone: 614.778.4500 Toll free: 888.775.3648
 emht.com

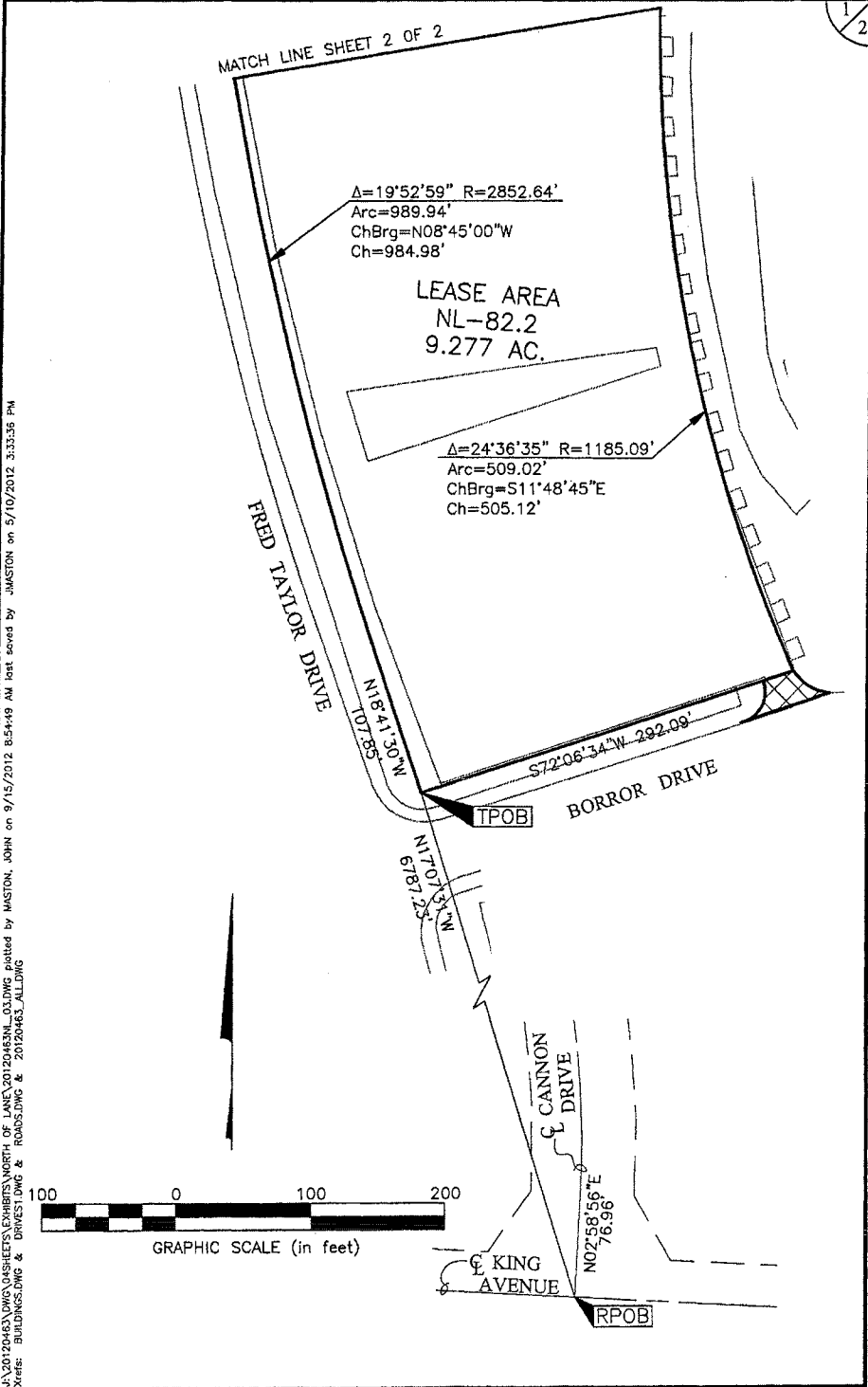
LEASE PARCEL NL-82.2 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\DWG\ASHEETS\EXHIBITS\NORTH OF LANE\20120463NL_03.DWG plotted by JMASTON on 5/10/2012 3:33:35 PM
 Xrefs: BUILDINGS.DWG & DRIVE.DWG & ROAD.DWG & 20120463_AL.DWG



Evans, Mochwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43034
 Phone: 614.775.4500 Toll Free: 888.775.5648
 emht.com

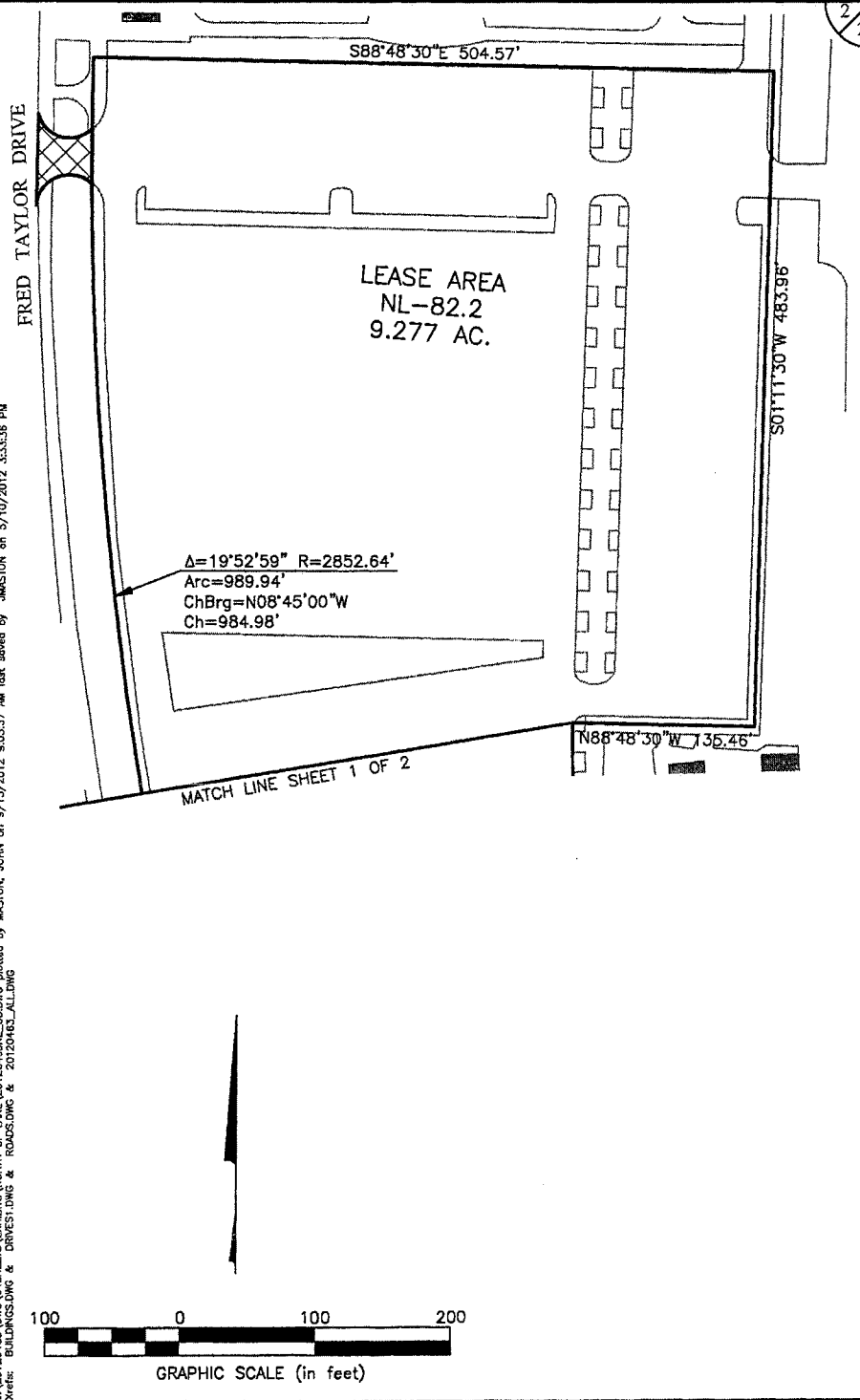
LEASE PARCEL NL-82.2 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'



A:\2012\0463\WORKSHEETS\SUBMITTALS\NORTH OF LANE\20120403\NL_03.DWG plotted by MASTON, JOHN on 9/15/2012 9:03:37 AM last saved by MASTON on 5/10/2012 3:33:36 PM
 User: BILLYGIBSON & DRVEST@GIBSON & ROUSONG LLC 20120403_AJL.DWG

LEASE PARCEL NL-82.2
9.277 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 17° 07' 31" West, a distance of 6787.23 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 18° 41' 30" West, a distance of 107.85 feet, to a point;

with an arc of a curve to the right, having a central angle of 19° 52' 59", a radius of 2852.64 feet, an arc length of 989.94 feet, a chord bearing of North 08° 45' 00" West, a chord distance of 984.98 feet, to a point;

South 88° 48' 30" East, a distance of 504.57 feet, to a point;

South 01° 11' 30" West, a distance of 483.96 feet, to a point;

North 88° 48' 30" West, a distance of 135.46 feet, to a point;

with an arc of a curve to the left, having a central angle of 24° 36' 35", a radius of 1185.09 feet, an arc length of 509.02 feet, a chord bearing of South 11° 48' 45" East, a chord distance of 505.12 feet, to a point;

South 72° 06' 34" West, a distance of 292.09 feet, to the TRUE POINT OF BEGINNING, containing 9.277 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tillon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.775.5448
 emht.com

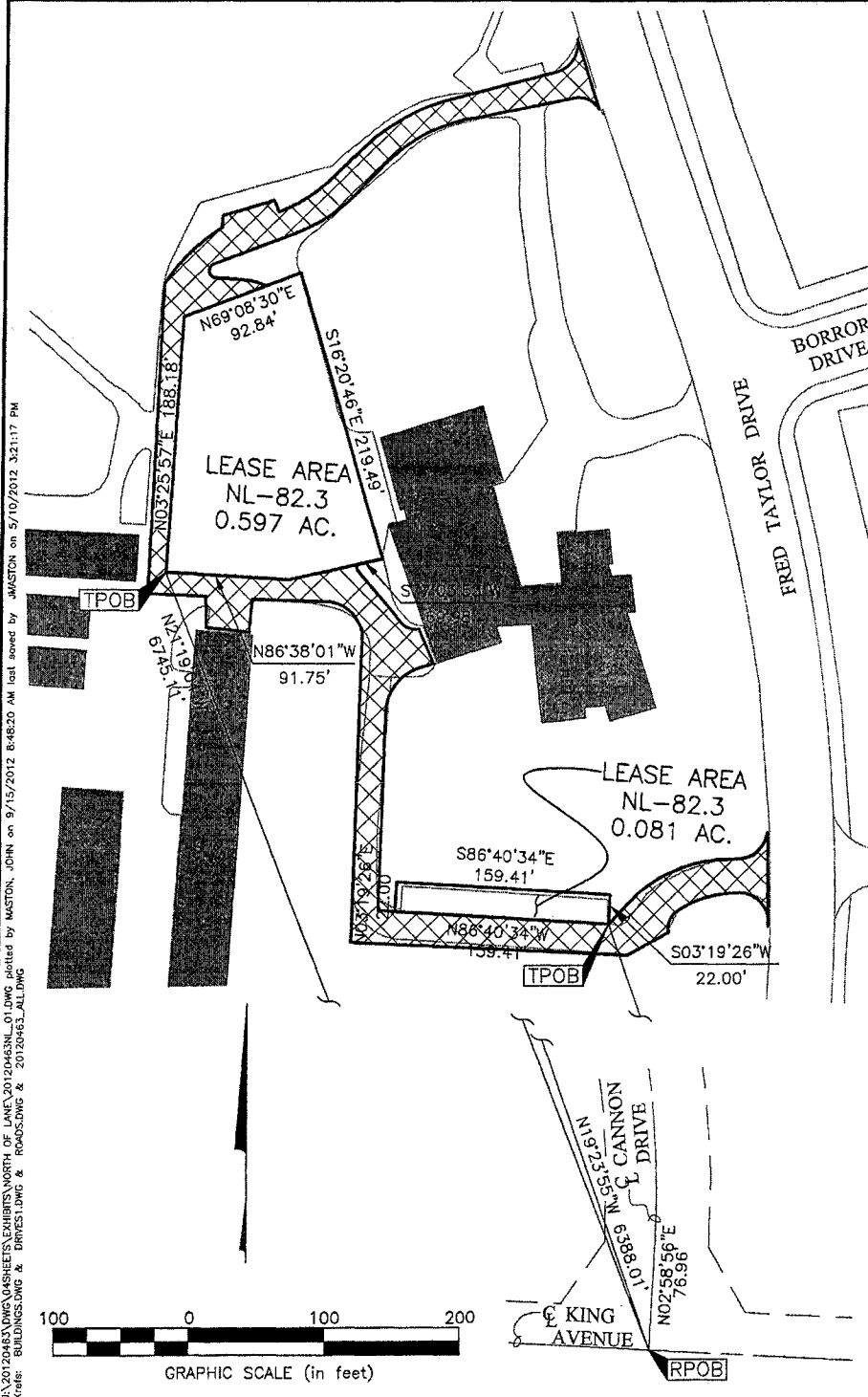
LEASE PARCEL NL-82.3 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'



X:\2012\0463\DWG\ASHEETS\EXHIBITS\NORTH OF LANE\20120463NL_01.DWG plotted by MASTON, JOHN on 9/15/2012 8:48:20 AM last saved by MASTON on 5/10/2012 3:21:17 PM
 Title: BUILDINGS.DWG & DRIVES.DWG & ROAD.DWG & 20120463.ALL.DWG

LEASE PARCEL NL-82.3
0.597 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $21^{\circ} 19' 04''$ West, a distance of 6745.11 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $03^{\circ} 25' 57''$ East, a distance of 188.18 feet, to a point;

North $69^{\circ} 08' 30''$ East, a distance of 92.84 feet, to a point;

South $16^{\circ} 20' 46''$ East, a distance of 219.49 feet, to a point;

South $77^{\circ} 03' 53''$ West, a distance of 69.98 feet, to a point;

North $86^{\circ} 38' 01''$ West, a distance of 91.75 feet, to the TRUE POINT OF BEGINNING, containing 0.597 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-82.3
0.081 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 19° 23' 55" West, a distance of 6388.01 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 40' 34" West, a distance of 159.41 feet, to a point;

North 03° 19' 26" East, a distance of 22.00 feet, to a point;

South 86° 40' 34" East, a distance of 159.41 feet, to a point;

South 03° 19' 26" West, a distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.081 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Machward, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Fax: 614.775.3648
 emht.com

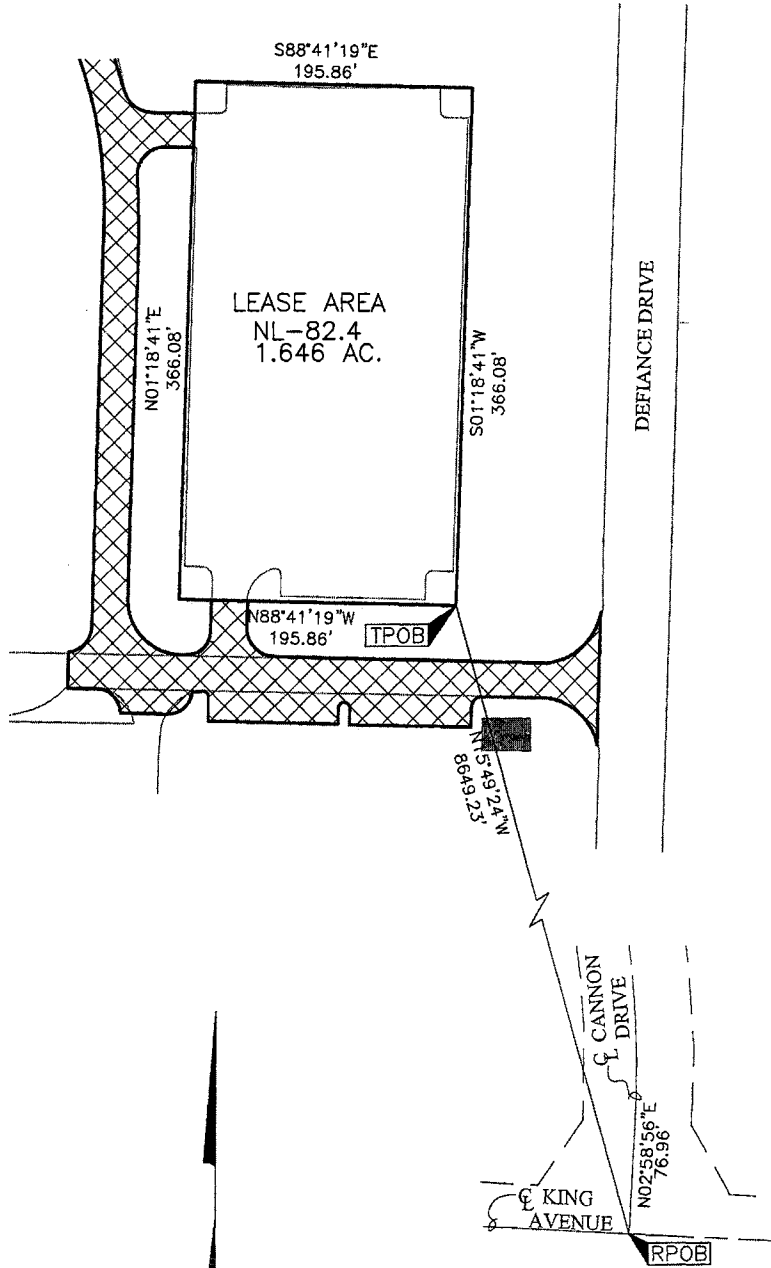
LEASE PARCEL NL-82.4 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 12, 2012

Job No. 2012-0463

Scale: 1" = 100'



GRAPHIC SCALE (in feet)

I:\2012\0463\DWG\CASHIERS\LEASERS\NORTH OF LANE\20120463NL-82.4.DWG, plotted by MASTON, JOHN on 5/11/2012 8:49:33 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & 20120463_LAYOUT.DWG

LEASE PARCEL NL-82.4
1.646 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $15^{\circ} 49' 24''$ West, a distance of 8649.23 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $88^{\circ} 41' 19''$ West, a distance of 195.86 feet, to a point;

North $01^{\circ} 18' 41''$ East, a distance of 366.08 feet, to a point;

South $88^{\circ} 41' 19''$ East, a distance of 195.86 feet, to a point;

South $01^{\circ} 18' 41''$ West, a distance of 366.08 feet, to the TRUE POINT OF BEGINNING, containing 1.646 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hornblaton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5800 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL NL-82.5 THE OHIO STATE UNIVERSITY NORTH OF LANE

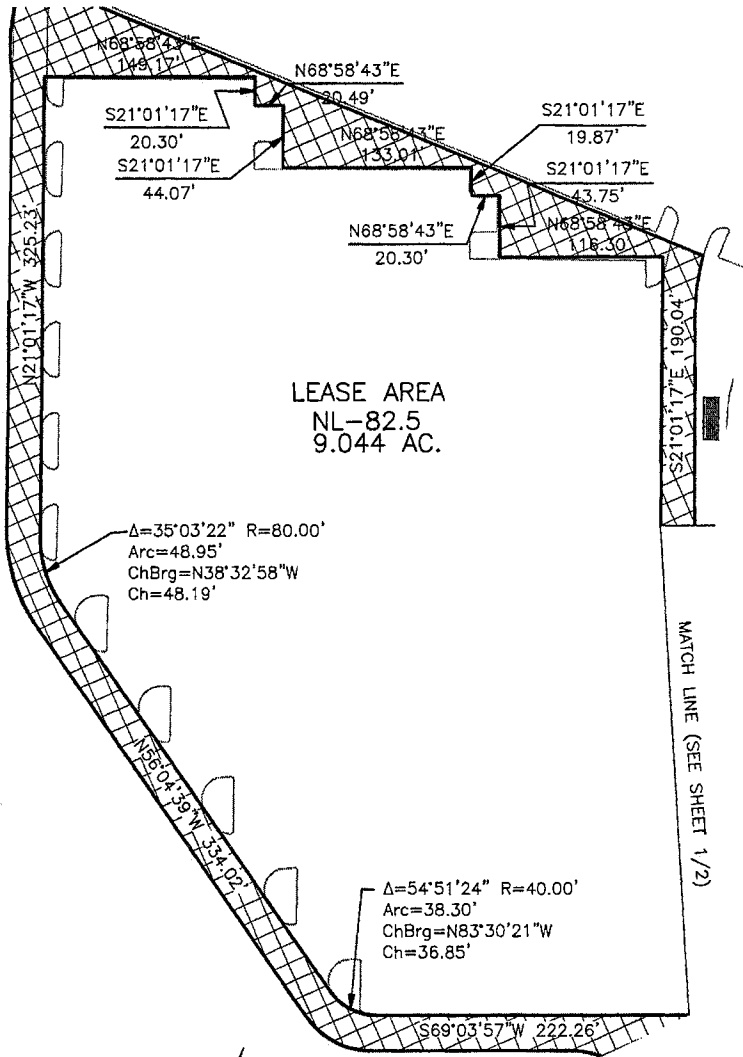
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

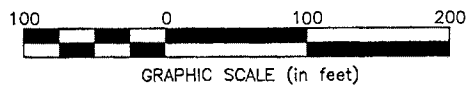
Job No. 2012-0463

Scale: 1" = 100'

2/2



J:\2012\0463\DWG\0463SHEETS\EXHIBITS\NORTH OF LANE\20120463NL_20.DWG plotted by MASTON, JOHN on 9/15/2012 8:59:16 AM last saved by SEDGER on 5/11/2012 3:21:24 PM
 xref: BUILDINGS.DWG & DRIVE.DWG & ROADS.DWG & 20120463_ALL.DWG





LEASE PARCEL NL-82.5 THE OHIO STATE UNIVERSITY NORTH OF LANE

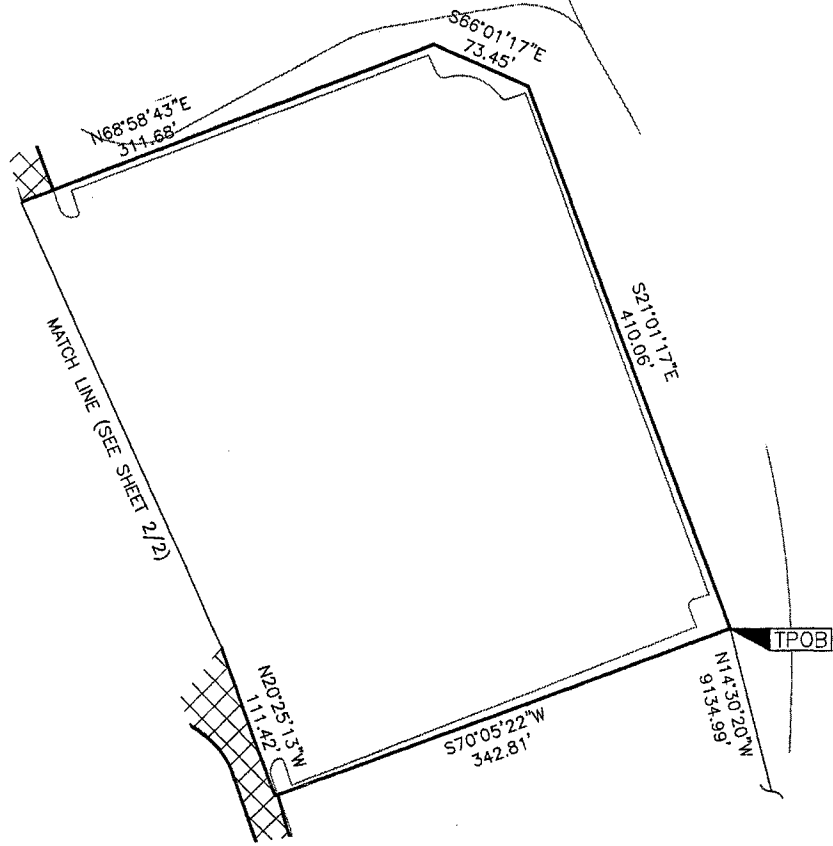
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

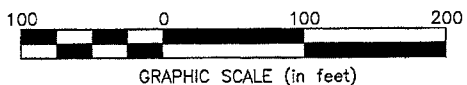
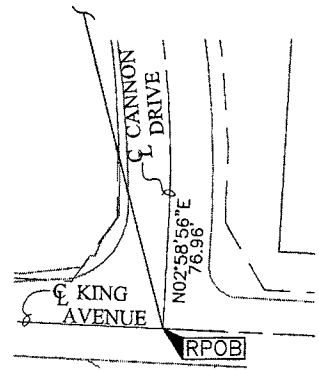
Job No. 2012-0463

Scale: 1" = 100'

1/2



A:\2012\0463\DWG\0463SHEETS\0463SHEETS\NORTH OF LANE\20120463NL_20.DWG plotted by MASTON, JOHN on 9/15/2012 9:56:12 AM last saved by SEIGER on 5/11/2012 3:27:24 PM
Title: BUILDINGS.DWG & DIVERSITY.DWG & ROADS.DWG & 20120463_NL.DWG



GRAPHIC SCALE (in feet)

LEASE PARCEL NL-82.5
9.044 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 14° 30' 20" West, a distance of 9134.99 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

South 70° 05' 22" West, a distance of 342.81 feet to a point;

North 20° 25' 13" West, a distance of 111.42 feet to a point;

South 69° 03' 57" West, a distance of 222.26 feet to a point of curvature of a curve to the right;

With the arc of said curve, having a central angle of 54° 51' 24", a radius of 40.00 feet, an arc length of 38.30 feet, having a chord bearing and distance of North 83° 30' 21" West, 36.85 feet to a point of tangency;

North 56° 04' 39" West, a distance of 334.02 feet to a point of curvature of a curve to the right;

With the arc of said curve, having a central angle of 35° 03' 22", a radius of 80.00 feet, an arc length of 48.95 feet, having a chord bearing and distance of North 38° 32' 58" West, 48.19 feet to a point of tangency;

North 21° 01' 17" West, a distance of 325.23 feet to a point;

North 68° 58' 43" East, a distance of 149.17 feet to a point;

South 21° 01' 17" East, a distance of 20.30 feet to a point;

North 68° 58' 43" East, a distance of 20.49 feet to a point;

South 21° 01' 17" East, a distance of 44.07 feet to a point;

North 68° 58' 43" East, a distance of 133.01 feet to a point;

South 21° 01' 17" East, a distance of 19.87 feet to a point;

North 68° 58' 43" East, a distance of 20.30 feet to a point;

South 21° 01' 17" East, a distance of 43.75 feet to a point;

North 68° 58' 43" East, a distance of 116.30 feet to a point;

South 21° 01' 17" East, a distance of 190.04 feet to a point;

North 68° 58' 43" East, a distance of 311.68 feet to a point;

South 66° 01' 17" East, a distance of 73.45 feet to a point;

South 21° 01' 17" East, a distance of 410.06 feet, to the TRUE POINT OF BEGINNING, containing 9.044 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



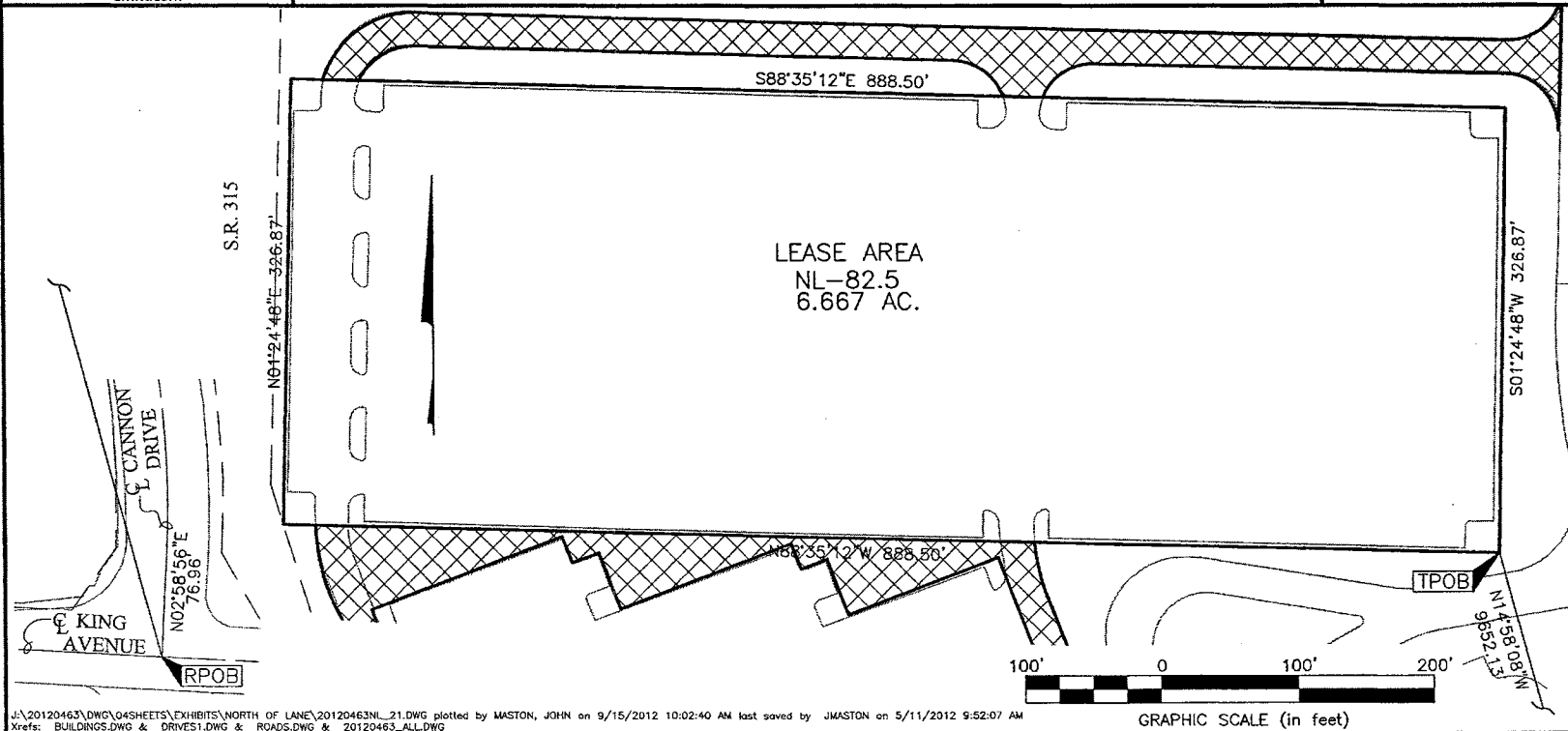
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL NL-82.5
THE OHIO STATE UNIVERSITY
NORTH OF LANE
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH OF LANE\20120463NL_21.DWG plotted by MASTON, JOHN on 9/15/2012 10:02:40 AM last saved by JMASTON on 5/11/2012 9:52:07 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NL-82.5
6.667 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 14° 58' 08" West, a distance of 9652.13 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 35' 12" West, a distance of 888.50 feet to a point;

North 01° 24' 48" East, a distance of 326.87 feet to a point;

South 88° 35' 12" East, a distance of 888.50 feet to a point;

South 01° 24' 48" West, a distance of 326.87 feet, to the TRUE POINT OF BEGINNING, containing 6.667 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



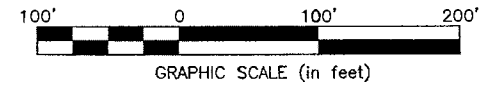
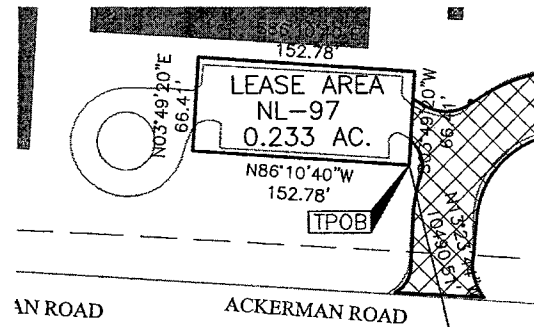
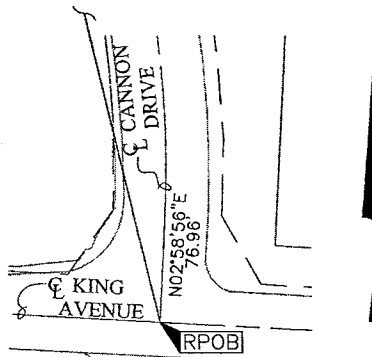
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL NL-97
THE OHIO STATE UNIVERSITY
NORTH OF LANE
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL NL-97
0.233 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 13° 23' 44" West, a distance of 10,490.51 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 10' 40" West, a distance of 152.78 feet to a point;

North 03° 49' 20" East, a distance of 66.41 feet to a point;

South 86° 10' 40" East, a distance of 152.78 feet to a point;

South 03° 49' 20" West, a distance of 66.41 feet, to the TRUE POINT OF BEGINNING, containing 0.233 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



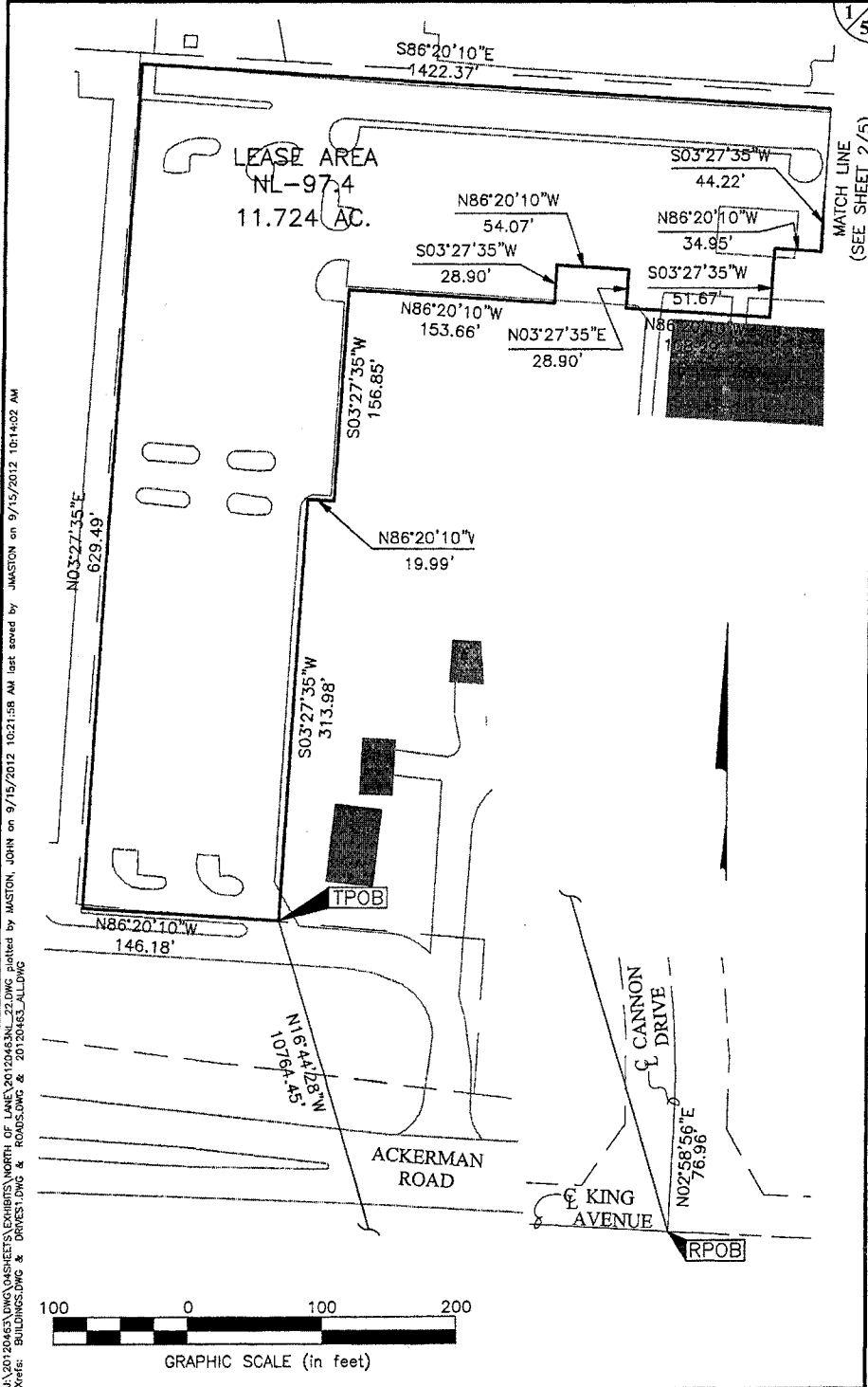
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 8500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Fax: 614.775.2644
 emht.com

LEASE PARCELS NL-97.1, NL-97.2, NL-97.3 & NL-97.4
THE OHIO STATE UNIVERSITY
NORTH OF LANE
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\20120463\DWG\ASSETS\EXHIBITS\NORTH OF LANE\20120463NL_22.DWG plotted by MASTON, JOHN on 9/15/2012 10:21:58 AM last saved by MASTON on 9/15/2012 10:14:02 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463L_ALLOD.DWG



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Fax: 614.775.2648
 emht.com

LEASE PARCELS NL-97.1, NL-97.2, NL-97.3 & NL-97.4
THE OHIO STATE UNIVERSITY
NORTH OF LANE
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

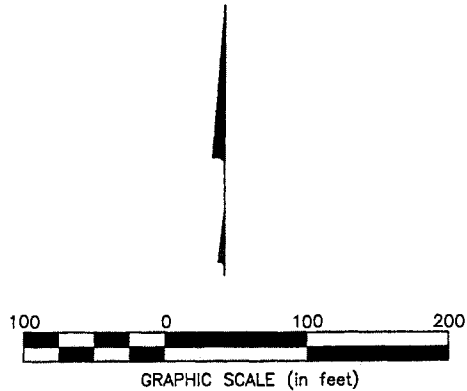
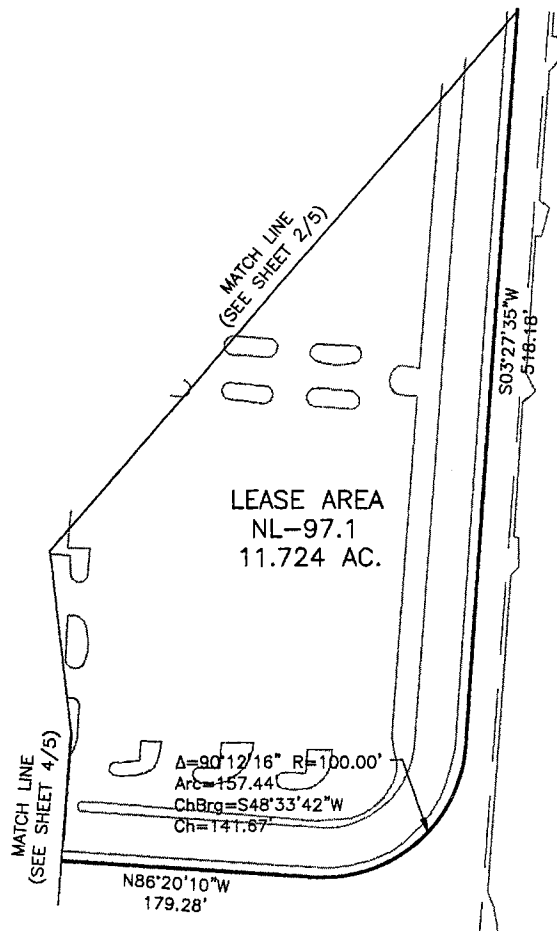
Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'

3/5

JA_20120463.DWG (4/3 SHEETS) EXHIBITS NORTH OF LANE 20120463.NL_22.DWG plotted by MASTON, JOHN on 9/15/2012 10:08:12 AM last saved by MASTON on 5/17/2012 4:15:44 PM
 Refs: BUILDINGS.DWG & DRIVES.DWG & FORDS.DWG





Ernst, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5600 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.2648
 emht.com

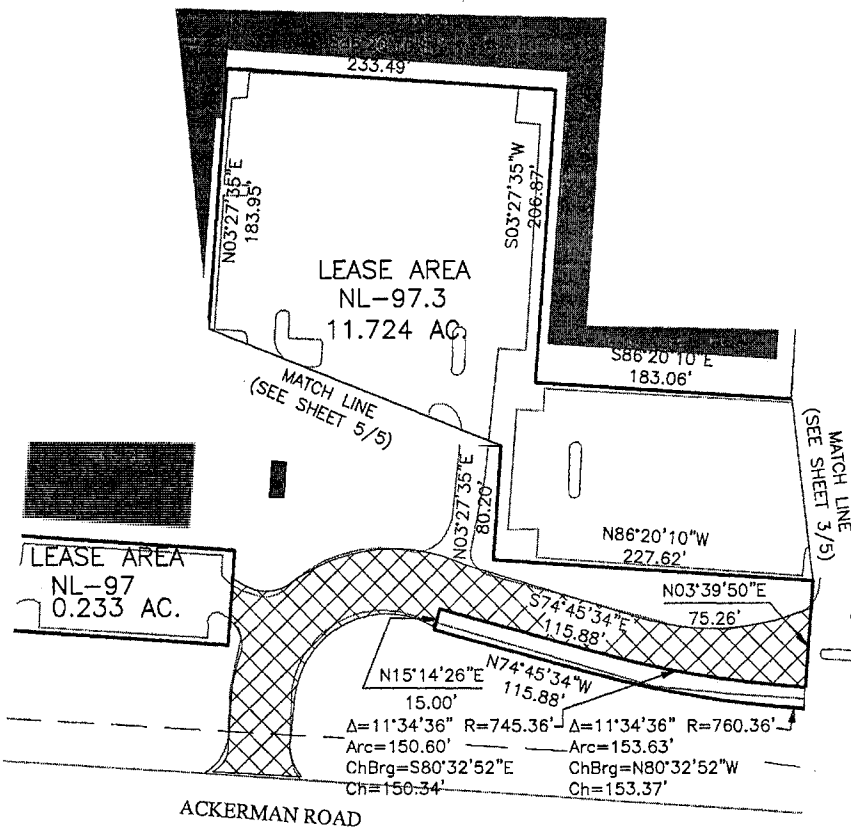
LEASE PARCELS NL-97.1, NL-97.2, NL-97.3 & NL-97.4
THE OHIO STATE UNIVERSITY
NORTH OF LANE
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

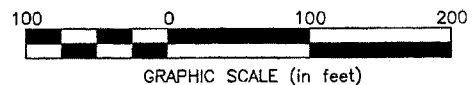
Job No. 2012-0463

Scale: 1" = 100'

4/5



J:\2012\0463\DWG\ASHEETS\EXHIBITS\NORTH OF LANE\20120463NL_22.DWG plotted by MASTON, JOHN on 5/15/2012 10:12:28 AM last saved by JMASTON on 5/17/2012 4:15:44 PM
 Xrefs: BUILDINGS.DWG & ROADS.DWG





Evans, Mechwart, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43224
 Phone: 614.775.4500 Fax: 614.775.2948
 emht.com

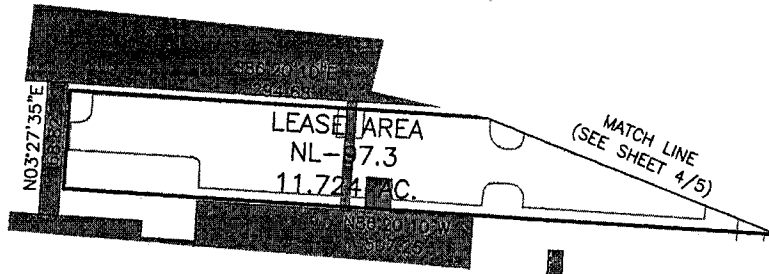
LEASE PARCELS NL-97.1, NL-97.2, NL-97.3 & NL-97.4
THE OHIO STATE UNIVERSITY
NORTH OF LANE
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

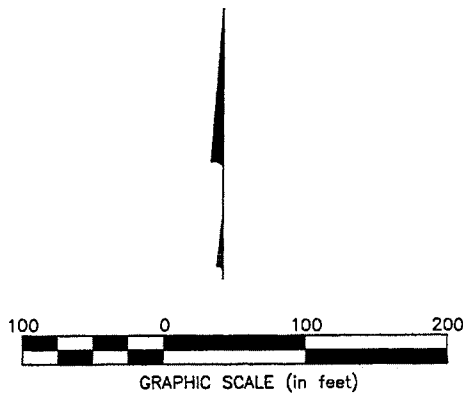
Job No. 2012-0463

Scale: 1" = 100'

5/5



J:\2012\0463\WORKSHEETS\EXHIBITS\NORTH OF LANE\20120463NL_22.DWG plotted by MASTON, JOHN on 9/15/2012 10:13:22 AM last saved by MASTON on 5/17/2012 4:15:44 PM
 PLOT: BUILDINGS & DRIVE.DWG & ROAD.DWG



LEASE PARCEL NL-97.1, NL-97.2, NL-97.3 & NL-97.4
11.724 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $16^{\circ} 44' 28''$ West, a distance of 10764.45 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $86^{\circ} 20' 10''$ West, a distance of 146.18 feet to a point;

North $03^{\circ} 27' 35''$ East, a distance of 629.49 feet to a point;

South $86^{\circ} 20' 10''$ East, a distance of 1422.37 feet to a point of curvature of a curve to the right;

With the arc of said curve, having a central angle of $89^{\circ} 47' 44''$, a radius of 90.00 feet, an arc length of 141.05 feet, having a chord bearing and distance of South $41^{\circ} 26' 18''$ East, 127.05 feet to a point of tangency;

South $03^{\circ} 27' 35''$ West, a distance of 518.18 feet to a point of curvature of a curve to the right;

With the arc of said curve, having a central angle of $90^{\circ} 12' 16''$, a radius of 100.00 feet, an arc length of 157.44 feet to a point, having a chord bearing and distance of South $48^{\circ} 33' 42''$ West, 141.67 feet to a point of tangency;

North $86^{\circ} 20' 10''$ West, a distance of 179.28 feet to a point of curvature of a curve to the right;

With the arc of said curve, having a central angle of $11^{\circ} 34' 36''$, a radius of 760.36, an arc length of 153.63 feet, having a chord bearing and distance of North $80^{\circ} 32' 52''$ West, 153.37 feet to a point of tangency;

North $74^{\circ} 45' 34''$ West, a distance of 115.88 feet to a point;

North $15^{\circ} 14' 26''$ East, a distance of 15.00 feet to a point;

South $74^{\circ} 45' 34''$ East, a distance of 115.88 feet to a point of curvature of a curve to the left;

With the arc of said curve, having a central angle of $11^{\circ} 34' 36''$, a radius of 745.36 feet, an arc length of 150.60 feet, having a chord bearing and distance of South $80^{\circ} 32' 52''$ East, 150.34 feet to a point;

North $03^{\circ} 39' 50''$ East, a distance of 75.26 feet to a point;

North $86^{\circ} 20' 10''$ West, a distance of 227.62 feet to a point;

North $03^{\circ} 27' 35''$ East, a distance of 80.20 feet to a point;

North $86^{\circ} 20' 10''$ West, a distance of 507.25 feet to a point;

North $03^{\circ} 27' 35''$ East, a distance of 68.82 feet to a point;

South $86^{\circ} 20' 10''$ East, a distance of 294.68 feet to a point;

North $03^{\circ} 27' 35''$ East, a distance of 183.95 feet to a point;

**LEASE PARCEL NL-97.1, NL-97.2, NL-97.3 & NL-97.4
11.724 ACRE**

2

South 86° 20' 10" East, a distance of 233.49 feet to a point;
South 03° 27' 35" West, a distance of 206.87 feet to a point;
South 86° 20' 10" East, a distance of 183.06 feet to a point;
North 03° 27' 35" East, a distance of 429.09 feet to a point;
North 86° 20' 10" West, a distance of 691.96 feet to a point;
South 03° 27' 35" West, a distance of 44.22 feet to a point;
North 86° 20' 10" West, a distance of 34.95 feet to a point;
South 03° 27' 35" West, a distance of 51.67 feet to a point;
North 86° 20' 10" West, a distance of 108.29 feet to a point;
North 03° 27' 35" East, a distance of 28.90 feet to a point;
North 86° 20' 10" West, a distance of 54.07 feet to a point;
South 03° 27' 35" West, a distance of 28.90 feet to a point;
North 86° 20' 10" West, a distance of 153.66 feet to a point;
South 03° 27' 35" West, a distance of 156.85 feet to a point;
North 86° 20' 10" West, a distance of 19.99 feet to a point;
South 03° 27' 35" West, a distance of 313.98 feet, to the TRUE POINT OF
BEGINNING, containing 11.724 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tibon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 866.775.3648
 emht.com

LEASE PARCEL NL-180.1 THE OHIO STATE UNIVERSITY NORTH OF LANE

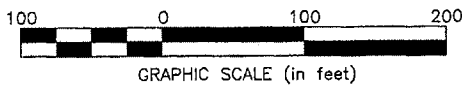
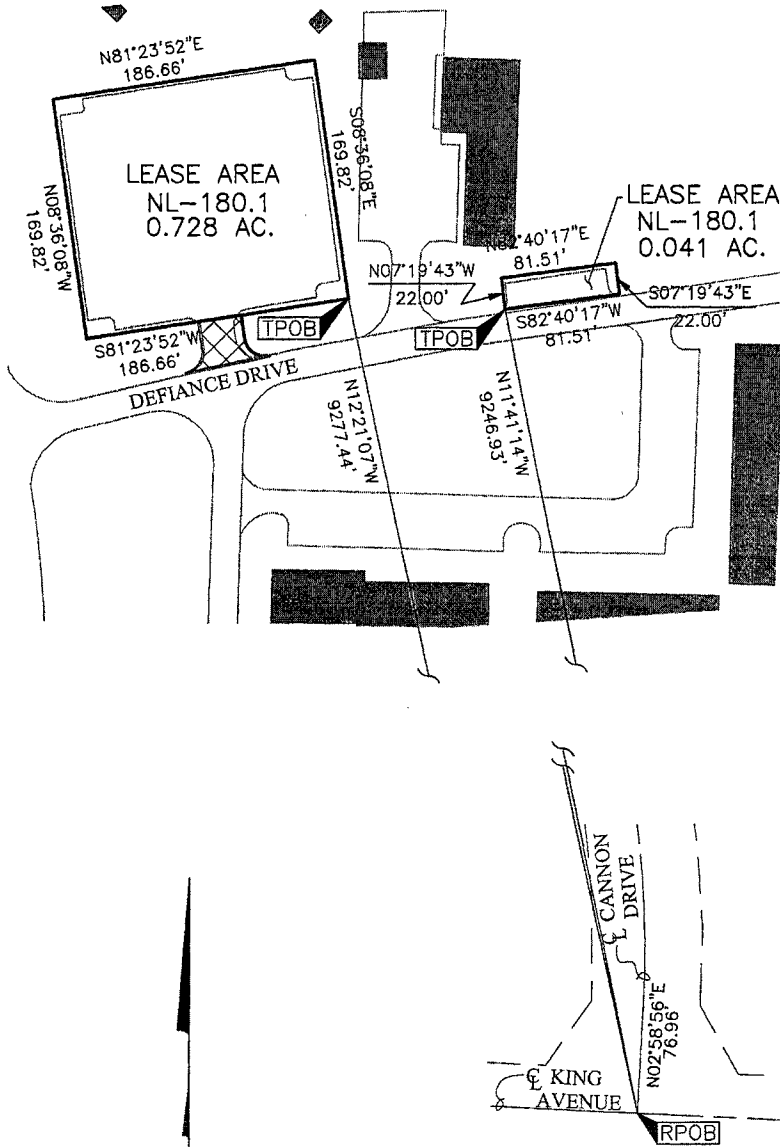
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'

J:\2012\0463\DWG\ASHEETS\EXHIBITS\NORTH OF LANE\20120463NL-17.DWG plotted by MASTON, JOHN on 9/15/2012 9:51:14 AM last saved by JIMSTON on 5/11/2012 9:23:09 AM
 Xrefs: BUILDINGS.DWG & DRVEST.DWG & 20120463_ALL.DWG



LEASE PARCEL NL-180.1
0.041 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $11^{\circ} 41' 14''$ West, a distance of 9246.93 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $07^{\circ} 19' 43''$ West, a distance of 22.00 feet, to a point;

North $82^{\circ} 40' 17''$ East, a distance of 81.51 feet, to a point;

South $07^{\circ} 19' 43''$ East, a distance of 22.00 feet, to a point;

South $82^{\circ} 40' 17''$ West, a distance of 81.51 feet, to the TRUE POINT OF BEGINNING, containing 0.041 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.1
0.728 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $12^{\circ} 21' 07''$ West, a distance of 9277.44 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

South $81^{\circ} 23' 52''$ West, a distance of 186.66 feet, to a point;

North $08^{\circ} 36' 08''$ West, a distance of 169.82 feet, to a point;

North $81^{\circ} 23' 52''$ East, a distance of 186.66 feet, to a point;

South $08^{\circ} 36' 08''$ East, a distance of 169.82 feet, to the TRUE POINT OF BEGINNING, containing 0.728 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.394 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 08° 42' 43" West, a distance of 9570.13 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 01° 39' 19" East, a distance of 71.49 feet to a point;

South 88° 20' 41" East, a distance of 234.65 feet to a point;

South 01° 39' 19" West, a distance of 20.82 feet to a point;

South 88° 20' 41" East, a distance of 12.57 feet to a point;

South 01° 39' 19" West, a distance of 29.85 feet to a point;

North 88° 20' 41" West, a distance of 12.57 feet to a point;

South 01° 39' 19" West, a distance of 20.82 feet to a point;

North 88° 20' 41" West, a distance of 234.65 feet, to the TRUE POINT OF BEGINNING, containing 0.394 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.308 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 10° 12' 25" West, a distance of 9581.21 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 01° 39' 19" East, a distance of 20.82 feet to a point;

North 88° 20' 41" West, a distance of 12.57 feet to a point;

North 01° 39' 19" East, a distance of 29.85 feet to a point;

South 88° 20' 41" East, a distance of 12.57 feet to a point;

North 01° 39' 19" East, a distance of 20.82 feet to a point;

South 88° 20' 41" East, a distance of 182.11 feet to a point;

South 01° 39' 19" West, a distance of 71.49 feet to a point;

North 88° 20' 41" West, a distance of 182.11 feet, to the TRUE POINT OF BEGINNING, containing 0.308 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



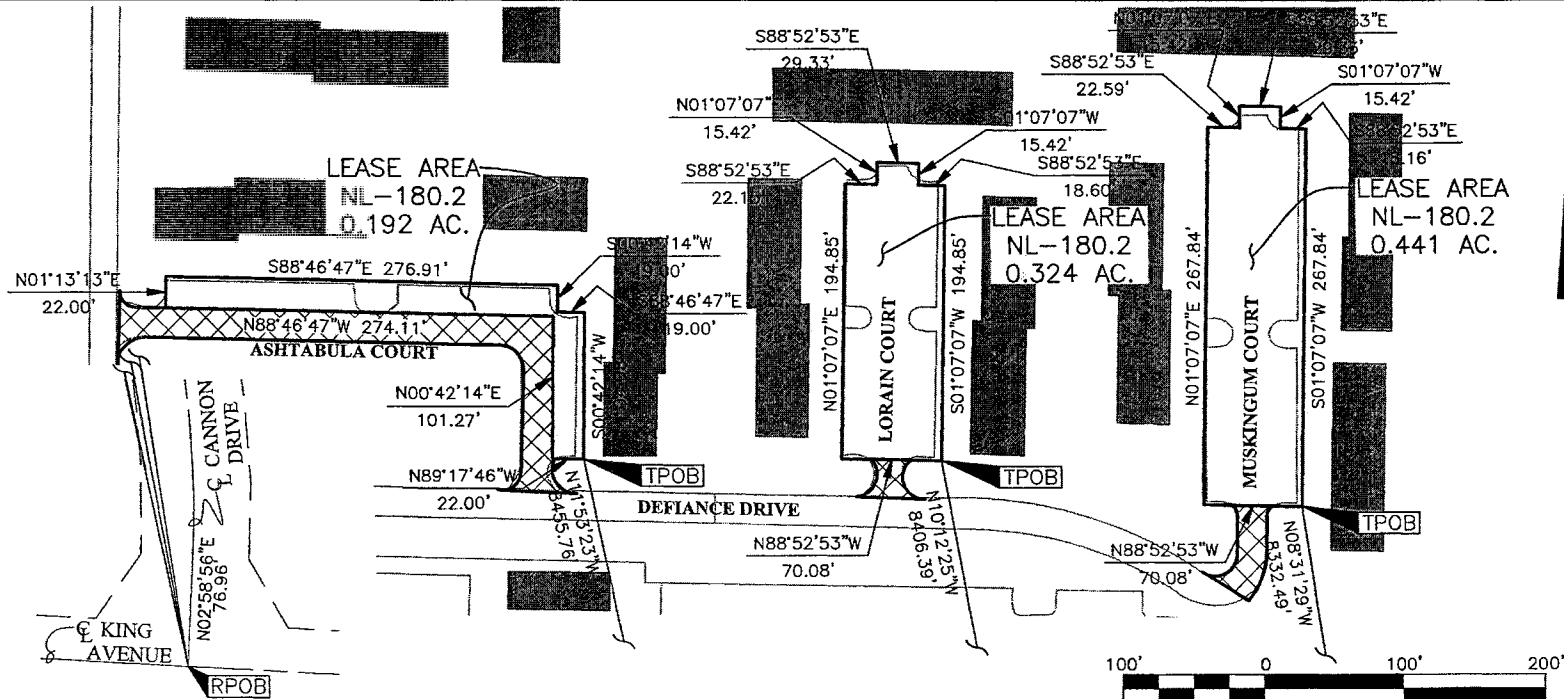
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

LEASE PARCEL NL-180.2
THE OHIO STATE UNIVERSITY
NORTH OF LANE
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 12, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH OF LANE\20120463NL_13.DWG plotted by MASTON, JOHN on 9/15/2012 9:33:46 AM last saved by JMASTON on 5/11/2012 8:46:05 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NL-180.2
0.441 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 08° 31' 29" West, a distance of 8332.49 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 52' 23" West, a distance of 70.08 feet, to a point;

North 01° 07' 07" East, a distance of 267.84 feet, to a point;

South 88° 52' 53" East, a distance of 22.59 feet, to a point;

North 01° 07' 07" East, a distance of 15.42 feet, to a point;

South 88° 52' 53" East, a distance of 29.33 feet, to a point;

South 01° 07' 07" West, a distance of 15.42 feet, to a point;

South 88° 52' 53" East, a distance of 18.16 feet, to a point;

South 01° 07' 07" West, a distance of 267.84 feet, to the TRUE POINT OF BEGINNING, containing 0.441 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.324 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 10° 12' 25" West, a distance of 8406.39 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 52' 53" West, a distance of 70.08 feet, to a point;

North 01° 07' 07" East, a distance of 194.85 feet, to a point;

South 88° 52' 53" East, a distance of 22.15 feet, to a point;

North 01° 07' 07" East, a distance of 15.42 feet, to a point;

South 88° 52' 53" East, a distance of 29.33 feet, to a point;

South 01° 07' 07" West, a distance of 15.42 feet, to a point;

South 88° 52' 53" East, a distance of 18.60 feet, to a point;

South 01° 07' 07" West, a distance of 194.85 feet, to the TRUE POINT OF BEGINNING, containing 0.324 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.192 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $11^{\circ} 53' 23''$ West, a distance of 8455.76 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $89^{\circ} 17' 46''$ West, a distance of 22.00 feet, to a point;

North $00^{\circ} 42' 14''$ East, a distance of 101.27 feet, to a point;

North $88^{\circ} 46' 47''$ West, a distance of 274.11 feet, to a point;

North $01^{\circ} 13' 13''$ East, a distance of 22.00 feet, to a point;

South $88^{\circ} 46' 47''$ East, a distance of 276.91 feet, to a point;

South $00^{\circ} 42' 14''$ West, a distance of 19.00 feet, to a point;

South $88^{\circ} 46' 47''$ East, a distance of 19.00 feet, to a point;

South $00^{\circ} 42' 14''$ West, a distance of 104.08 feet, to the TRUE POINT OF BEGINNING, containing 0.192 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Machwart, Hamblen & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43264
 Phone: 614.273.4500 Toll Free: 888.775.3648
 emht.com

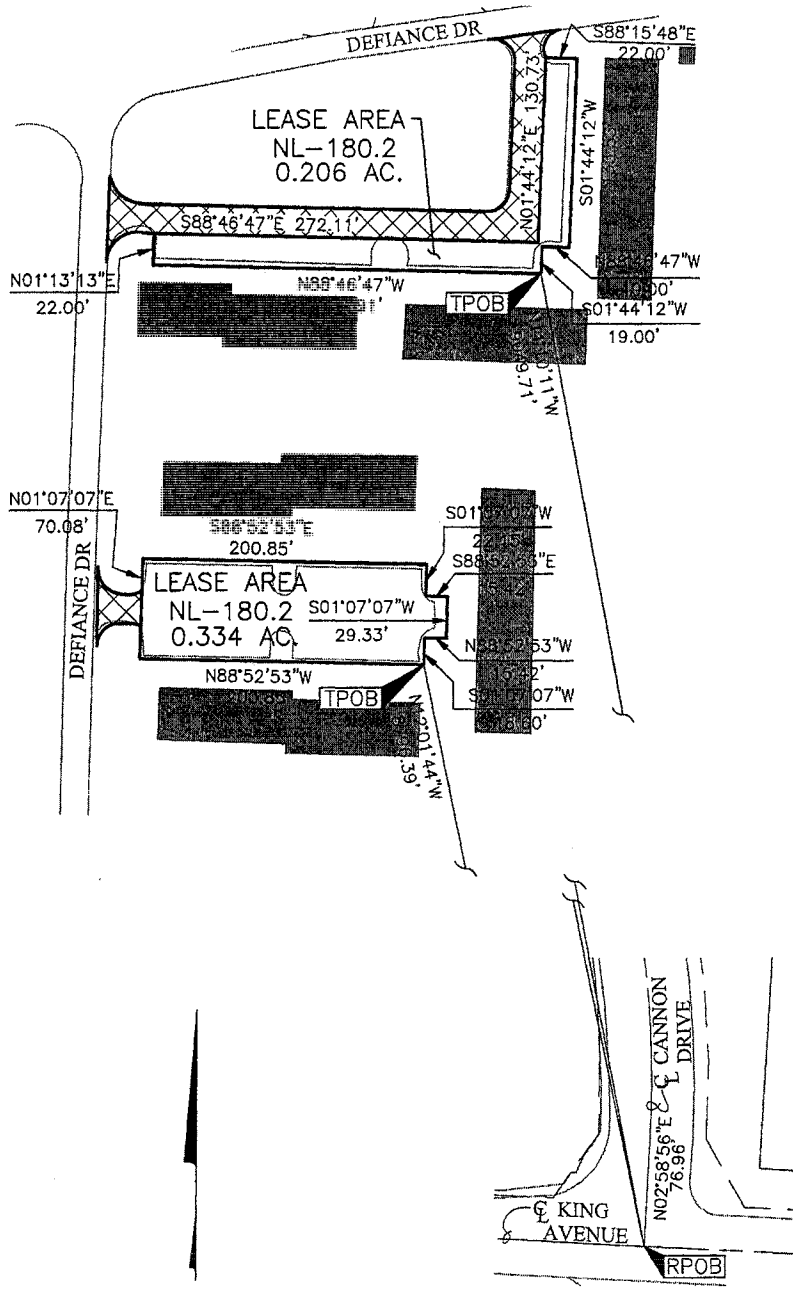
LEASE PARCEL NL-180.2 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 3, 2012

Job No. 2012-0463

Scale: 1" = 100'



\A\2012\0463\DWG\ASHEETS\LEASURES\NORTH OF LANE\20120463.NL - 180.2.DWG, plotted by WASTON, JOHN on 9/15/2012 9:46:48 AM last saved by WASTON, JOHN on 5/11/2012 9:08:45 AM
 Xrefs: BUILDING.DWG & DRIVES.DWG & 20120463_LAYOUT.DWG

LEASE PARCEL NL-180.2
0.206 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 11° 10' 11" West, a distance of 9049.71 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 46' 47" West, a distance of 274.91 feet, to a point;

North 01° 13' 13" East, a distance of 22.00 feet, to a point;

South 88° 46' 47" East, a distance of 272.11 feet, to a point;

North 01° 44' 12" East, a distance of 130.73 feet, to a point;

South 88° 15' 48" East, a distance of 22.00 feet, to a point;

South 01° 44' 12" West, a distance of 133.53 feet, to a point;

North 88° 46' 47" West, a distance of 19.00 feet, to a point;

South 01° 44' 12" West, a distance of 19.00 feet, to the TRUE POINT OF BEGINNING, containing 0.206 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.334 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 12° 01' 44" West, a distance of 8796.39 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 52' 53" West, a distance of 200.85 feet, to a point;

North 01° 07' 07" East, a distance of 70.08 feet, to a point;

South 88° 52' 53" East, a distance of 200.85 feet, to a point;

South 01° 07' 07" West, a distance of 22.15 feet, to a point;

South 88° 52' 53" East, a distance of 15.42 feet, to a point;

South 01° 07' 07" West, a distance of 29.33 feet, to a point;

North 88° 52' 53" West, a distance of 15.42 feet, to a point;

South 01° 07' 07" West, a distance of 18.60 feet, to the TRUE POINT OF BEGINNING, containing 0.344 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.020 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $09^{\circ} 14' 03''$ West, a distance of 9168.35 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $42^{\circ} 58' 58''$ West, a distance of 38.81 feet, to a point;

North $47^{\circ} 01' 02''$ East, a distance of 22.00 feet, to a point;

South $42^{\circ} 58' 58''$ East, a distance of 38.81 feet, to a point;

South $47^{\circ} 01' 02''$ West, a distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.020 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.038 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 09° 28' 47" West, a distance of 9337.79 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 68° 43' 51" West, a distance of 22.00 feet, to a point;

North 21° 16' 09" East, a distance of 75.66 feet, to a point;

South 68° 43' 51" East, a distance of 22.00 feet, to a point;

South 21° 16' 09" West, a distance of 75.66 feet, to the TRUE POINT OF BEGINNING, containing 0.038 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.474 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 07° 23' 07" West, a distance of 9271.66 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 88° 20' 41" West, a distance of 293.74 feet, to a point;

North 01° 39' 19" East, a distance of 22.57 feet, to a point;

North 38° 54' 54" East, a distance of 34.71 feet, to a point;

North 01° 39' 19" East, a distance of 21.29 feet, to a point;

South 88° 20' 41" East, a distance of 272.73 feet, to a point;

South 01° 39' 19" West, a distance of 20.82 feet, to a point;

South 88° 20' 41" East, a distance of 12.57 feet, to a point;

South 01° 39' 19" West, a distance of 29.85 feet, to a point;

North 88° 20' 41" West, a distance of 12.57 feet, to a point;

South 01° 39' 19" West, a distance of 20.82 feet, to the TRUE POINT OF BEGINNING, containing 0.474 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL NL-180.2
0.490 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 09° 43' 56" West, a distance of 8781.60 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 87° 08' 53" West, a distance of 63.00 feet, to a point;

North 02° 58' 16" East, a distance of 89.02 feet, to a point;

North 54° 56' 45" West, a distance of 21.78 feet, to a point of curvature;

With the arc of said curve to the right, having a central angle of 57° 47' 52", a radius of 150.00 feet, an arc length of 151.31 feet, a chord bearing of North 26° 02' 49" West, a chord distance of 144.98 feet to a point tangency;

North 02° 51' 07" East, a distance of 73.88 feet, to a point;

South 87° 08' 53" East, a distance of 63.00 feet, to a point;

South 02° 51' 07" West, a distance of 68.18 feet, to a point of curvature;

With the arc of said curve to the left, having a central angle of 59° 26' 12", a radius of 90.00 feet, an arc length of 93.36 feet, a chord bearing of South 26° 51' 59" East, a chord distance of 89.23 feet to a point of reverse curvature;

With the arc of said curve to the right, having a central angle of 59° 33' 21", a radius of 90.00 feet, an arc length of 93.55 feet, a chord bearing of South 26° 48' 25" East, a chord distance of 89.40 feet to a point of tangency;

South 02° 58' 16" West, a distance of 78.07 feet, to the TRUE POINT OF BEGINNING, containing 0.490 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4520 Fax: 614.775.4548
 emht.com

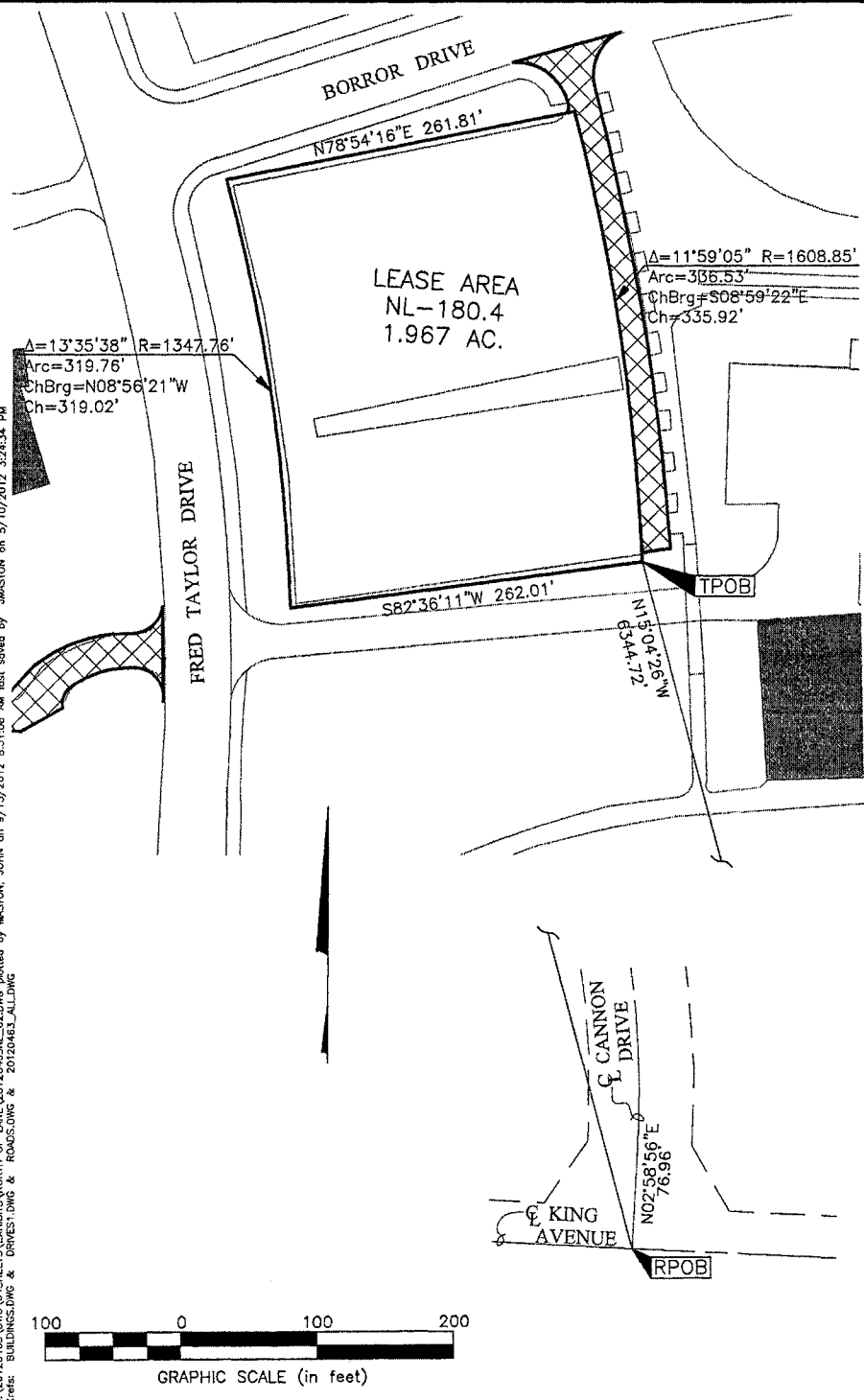
LEASE PARCEL NL-180.4 THE OHIO STATE UNIVERSITY NORTH OF LANE

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\2012\0463\WORKSHEETS\SURVEYS\WORTH OF LANE\20120463NL-02.DWG plotted by MASTON JOHN on 9/15/2012 8:51:08 AM last saved by MASTON JOHN on 5/10/2012 3:24:34 PM
 Areas: BOUNDARY & DRIVE:DWG & ROAD:DWG & 20120463_ALL.DWG

LEASE PARCEL NL-180.4
1.967 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 15° 04' 26" West, a distance of 6344.72 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

South 82° 36' 11" West, a distance of 262.01 feet, to a point;

with an arc of a curve to the left, having a central angle of 13° 35' 38", a radius of 1347.76 feet, an arc length of 319.76 feet, a chord bearing of North 08° 56' 21" West, a chord distance of 319.02 feet, to a point;

North 78° 54' 16" East, a distance of 261.81 feet, to a point;

with an arc of a curve to the right, having a central angle of 11° 59' 05" , a radius of 1608.85 feet, an arc length of 336.53 feet, a chord bearing of South 08° 59' 22" East, a chord distance of 335.92 feet, to the TRUE POINT OF BEGINNING, containing 1.967acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



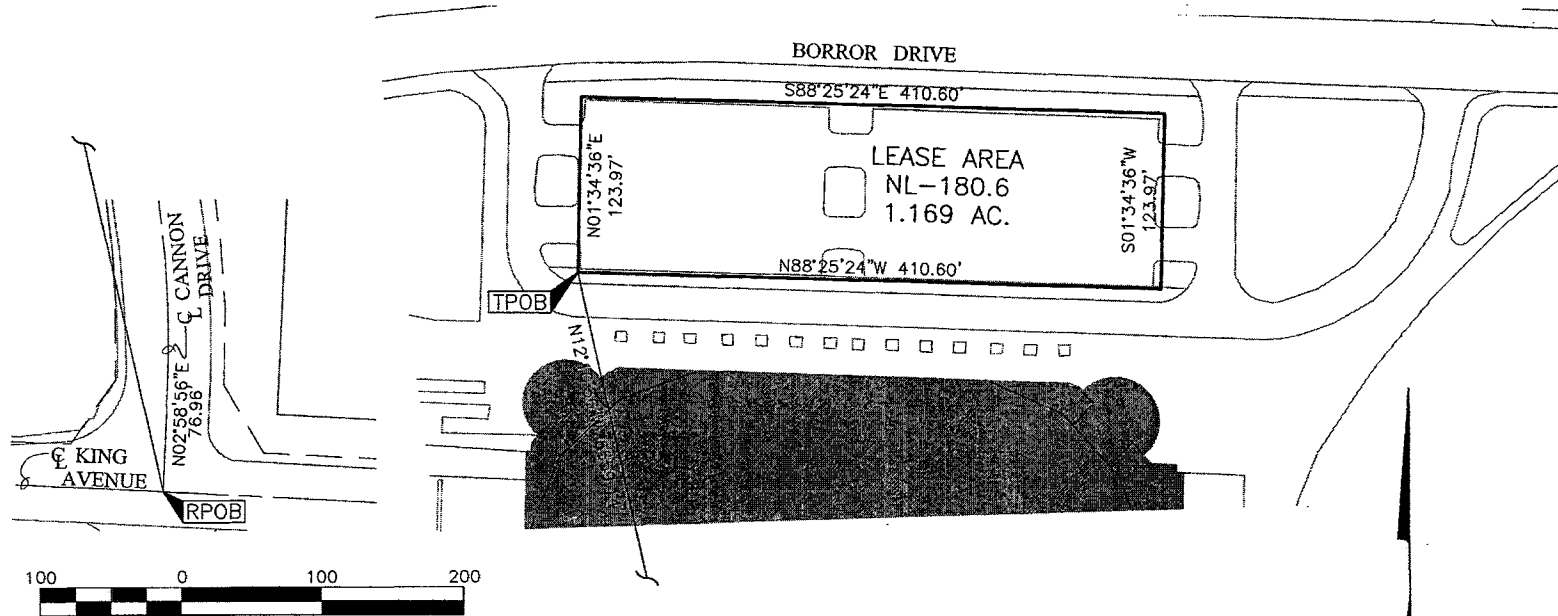
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5900 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL NL-180.6
THE OHIO STATE UNIVERSITY
NORTH OF LANE
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 11, 2012

Scale: 1" = 100

Job No. 20120463



J:\20120463\DWG\04SHEETS\EXHIBITS\NORTH OF LANE\20120463NL_04.DWG plotted by MASTON, JOHN on 9/15/2012 9:06:25 AM last saved by JMASON on 5/10/2012 3:46:12 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL NL-180.6
1.169 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 12° 10' 36" West, a distance of 6559.14 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 01° 34' 36" East, a distance of 123.97 feet, to a point;

South 88° 25' 24" East, a distance of 410.60 feet, to a point;

South 01° 34' 36" West, a distance of 123.97 feet, to a point;

North 88° 25' 24" West, a distance of 410.60 feet, to the TRUE POINT OF BEGINNING, containing 1.169 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL SC-14.1, SC-14.2 AND SC-14.3

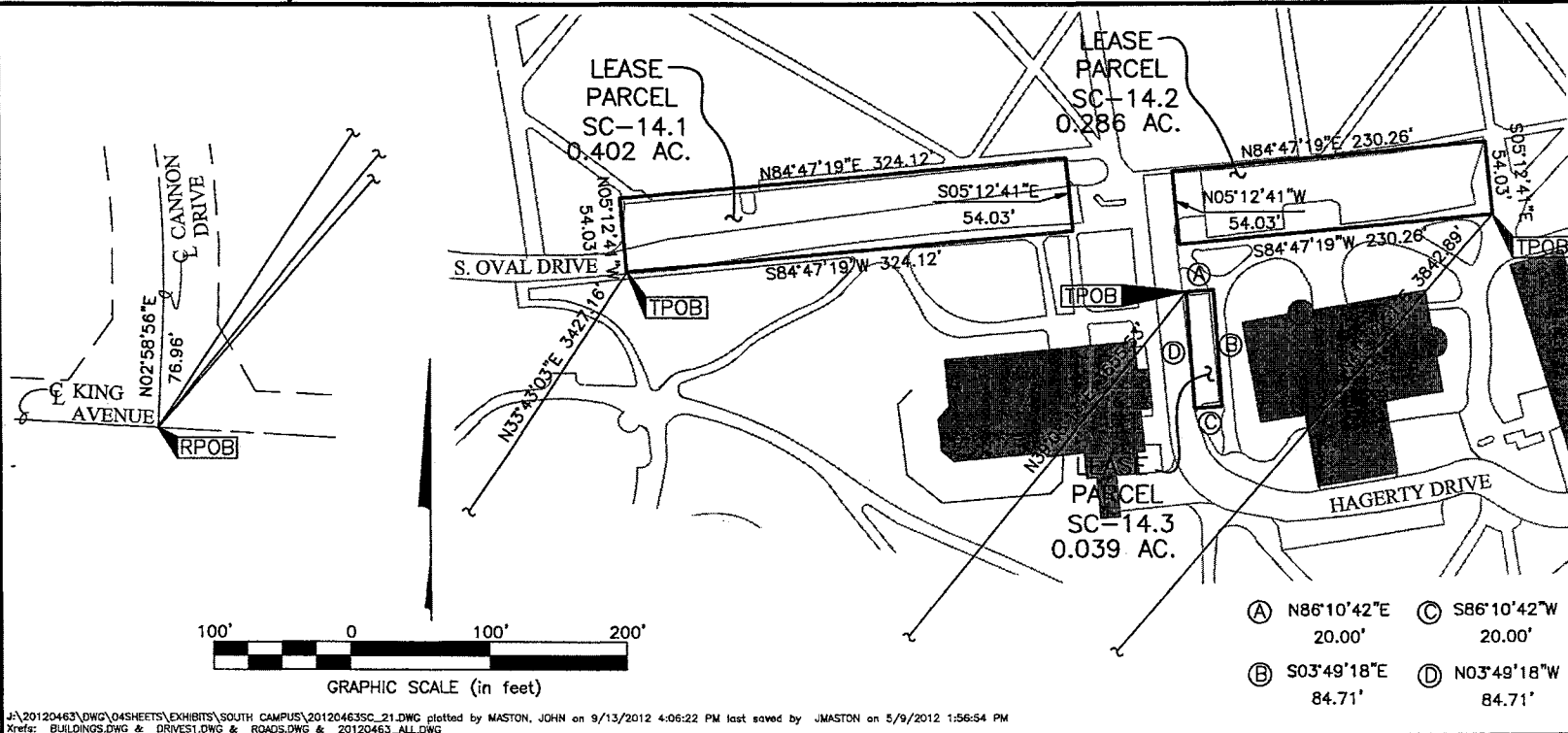
THE OHIO STATE UNIVERSITY
 SOUTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 29, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL SC-14.1
0.402 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 33° 43' 03" East, a distance of 3427.16 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 05° 12' 41" West, a distance of 54.03 feet, to a point;

North 84° 47' 19" East, a distance of 324.12 feet, to a point;

South 05° 12' 41" East, a distance of 54.03 feet, to a point;

South 84° 47' 19" West, a distance of 324.12 feet, to the TRUE POINT OF BEGINNING, containing 0.402 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL SC-14.2
0.286 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 41° 12' 51" East, a distance of 3842.89 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

South 84° 47' 19" West, a distance of 230.26 feet, to a point;

North 05° 12' 41" West, a distance of 54.03 feet, to a point;

North 84° 47' 19" East, a distance of 230.26 feet, to a point;

South 05° 12' 41" East, a distance of 54.03 feet, to the TRUE POINT OF BEGINNING, containing 0.286 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

**LEASE PARCEL SC-14.3
0.039 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $39^{\circ} 08' 13''$ East, a distance of 3655.53 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $86^{\circ} 10' 42''$ East, a distance of 20.00 feet, to a point;

South $03^{\circ} 49' 18''$ East, a distance of 84.71 feet, to a point;

South $86^{\circ} 10' 42''$ West, a distance of 20.00 feet, to a point;

North $03^{\circ} 49' 18''$ West, a distance of 84.71 feet, to the TRUE POINT OF BEGINNING, containing 0.039 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



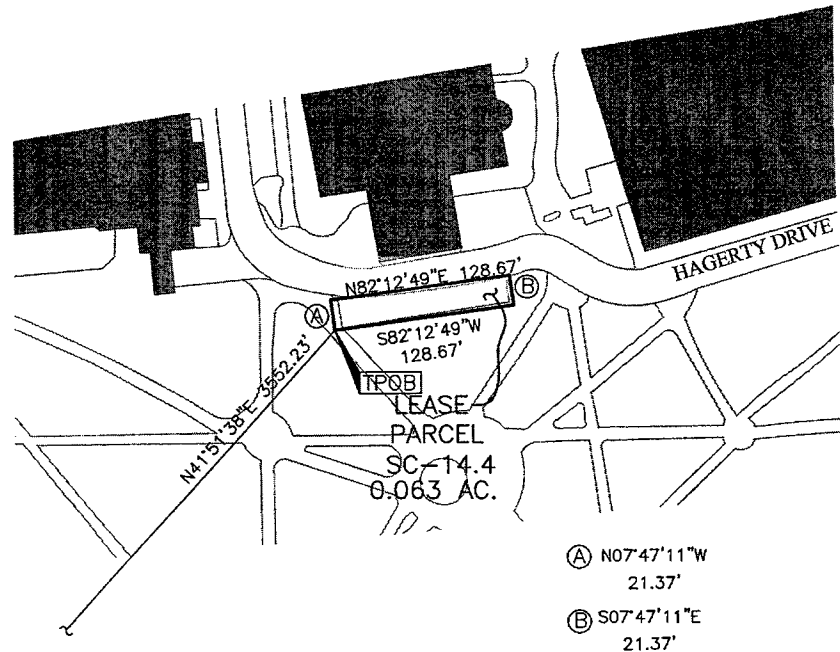
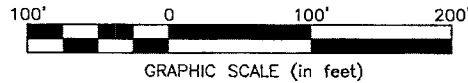
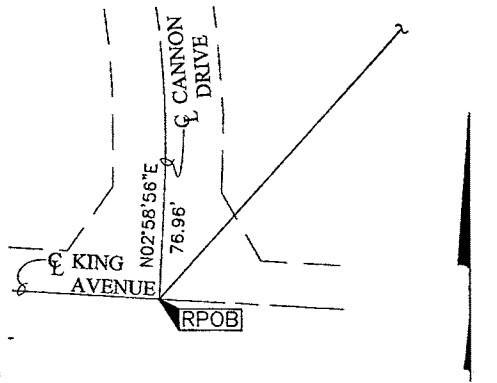
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL SC-14.4
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 30, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_22.DWG plotted by MASTON, JOHN on 9/13/2012 4:12:07 PM last saved by JMASON on 5/9/2012 2:06:55 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL SC-14.4
0.063 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 41° 51' 38" East, a distance of 3552.23 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 07° 47' 11" West, a distance of 21.37 feet, to a point;

North 82° 12' 49" East, a distance of 128.67 feet, to a point;

South 07° 47' 11" East, a distance of 21.37 feet, to a point;

South 82° 12' 49" West, a distance of 128.67 feet, to the TRUE POINT OF BEGINNING, containing 0.063 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



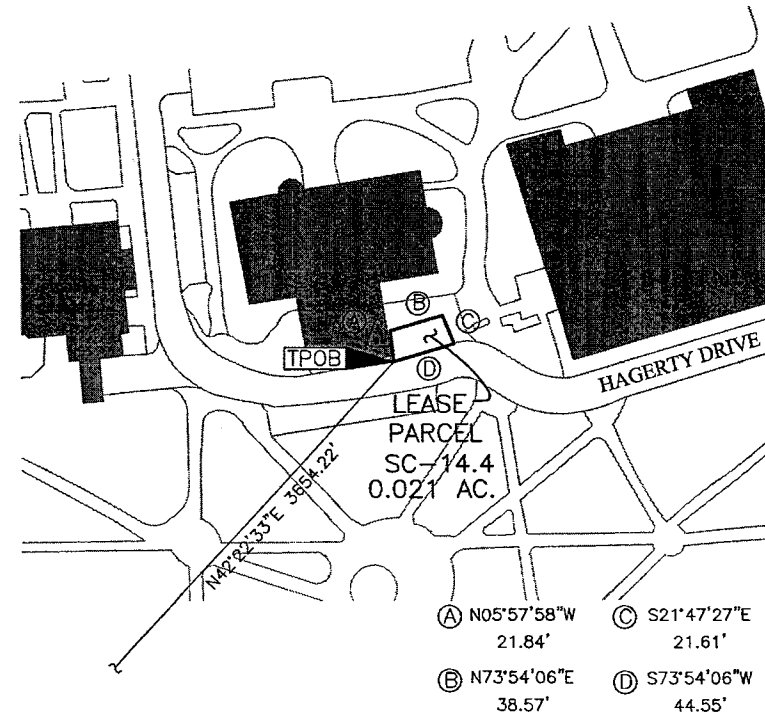
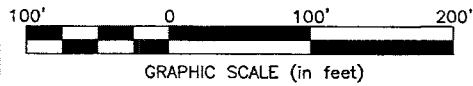
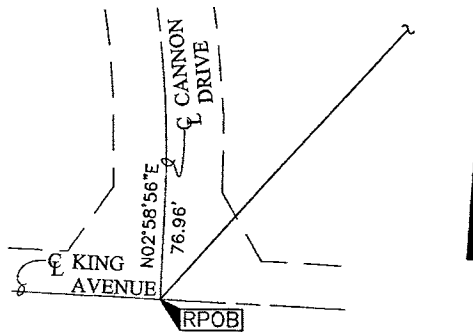
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL SC-14.4
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 30, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL SC-14.4
0.021 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 42° 22' 33" East, a distance of 3654.22 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 05° 57' 58" West, a distance of 21.84 feet, to a point;

North 73° 54' 06" East, a distance of 38.57 feet, to a point;

South 21° 47' 27" East, a distance of 21.61 feet, to a point;

South 73° 54' 06" West, a distance of 44.55 feet, to the TRUE POINT OF BEGINNING, containing 0.021 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



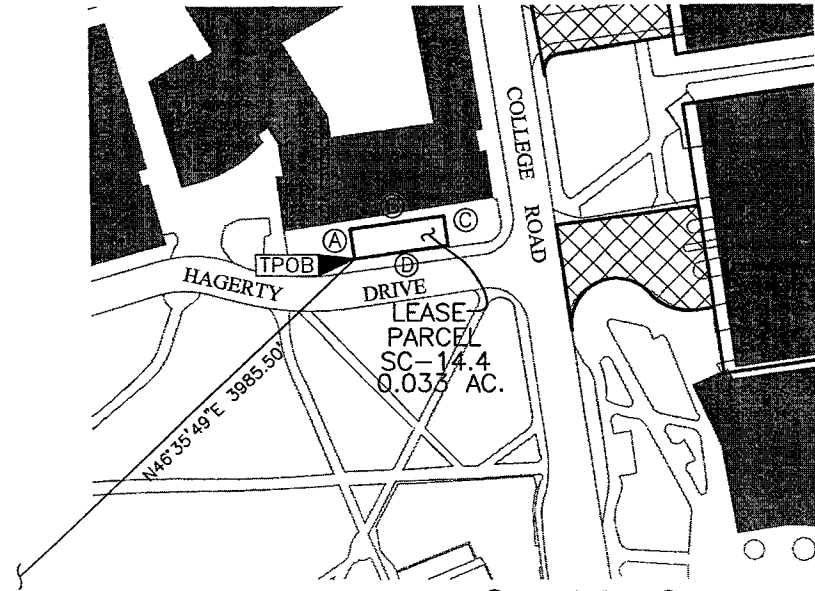
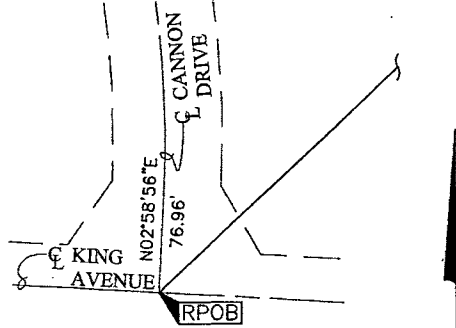
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL SC-14.4
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 30, 2012

Scale: 1" = 100'

Job No. 2012-0463



GRAPHIC SCALE (in feet)

- (A) N08°12'05"W 21.34'
- (B) N81°47'55"E 67.20'
- (C) S08°12'05"E 21.34'
- (D) S81°47'55"W 67.20'

J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_24.DWG plotted by MASTON, JOHN on 9/13/2012 4:32:04 PM last saved by JMASON on 5/9/2012 2:24:38 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL SC-14.4
0.033 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 46° 35' 49" East, a distance of 3985.50 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 12' 05" West, a distance of 21.34 feet, to a point;

North 81° 47' 55" East, a distance of 67.20 feet, to a point;

South 08° 12' 05" East, a distance of 21.34 feet, to a point;

South 81° 47' 55" West, a distance of 67.20 feet, to the TRUE POINT OF BEGINNING, containing 0.033 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



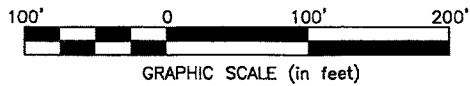
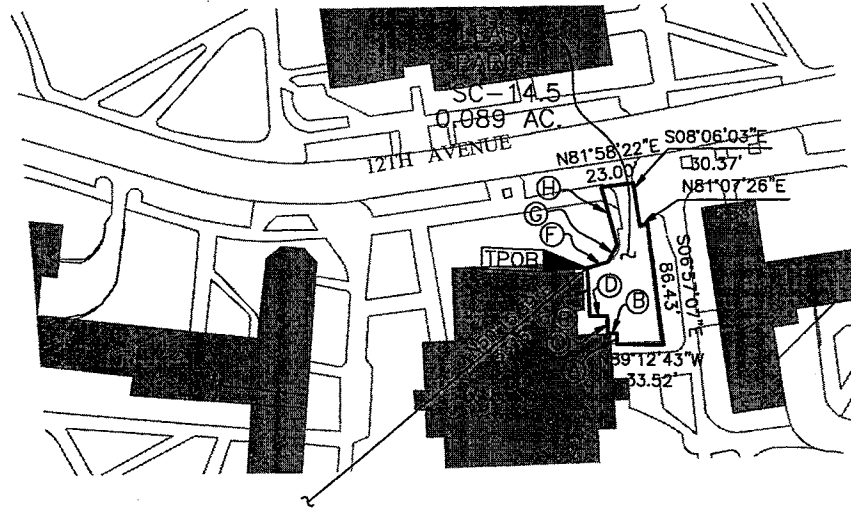
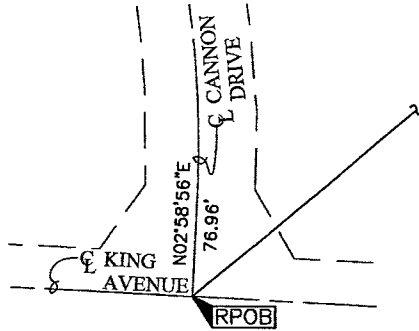
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL SC-14.5
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



- | | | | |
|--------------------------|---------------------------|---------------------------|---------------------------|
| (A) N01°07'26"E
7.84' | (C) N02°07'20"W
12.46' | (E) N02°51'03"W
34.00' | (G) N29°22'48"E
13.81' |
| (B) S88°38'12"W
6.46' | (D) S89°15'57"W
11.99' | (F) N73°25'15"E
15.08' | (H) N15°04'35"W
42.40' |

LEASE PARCEL SC-14.5
0.089 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 50° 15' 39" East, a distance of 3316.15 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 73° 25' 15" East, a distance of 15.08 feet, to a point;

North 29° 22' 48" East, a distance of 13.81 feet, to a point;

North 15° 04' 35" West, a distance of 42.40 feet, to a point;

North 81° 58' 22" East, a distance of 23.00 feet, to a point;

South 08° 06' 03" East, a distance of 30.37 feet, to a point;

North 81° 07' 26" East, a distance of 6.33 feet, to a point;

South 06° 57' 07" East, a distance of 86.43 feet, to a point;

North 89° 12' 43" West, a distance of 33.52 feet, to a point;

North 01° 07' 26" East, a distance of 7.84 feet, to a point;

South 88° 38' 12" West, a distance of 6.46 feet, to a point;

North 02° 07' 20" West, a distance of 12.46 feet, to a point;

South 89° 15' 57" West, a distance of 11.99 feet, to a point;

North 02° 51' 03" West, a distance of 34.00 feet, to the TRUE POINT OF BEGINNING, containing 0.089 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL SC-31.1
0.172 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 60° 05' 30" East, a distance of 3794.83 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 80° 54' 30" East, a distance of 61.86 feet, to a point;

South 09° 14' 29" East, a distance of 96.74 feet, to a point;

South 79° 07' 00" West, a distance of 20.55 feet, to a point;

South 01° 57' 03" West, a distance of 41.14 feet, to a point;

North 84° 36' 00" West, a distance of 39.92 feet, to a point;

with the arc of a curve to the left, having a central angle of 10° 14' 09", a radius of 716.69 feet, an arc length of 128.03 feet, a chord bearing and distance of North 06° 52' 09" West, 127.86 feet, to the TRUE POINT OF BEGINNING, containing 0.172 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL SC-31.1
0.137 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 59° 25' 36" East, a distance of 3800.75 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

with the arc of a curve to the left, having a central angle of 12° 04' 16", a radius of 433.91 feet, an arc length of 91.42 feet, a chord bearing and distance of North 24° 56' 31" West, 91.25 feet, to a point;

North 53° 36' 44" East, a distance of 39.92 feet, to a point;

South 87° 32' 18" East, a distance of 25.35 feet, to a point;

with the arc of a curve to the right, having a central angle of 20° 43' 27", a radius of 226.89 feet, an arc length of 82.07 feet, a chord bearing and distance of South 26° 21' 22" East, 81.62 feet, to a point;

South 45° 11' 32" West, a distance of 23.43 feet, to a point;

South 67° 53' 17" West, a distance of 41.66 feet, to the TRUE POINT OF BEGINNING, containing 0.137 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

EMHT

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648

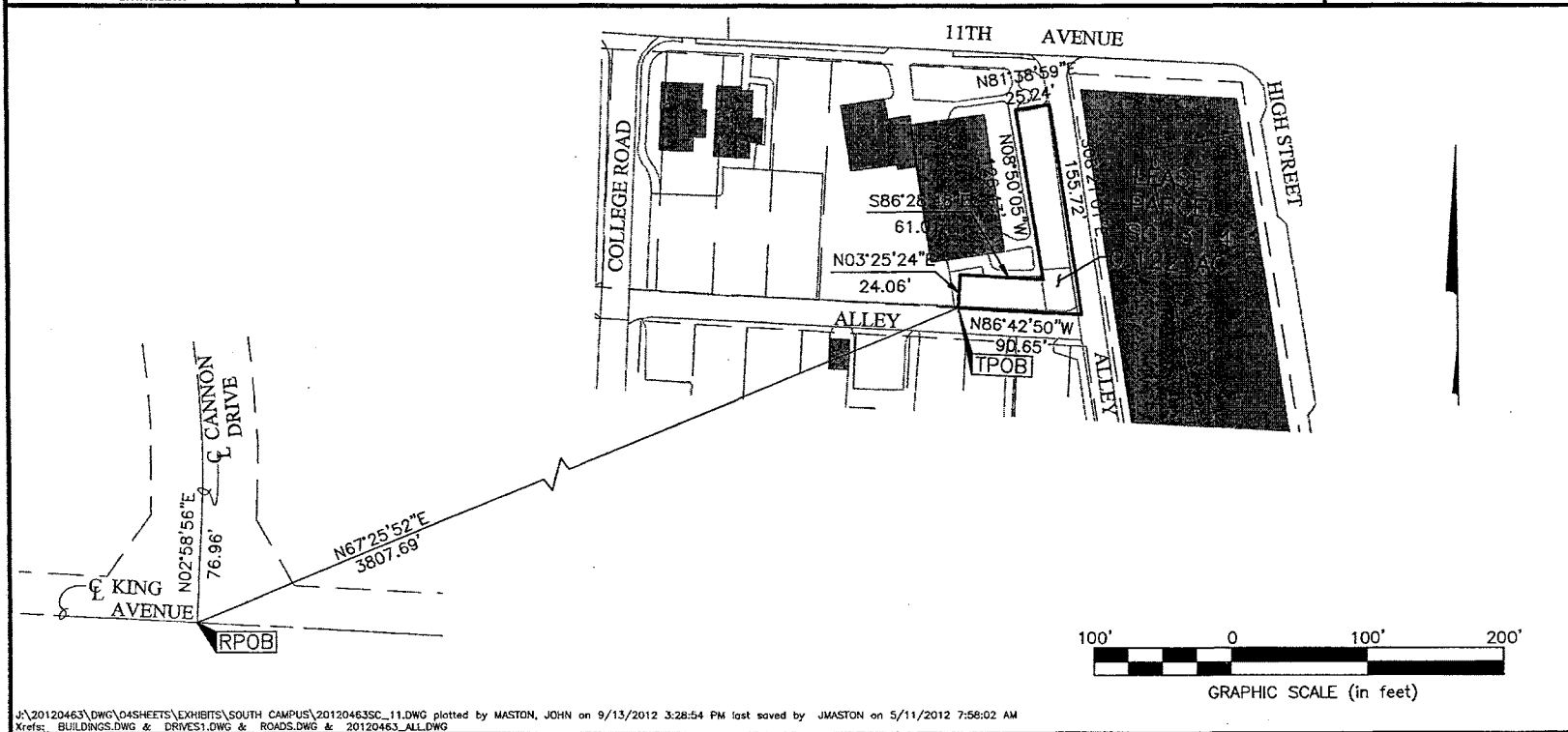
emht.com

LEASE PARCEL SC-31.4
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_11.DWG plotted by MASTON, JOHN on 9/13/2012 3:28:54 PM last saved by JMASTON on 5/11/2012 7:58:02 AM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL SC-31.4
0.122 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 67° 25' 52" East, a distance of 3807.69 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 25' 24" East, a distance of 24.06 feet, to a point;

South 86° 28' 48" East, a distance of 61.01 feet, to a point;

North 08° 50' 05" West, a distance of 126.43 feet, to a point;

North 81° 38' 59" East, a distance of 25.24 feet, to a point;

South 08° 21' 01" East, a distance of 155.72 feet, to a point;

North 86° 42' 50" West, a distance of 90.65 feet, to the TRUE POINT OF BEGINNING, containing 0.122 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

EMHT

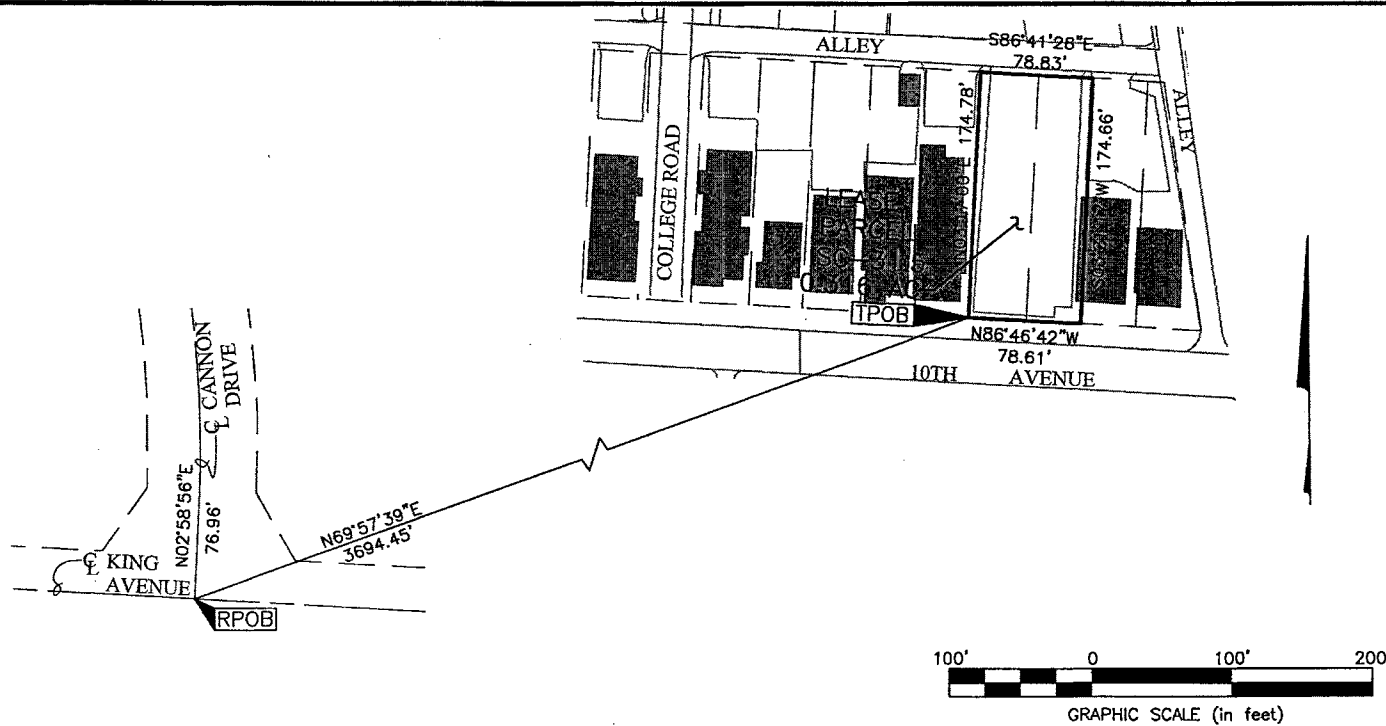
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL SC-31.5
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_10.DWG plotted by MASTON, JOHN on 9/13/2012 3:25:57 PM last saved by JMASTON on 5/9/2012 12:56:35 PM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL SC-31.5
0.316 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 69° 57' 39" East, a distance of 3694.45 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 17' 00" East, a distance of 174.78 feet, to a point;

South 86° 41' 28" East, a distance of 78.83 feet, to a point;

South 03° 21' 17" West, a distance of 174.66 feet, to a point;

North 86° 46' 42" West, a distance of 78.61 feet, to the TRUE POINT OF BEGINNING, containing 0.316 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



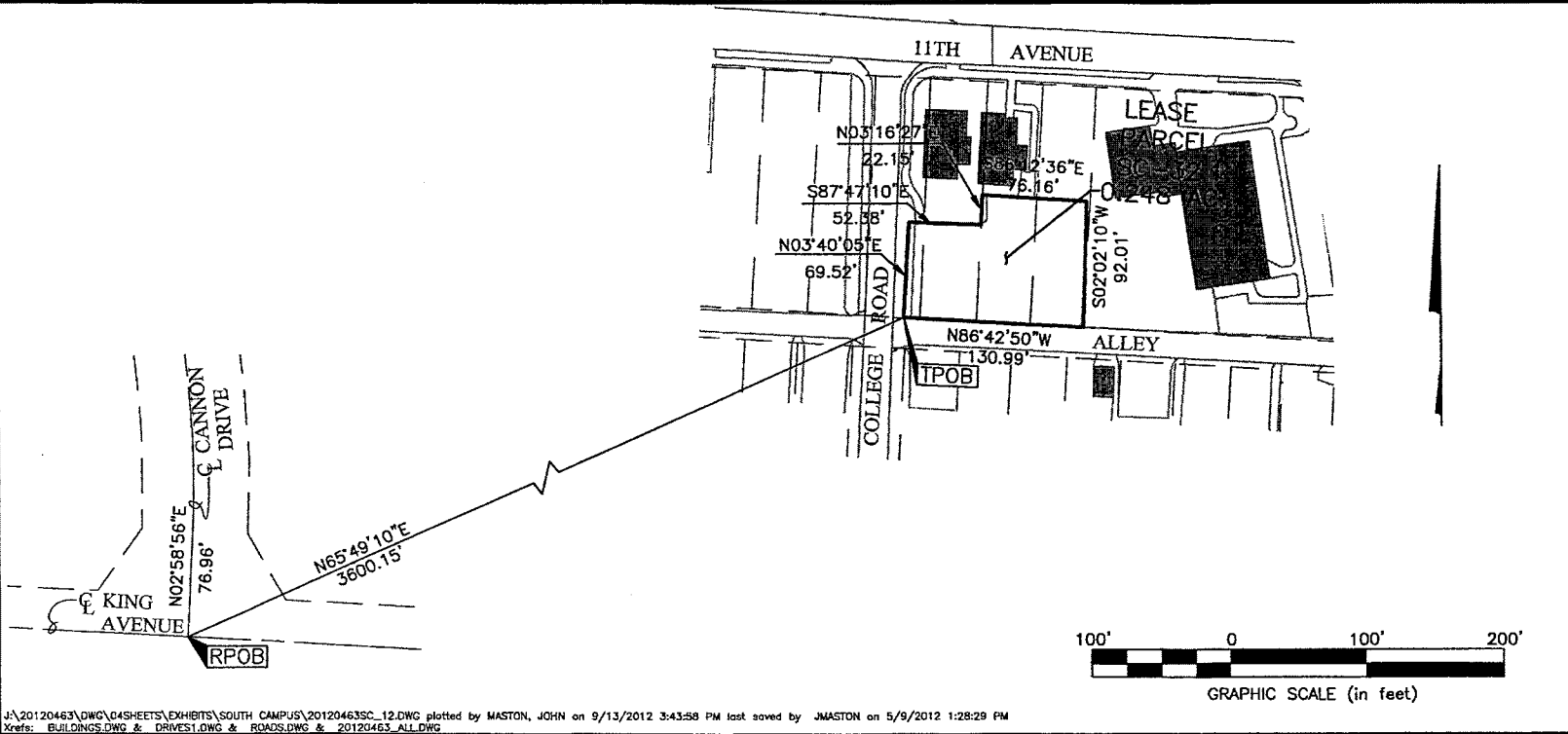
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4300 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL SC-32.1
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_12.DWG plotted by MASTON, JOHN on 9/13/2012 3:43:58 PM last saved by JMASTON on 5/9/2012 1:28:29 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL SC-32.1
0.248 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 65° 49' 10" East, a distance of 3600.15 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 40' 05" East, a distance of 69.52 feet, to a point;

South 87° 47' 10" East, a distance of 52.38 feet, to a point;

North 03° 16' 27" East, a distance of 22.15 feet, to a point;

South 86° 12' 36" East, a distance of 76.16 feet, to a point;

South 02° 02' 10" West, a distance of 92.01 feet, to a point;

North 86° 42' 50" West, a distance of 130.99 feet, to the TRUE POINT OF BEGINNING, containing 0.248 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

EMHT

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4900 Toll Free: 888.775.3648

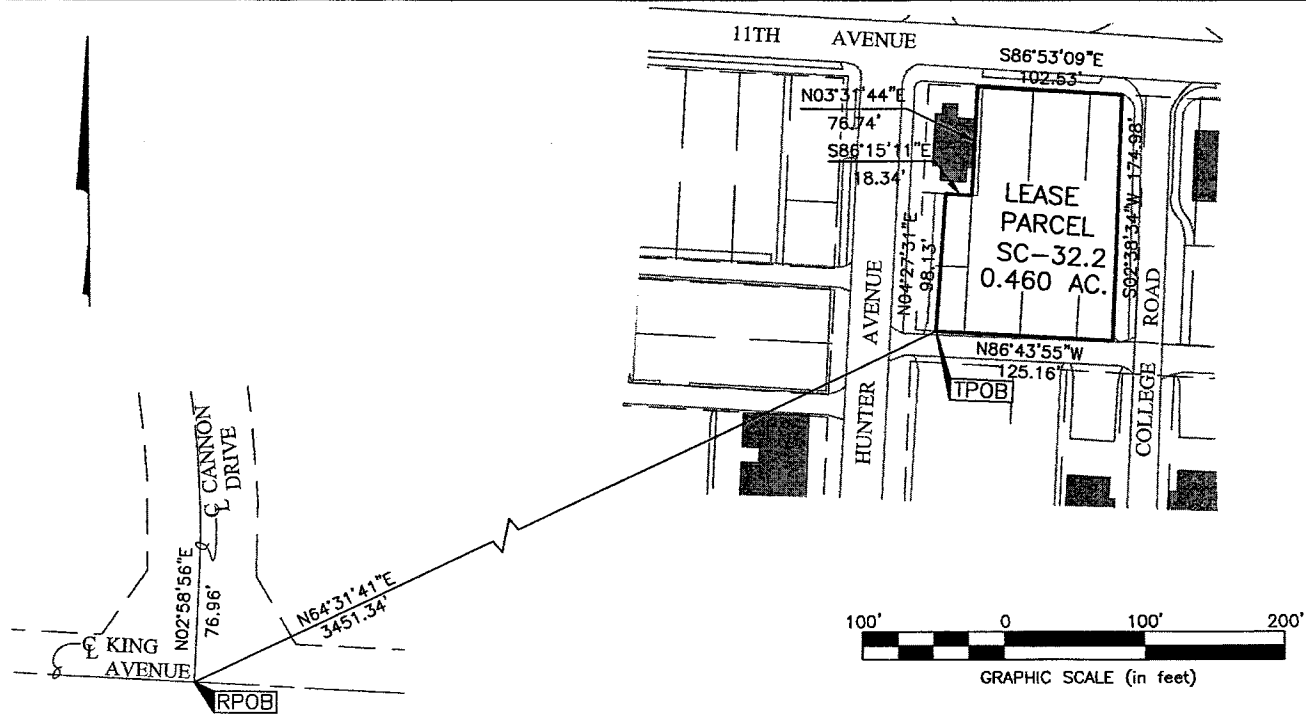
emht.com

LEASE PARCEL SC-32.2
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\CASHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_13.DWG plotted by MASTON, JOHN on 9/13/2012 3:57:35 PM last saved by JMASON on 5/9/2012 1:31:03 PM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL SC-32.2
0.460 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 64° 31' 41" East, a distance of 3451.34 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 04° 27' 31" East, a distance of 98.13 feet, to a point;

South 86° 15' 11" East, a distance of 18.34 feet, to a point;

North 03° 31' 44" East, a distance of 76.74 feet, to a point;

South 86° 53' 09" East, a distance of 102.53 feet, to a point;

South 02° 38' 34" West, a distance of 174.98 feet, to a point;

North 86° 43' 55" West, a distance of 125.16 feet, to the TRUE POINT OF BEGINNING, containing 0.460 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



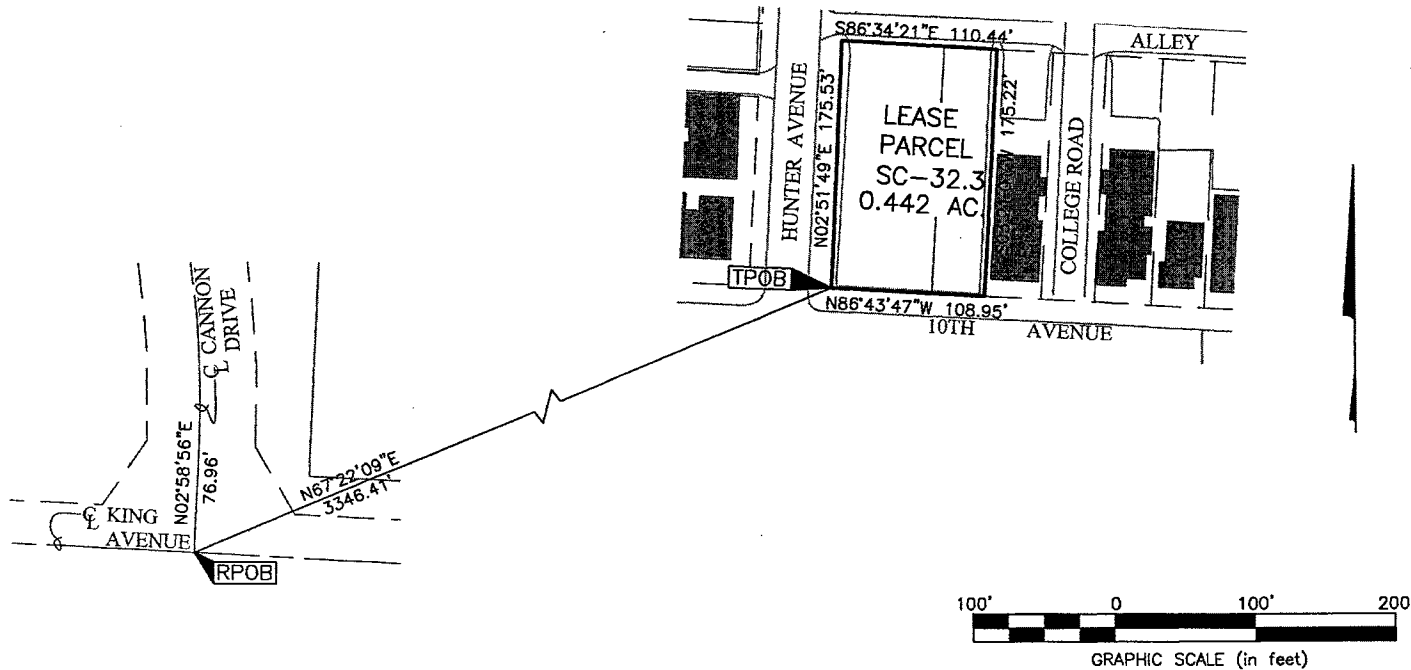
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL SC-32.3
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_08.DWG plotted by MASTON, JOHN on 9/13/2012 3:22:55 PM last saved by JMASON on 5/9/2012 12:46:42 PM
Xrefs: BUILDINGS.DWG & DRIVESI.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL SC-32.3
0.442 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $67^{\circ} 22' 09''$ East, a distance of 3346.41 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $02^{\circ} 51' 49''$ East, a distance of 175.53 feet, to a point;

South $86^{\circ} 34' 21''$ East, a distance of 110.44 feet, to a point;

South $03^{\circ} 21' 01''$ West, a distance of 175.22 feet, to a point;

North $86^{\circ} 43' 47''$ West, a distance of 108.95 feet, to the TRUE POINT OF BEGINNING, containing 0.442 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



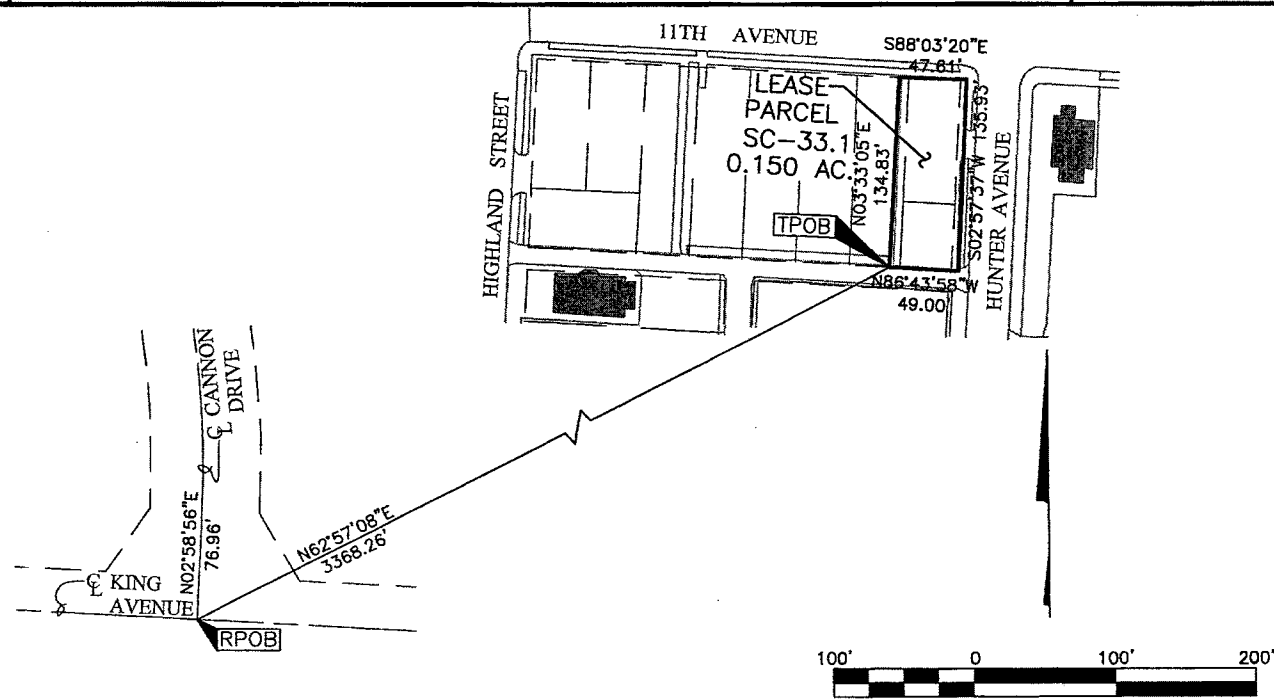
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL SC-33.1
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_05.DWG plotted by MASTON, JOHN on 9/13/2012 3:15:19 PM last saved by JMASTON on 5/9/2012 12:04:19 PM
Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL SC-33.1
0.150 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 62° 57' 08" East, a distance of 3368.26 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 33' 05" East, a distance of 134.83 feet, to a point;

South 88° 03' 20" East, a distance of 47.61 feet, to a point;

South 02° 57' 37" West, a distance of 135.93 feet, to a point;

North 86° 43' 58" West, a distance of 49.00 feet, to the TRUE POINT OF BEGINNING, containing 0.150 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

EMHT

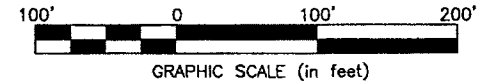
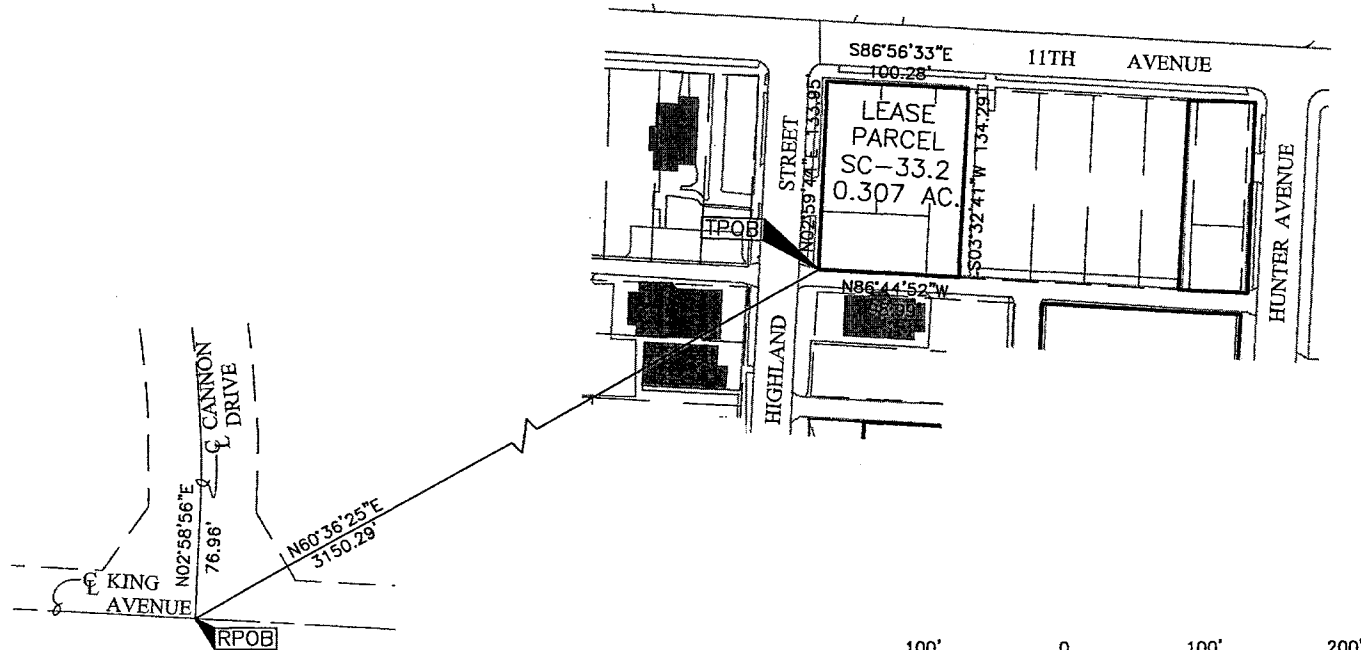
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL SC-33.2
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_04.DWG plotted by MASTON, JOHN on 9/13/2012 3:13:47 PM last saved by JMASTON on 5/9/2012 11:33:31 AM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463.ALL.DWG

LEASE PARCEL SC-33.2
0.307 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 60° 36' 25" East, a distance of 3150.29 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 02° 59' 44" East, a distance of 133.95 feet, to a point;

South 86° 56' 33" East, a distance of 100.28 feet, to a point;

South 03° 32' 41" West, a distance of 134.29 feet, to a point;

North 86° 44' 52" West, a distance of 98.99 feet, to the TRUE POINT OF BEGINNING, containing 0.307 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



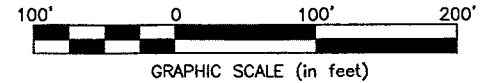
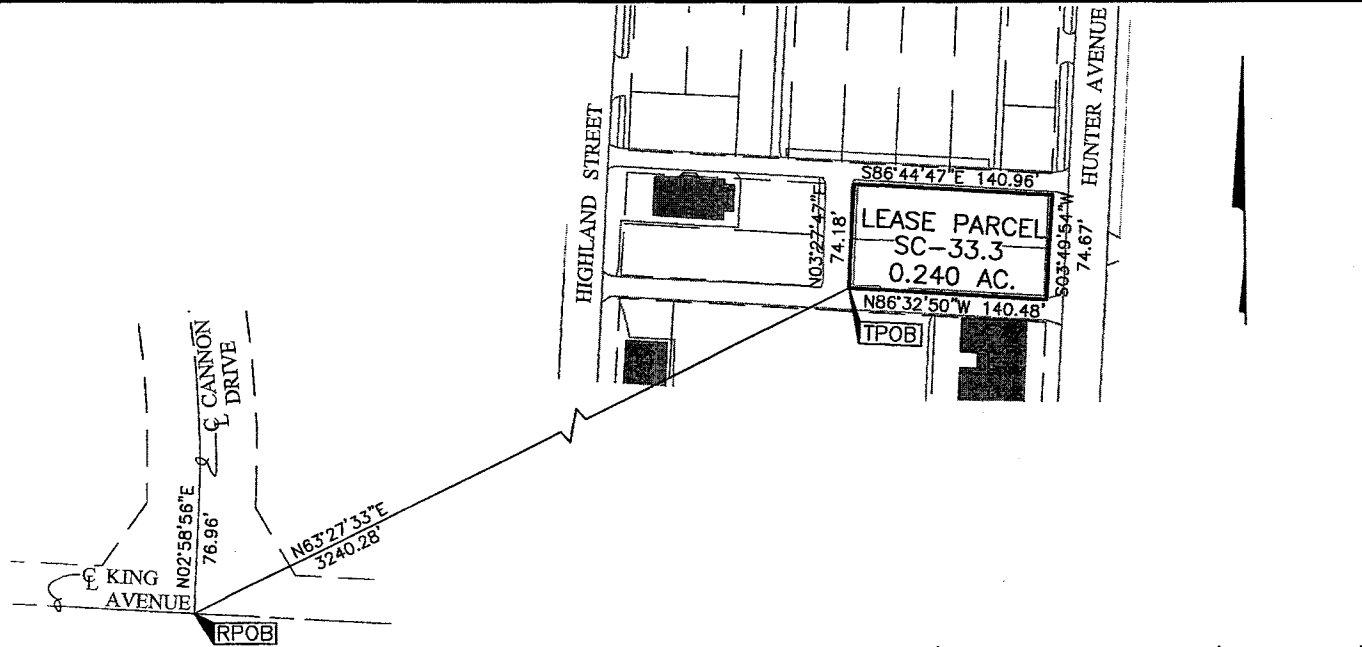
Evans, Mechwart, Hambleton & Tifton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL SC-33.3
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



GRAPHIC SCALE (in feet)

J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_06.DWG plotted by MASTON, JOHN on 9/13/2012 3:17:40 PM last saved by JMASON on 5/9/2012 12:10:04 PM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL SC-33.3
0.240 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 63° 27' 33" East, a distance of 3240.28 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 27' 47" East, a distance of 74.18 feet, to a point;

South 86° 44' 47" East, a distance of 140.96 feet, to a point;

South 03° 49' 54" West, a distance of 74.67 feet, to a point;

North 86° 32' 50" West, a distance of 140.48 feet, to the TRUE POINT OF BEGINNING, containing 0.240 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



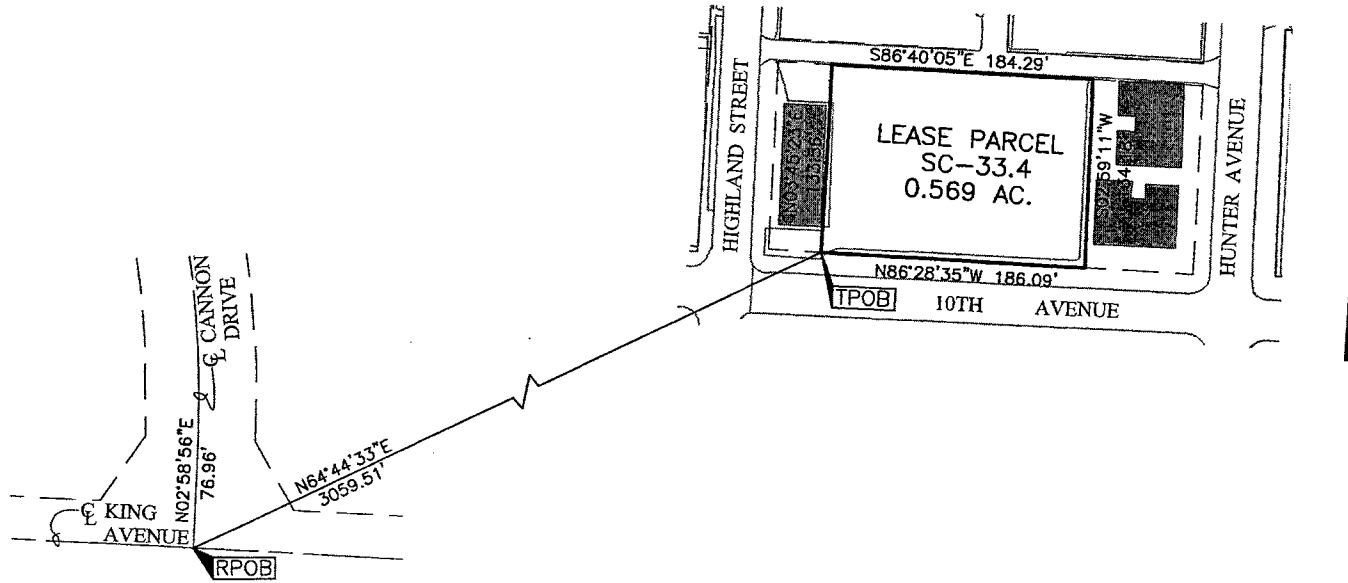
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL SC-33.4
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 22, 2012

Scale: 1" = 100'

Job No. 20120463



GRAPHIC SCALE (in feet)

J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_07.DWG plotted by MASTON, JOHN on 9/13/2012 3:20:10 PM last saved by JMASTON on 5/9/2012 12:42:39 PM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL SC-33.4
0.569 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 64° 44' 33" East, a distance of 3059.51 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 45' 23" East, a distance of 133.56 feet, to a point;

South 86° 40' 05" East, a distance of 184.29 feet, to a point;

South 02° 59' 11" West, a distance of 134.18 feet, to a point;

North 86° 28' 35" West, a distance of 186.09 feet, to the TRUE POINT OF BEGINNING, containing 0.569 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



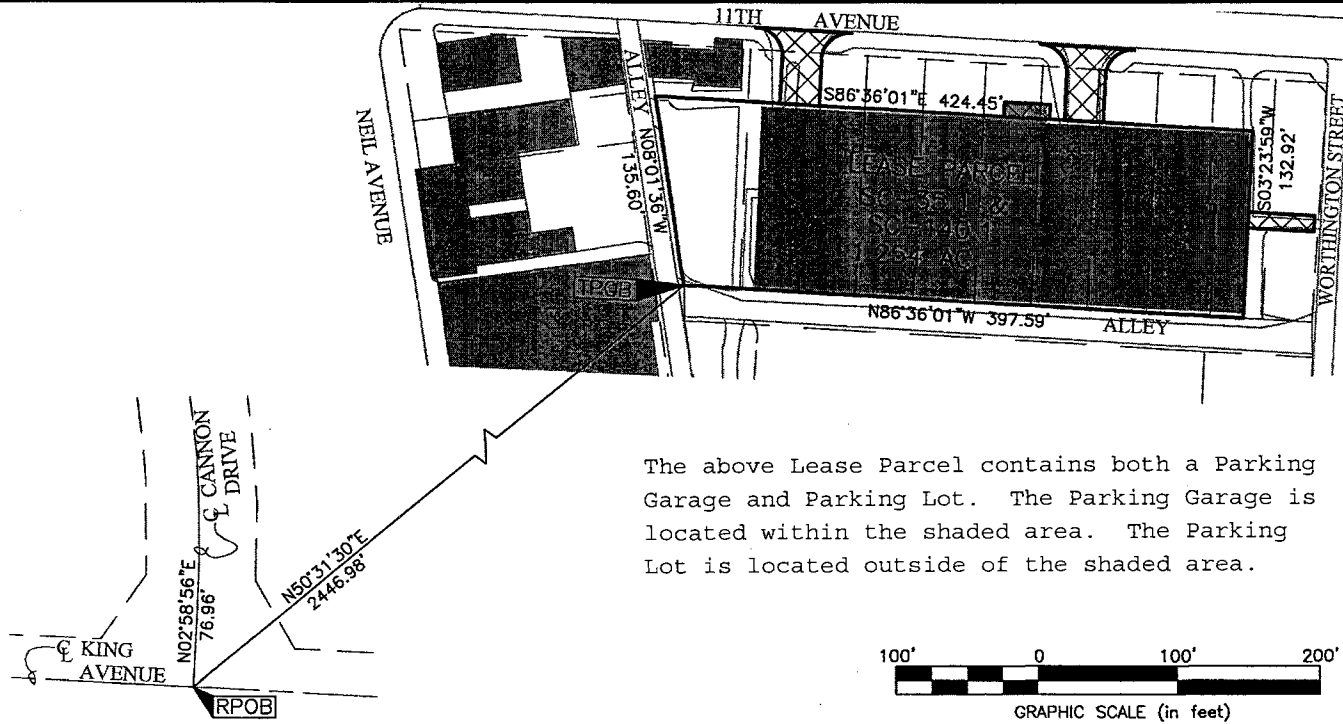
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL SC-35.1 & SC-140.1
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_02.DWG plotted by MASTON, JOHN on 9/13/2012 3:08:47 PM last saved by JMASTON on 5/9/2012 11:30:06 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL SC-35.1 AND 140.1
1.254 ACRES**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 50° 31' 30" East, a distance of 2446.98 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 08° 01' 36" West, a distance of 135.60 feet, to a point;

South 86° 36' 01" East, a distance of 424.45 feet, to a point;

South 03° 23' 59" West, a distance of 132.92 feet, to a point;

North 86° 36' 01" West, a distance of 397.59 feet, to the TRUE POINT OF BEGINNING, containing 1.254 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



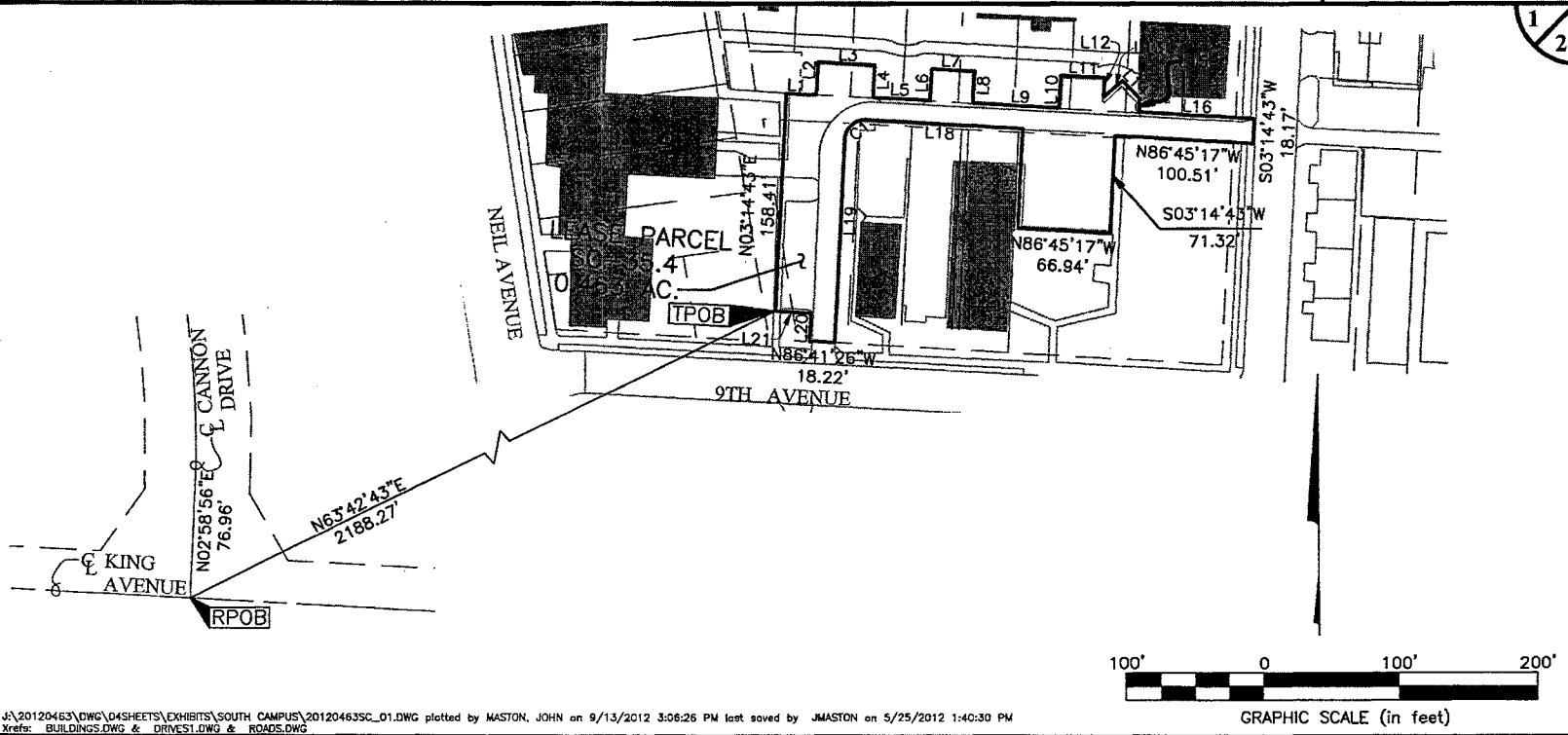
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL SC-35.4
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\SOUTH CAMPUS\20120463SC_01.DWG plotted by MASTON, JOHN on 9/13/2012 3:06:26 PM last saved by JMASTON on 5/25/2012 1:40:30 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL SC-35.4
THE OHIO STATE UNIVERSITY
SOUTH CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 27, 2012

Scale: 1" = 100'

Job No. 2012-0463

2/2

Line Table		
Line Number	Length	Direction
L1	21.87'	S86°45'17"E
L2	24.30'	N03°14'43"E
L3	40.79'	S86°45'17"E
L4	23.56'	S03°14'43"W
L5	41.38'	S86°45'17"E
L6	23.30'	N03°14'43"E
L7	31.28'	S86°45'17"E
L8	23.37'	S03°14'43"W

Line Table		
Line Number	Length	Direction
L9	62.30'	S86°45'17"E
L10	23.91'	N03°14'43"E
L11	31.67'	S86°45'17"E
L12	14.21'	S03°14'43"W
L13	18.17'	N48°29'47"E
L14	17.59'	S42°40'30"E
L15	9.88'	S00°53'37"E
L16	83.81'	S86°45'17"E

Line Table		
Line Number	Length	Direction
L17	72.63'	N03°14'43"E
L18	113.00'	N86°45'17"W
L19	148.17'	S03°14'43"W
L20	20.51'	N03°14'43"E
L21	25.67'	N86°45'17"W

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	90°00'00"	15.00'	23.56'	S 48°14'43" W	21.21'

LEASE PARCEL SC-35.4
0.463 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 63° 42' 43" East, a distance of 2188.27 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 14' 43" East, a distance of 158.41 feet, to a point;

South 86° 45' 17" East, a distance of 21.87 feet, to a point;

North 03° 14' 43" East, a distance of 24.30 feet, to a point;

South 86° 45' 17" East, a distance of 40.79 feet, to a point;

South 03° 14' 43" West, a distance of 23.56 feet, to a point;

South 86° 45' 17" East, a distance of 41.38 feet, to a point;

North 03° 14' 43" East, a distance of 23.30 feet, to a point;

South 86° 45' 17" East, a distance of 31.28 feet, to a point;

South 03° 14' 43" West, a distance of 23.37 feet, to a point;

South 86° 45' 17" East, a distance of 62.30 feet, to a point;

North 03° 14' 43" East, a distance of 23.91 feet, to a point;

South 86° 45' 17" East, a distance of 31.67 feet, to a point;

South 03° 14' 43" West, a distance of 14.21 feet, to a point;

North 48° 29' 47" East, a distance of 18.17 feet, to a point;

South 42° 40' 30" East, a distance of 17.59 feet, to a point;

South 00° 53' 37" East, a distance of 9.88 feet, to a point;

South 86° 45' 17" East, a distance of 83.81 feet, to a point;

South 03° 14' 43" West, a distance of 18.17 feet, to a point;

North 86° 45' 17" West, a distance of 100.51 feet, to a point;

South 03° 14' 43" West, a distance of 71.32 feet, to a point;

North 86° 45' 17" West, a distance of 66.94 feet, to a point;

North 03° 14' 43" East, a distance of 72.63 feet, to a point;

North 86° 45' 17" West, a distance of 113.00 feet to a point of curvature to the left;

With the arc of said curve to the left, having a central angle of 90°00'00", a radius of 15.00 feet, an arc length of 23.56 feet and a chord bearing and distance of South 48°14'43" West, 21.21 feet to a point of tangency;

South 03° 14' 43" West, a distance of 148.17 feet, to a point;

North 86° 41' 26" West, a distance of 18.22 feet, to a point;

North 03° 14' 43" East, a distance of 20.51 feet, to a point;

North 86° 45' 17" West, a distance of 25.67 feet, to the TRUE POINT OF BEGINNING, containing 0.463 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

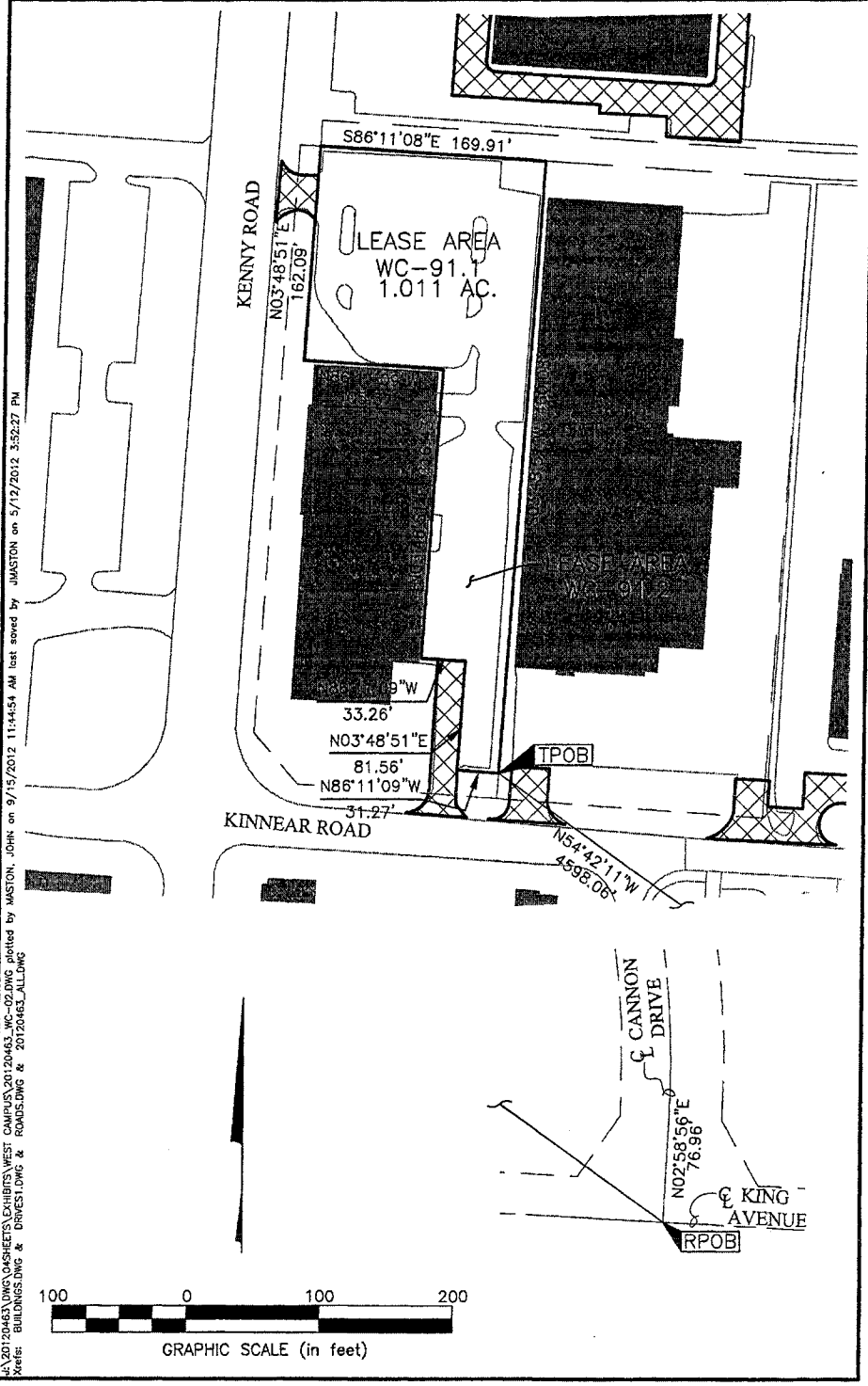
LEASE PARCEL WC-91.1 & WC-91.2 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 12, 2012

Job No. 2012-0463

Scale: 1" = 100'



**LEASE PARCEL WC-91.1 & WC-91.2
1.011 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 54° 42' 11" West, a distance of 4598.06 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 11' 09" West, a distance of 31.27 feet, to a point;

North 03° 48' 51" East, a distance of 81.56 feet, to a point;

North 86° 11' 09" West, a distance of 33.26 feet, to a point;

North 03° 48' 51" East, a distance of 216.43 feet, to a point;

North 86° 11' 09" West, a distance of 105.37 feet, to a point;

North 03° 48' 51" East, a distance of 162.09 feet, to a point;

South 86° 11' 08" East, a distance of 169.91 feet, to a point;

South 03° 48' 51" West, a distance of 460.08 feet, to the TRUE POINT OF BEGINNING, containing 1.011 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL WC-91.3
0.236 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $51^{\circ} 00' 04''$ West, a distance of 5005.82 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $03^{\circ} 28' 38''$ East, a distance of 123.56 feet, to a point;

South $86^{\circ} 31' 22''$ East, a distance of 96.22 feet, to a point;

South $03^{\circ} 28' 38''$ West, a distance of 102.84 feet, to a point;

South $86^{\circ} 31' 22''$ East, a distance of 111.51 feet, to a point;

South $03^{\circ} 28' 38''$ West, a distance of 20.71 feet, to a point;

North $86^{\circ} 31' 22''$ West, a distance of 207.73 feet, to the TRUE POINT OF BEGINNING, containing 0.236 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL WC-91.3
0.766 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 48° 47' 56" West, a distance of 4751.88 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 28' 38" East, a distance of 123.60 feet, to a point;

South 86° 31' 22" East, a distance of 286.52 feet, to a point;

South 03° 28' 38" West, a distance of 104.55 feet, to a point;

North 86° 31' 22" West, a distance of 7.83 feet, to a point;

with an arc of a curve to the left, having a central angle of 08° 23' 17", a radius of 500.00 feet, an arc length of 73.20 feet, a chord bearing of South 89° 17' 00" West, a chord distance of 73.13 feet, to a point;

South 85° 05' 21" West, a distance of 63.60 feet, to a point;

with an arc of a curve to the right, having a central angle of 09° 51' 04", a radius of 300.00 feet, an arc length of 51.58 feet, a chord bearing of South 88° 33' 06" West, a chord distance of 51.52 feet, to a point;

North 86° 31' 22" West, a distance of 91.51 feet, to the TRUE POINT OF BEGINNING, containing 0.766 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



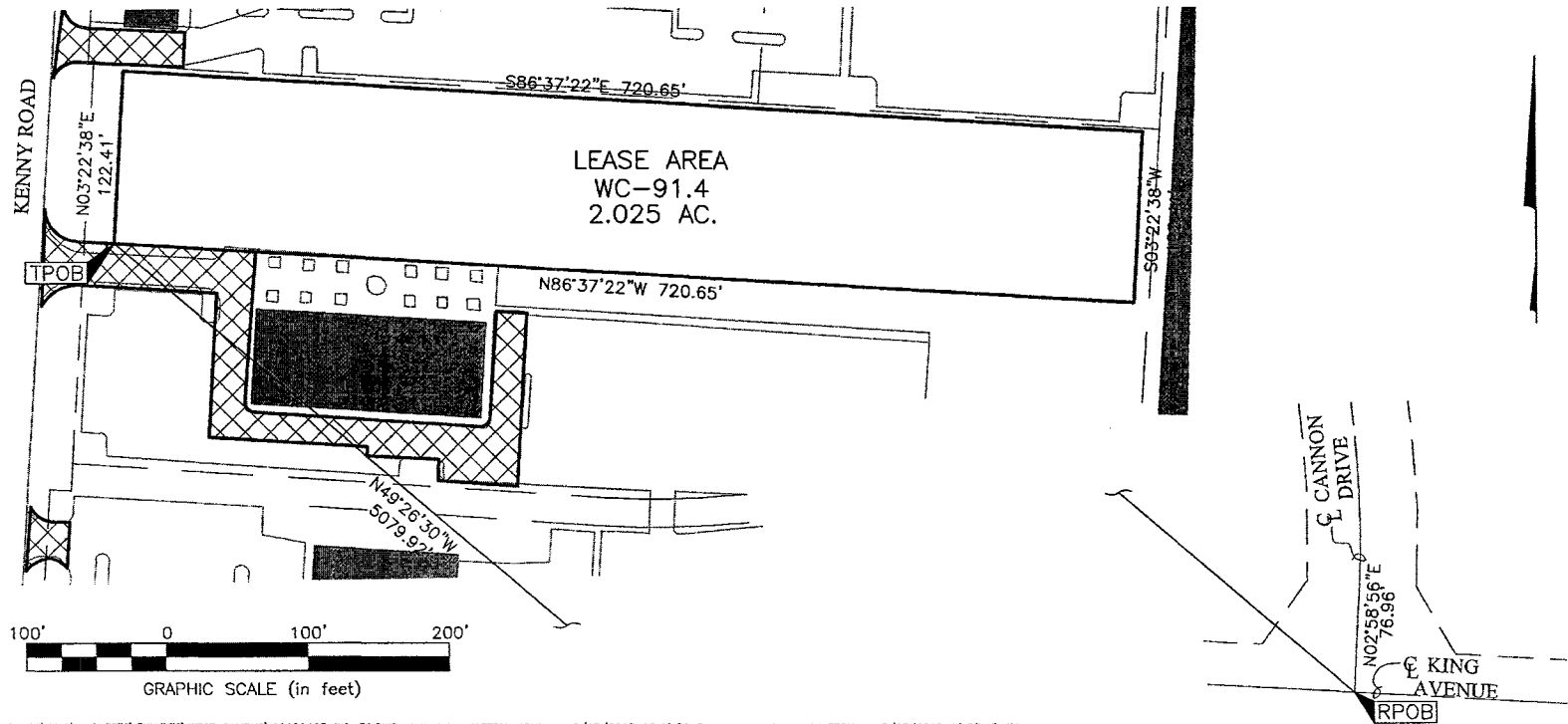
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-91.4
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-30.DWG plotted by MASTON, JOHN on 9/15/2012 12:49:50 PM last saved by JMASTON on 5/13/2012 10:53:45 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-91.4
2.025 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 49° 26' 30" West, a distance of 5079.92 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 22' 38" East, a distance of 122.41 feet to a point;

South 86° 37' 22" East, a distance of 720.65 feet to a point;

South 03° 22' 38" West, a distance of 122.41 feet to a point;

North 86° 37' 22" West, a distance of 720.65 feet, to the TRUE POINT OF BEGINNING, containing 2.025 acres, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hamblen & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3646
 emht.com

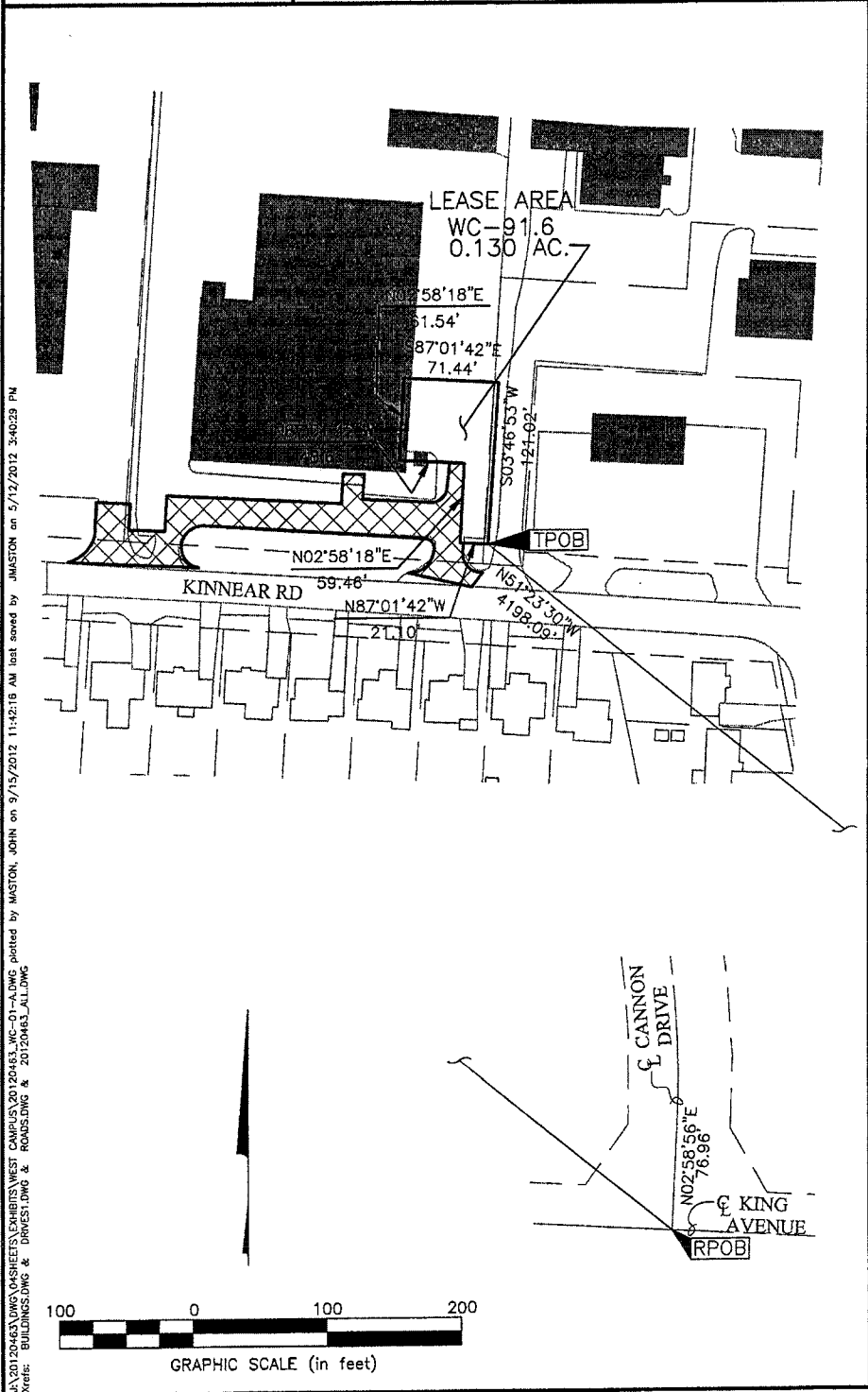
LEASE PARCEL WC-91.6 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



A:\2012\0463\DWG\CASHIERS EXHIBITS\WEST CAMPUS\2012\0463_WC-01-A.DWG plotted by JAMSTON on 9/15/2012 11:42:15 AM last saved by JAMSTON on 5/12/2012 3:40:23 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-91.6
0.130 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 51° 23' 30" West, a distance of 4198.09 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 87° 01' 42" West, a distance of 21.10 feet, to a point;

North 02° 58' 18" East, a distance of 59.46 feet, to a point;

North 87° 01' 42" West, a distance of 48.63 feet, to a point;

North 02° 58' 18" East, a distance of 61.54 feet, to a point;

South 87° 01' 42" East, a distance of 71.44 feet, to a point;

South 03° 45' 53" West, a distance of 121.02 feet, to the TRUE POINT OF BEGINNING, containing 0.130 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hamilton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5300 New Albany Road, Columbus, OH 43054
 Phone: 614.776.4500 Toll Free: 888.776.3648
 emht.com

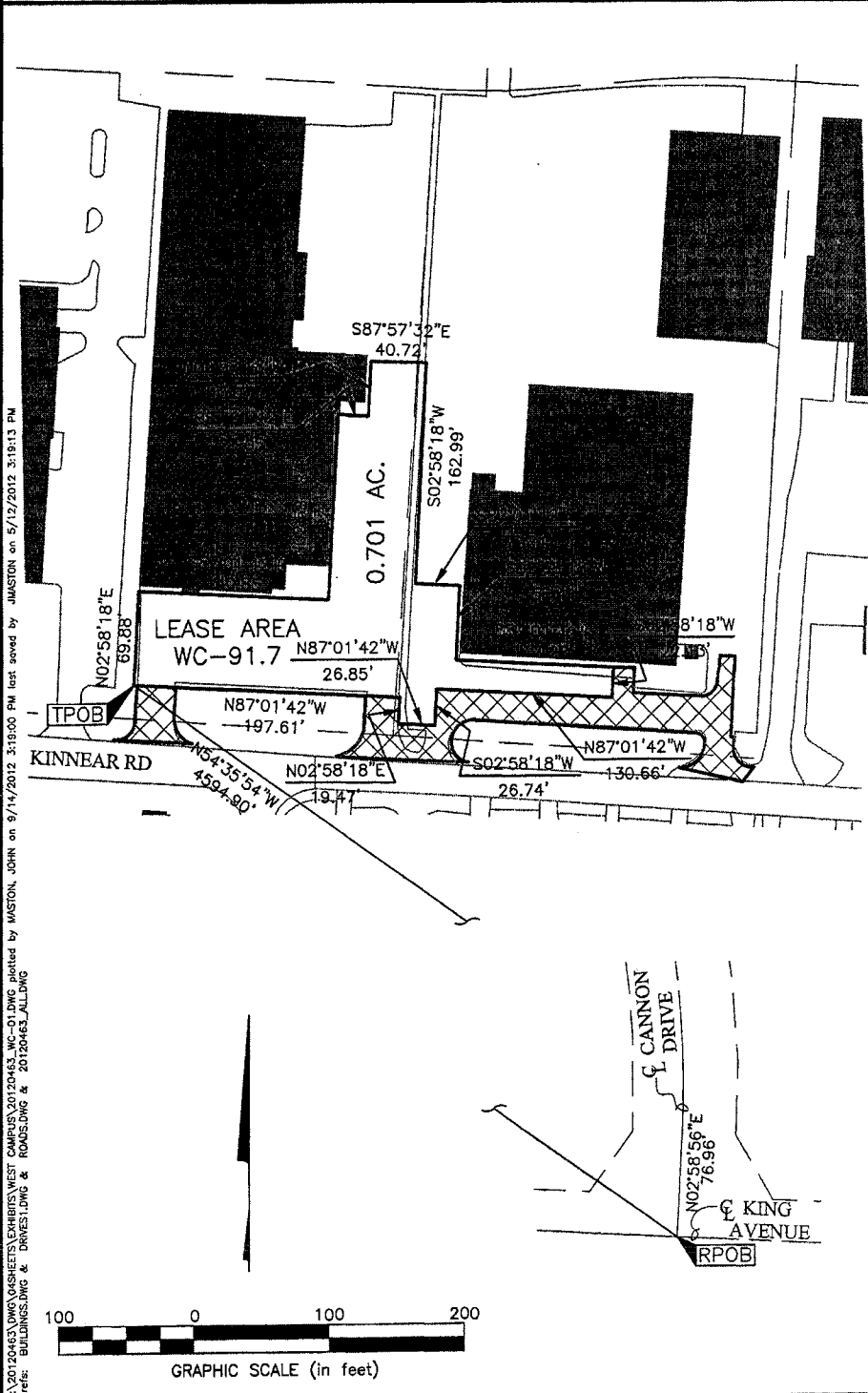
LEASE PARCEL WC-91.7 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



D:\2012\0463\DWG\CASHIERS\EXHIBITS\WEST CAMPUS\2012\0463_WC-01.DWG plotted by MASTON, JOHN on 9/14/2012 3:19:00 PM last saved by JAMSTON on 5/12/2012 3:19:13 PM
 Xref: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL WC-91.6 & WC-91.7
0.701 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 54° 35' 54" West, a distance of 4594.90 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 02° 58' 18" East, a distance of 69.88 feet, to a point;

South 87° 01' 42" East, a distance of 140.85 feet, to a point;

North 02° 58' 18" East, a distance of 137.17 feet, to a point;

South 87° 01' 42" East, a distance of 23.05 feet, to a point;

North 02° 58' 18" East, a distance of 40.07 feet, to a point;

South 87° 57' 32" East, a distance of 40.72 feet, to a point;

South 02° 58' 18" West, a distance of 162.99 feet, to a point;

South 87° 01' 42" East, a distance of 33.24 feet, to a point;

South 02° 58' 18" West, a distance of 55.41 feet, to a point;

South 87° 01' 42" East, a distance of 117.27 feet, to a point;

South 02° 58' 18" West, a distance of 22.13 feet, to a point;

North 87° 01' 42" West, a distance of 130.66 feet, to a point;

South 02° 58' 18" West, a distance of 26.74 feet, to a point;

North 87° 01' 42" West, a distance of 26.85 feet, to a point;

North 02° 58' 18" East, a distance of 19.47 feet, to a point;

North 87° 01' 42" West, a distance of 197.61 feet, to the TRUE POINT OF BEGINNING, containing 0.701 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



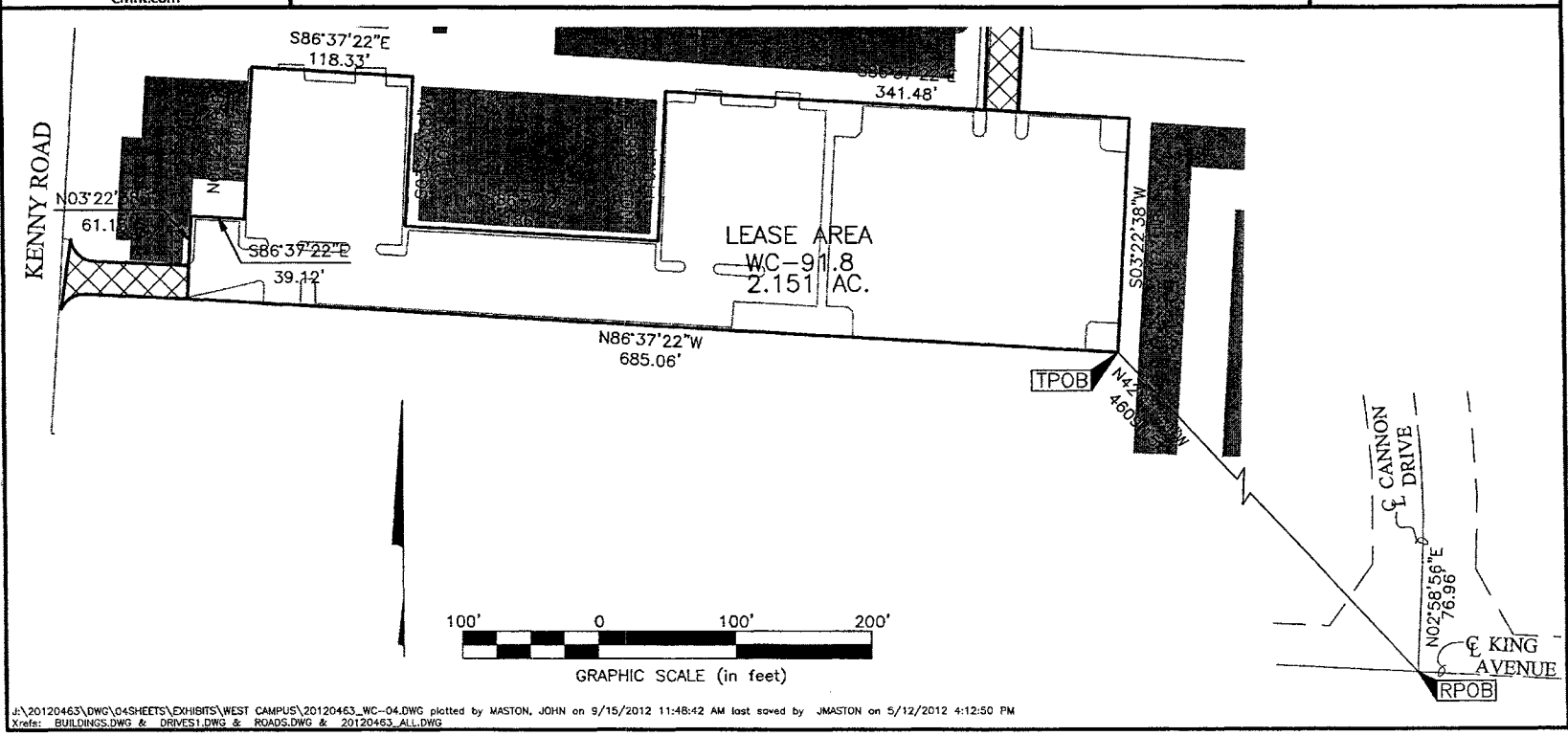
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-91.8
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-04.DWG plotted by MASTON, JOHN on 5/15/2012 11:46:42 AM last saved by JMASTON on 5/12/2012 4:12:50 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-91.8
2.151 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 42° 41' 40" West, a distance of 4609.15 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 37' 22" West, a distance of 685.06 feet, to a point;

North 03° 22' 38" East, a distance of 61.13 feet, to a point;

South 86° 37' 22" East, a distance of 39.12 feet, to a point;

North 03° 22' 38" East, a distance of 112.05 feet, to a point;

South 86° 37' 22" East, a distance of 118.33 feet, to a point;

South 03° 22' 38" West, a distance of 110.54 feet, to a point;

South 86° 37' 22" East, a distance of 186.13 feet, to a point;

North 03° 22' 38" East, a distance of 110.54 feet, to a point;

South 86° 37' 22" East, a distance of 341.48 feet, to a point;

South 03° 22' 38" West, a distance of 173.18 feet, to the TRUE POINT OF BEGINNING, containing 2.151 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



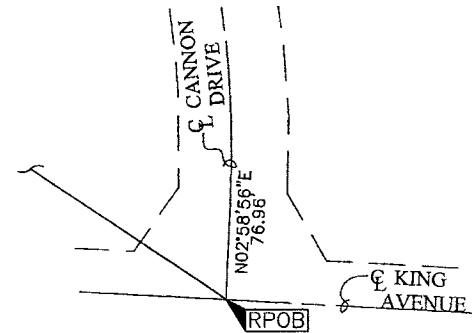
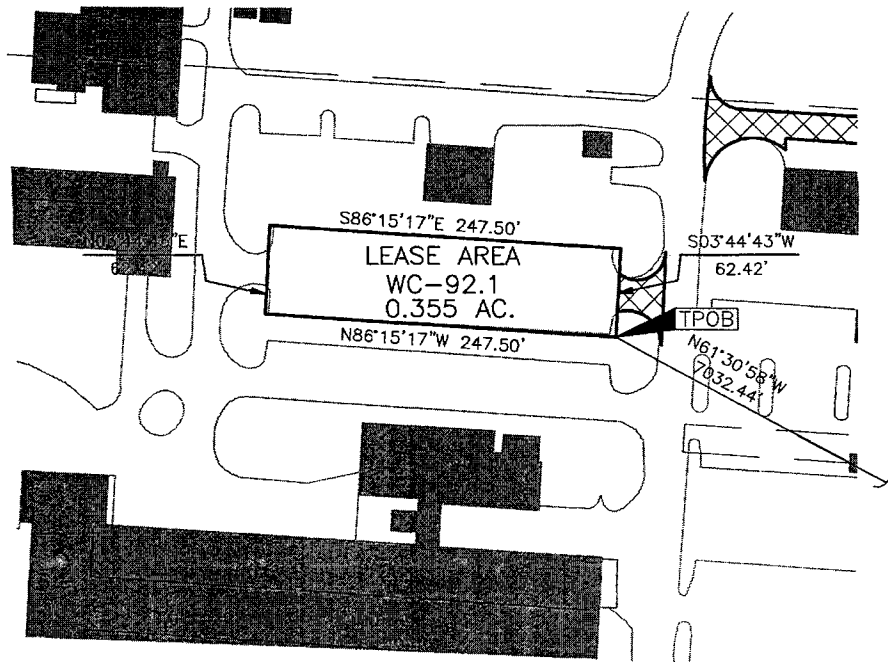
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL WC-92.1
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



GRAPHIC SCALE (in feet)

LEASE PARCEL WC-92.1
0.355 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 61° 30' 58" West, a distance of 7032.44 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 15' 17" West, a distance of 247.50 feet to a point;

North 03° 44' 43" East, a distance of 62.42 feet to a point;

South 86° 15' 17" East, a distance of 247.50 feet to a point

South 03° 44' 43" West, distance of 62.42 feet, to the TRUE POINT OF BEGINNING, containing 0.355 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



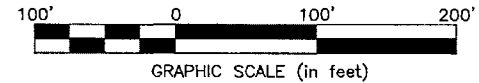
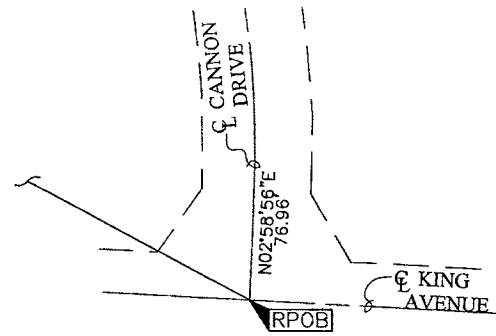
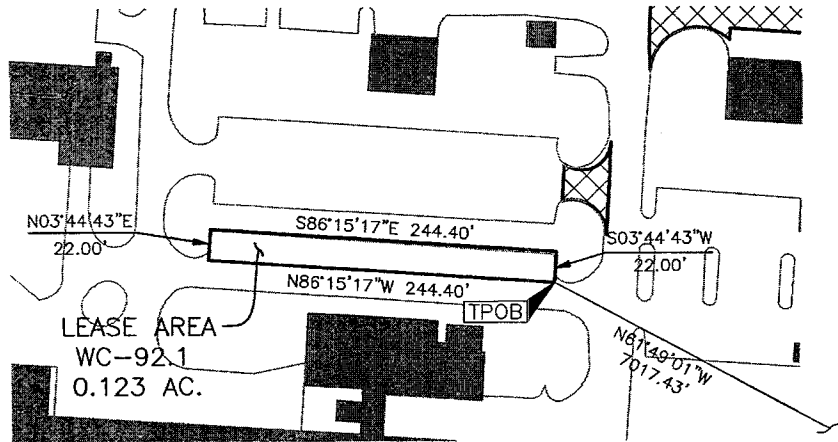
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5900 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-92.1
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-11.DWG plotted by MASTON, JOHN on 9/15/2012 12:04:45 PM last saved by JMASTON on 5/12/2012 5:00:16 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-92.1
0.123 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 61° 49' 01" West, a distance of 7017.43 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 15' 17" West, a distance of 244.40 feet, to a point;

North 03° 44' 43" East, a distance of 22.00 feet, to a point;

South 86° 15' 17" East, a distance of 244.40 feet, to a point;

South 03° 44' 43" West, a distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.123 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

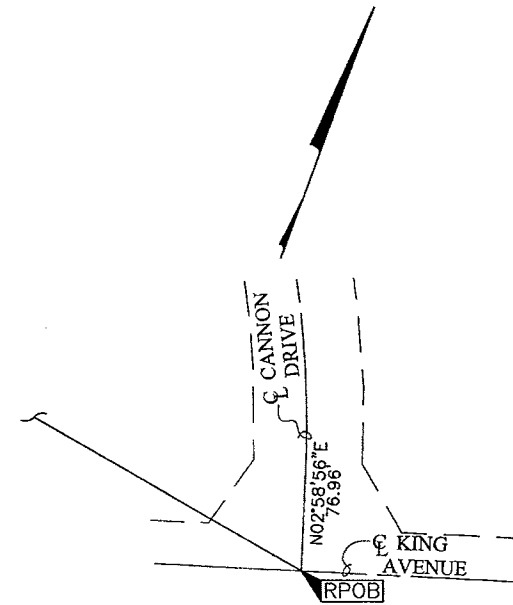
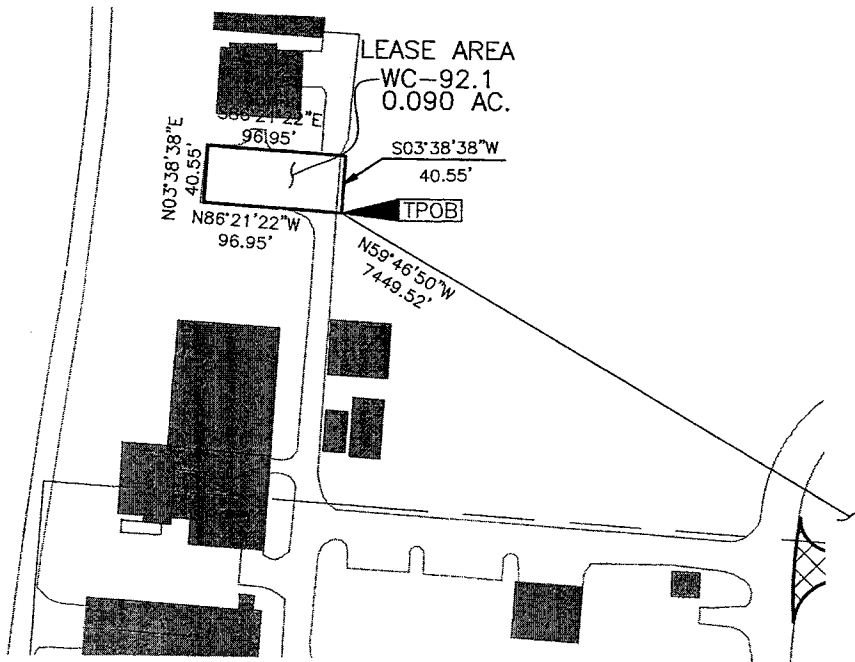
LEASE PARCEL WC-92.1 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



GRAPHIC SCALE (in feet)

LEASE PARCEL WC-92.1
0.090 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 59° 46' 50" West, a distance of 7449.52 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 21' 22" West, a distance of 96.95 feet to a point;

North 03° 38' 38" East, a distance of 40.55 feet to a point;

South 86° 21' 22" East, a distance of 96.95 feet to a point;

South 03° 38' 38" West, a distance of 40.55 feet, to the TRUE POINT OF BEGINNING, containing 0.090 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



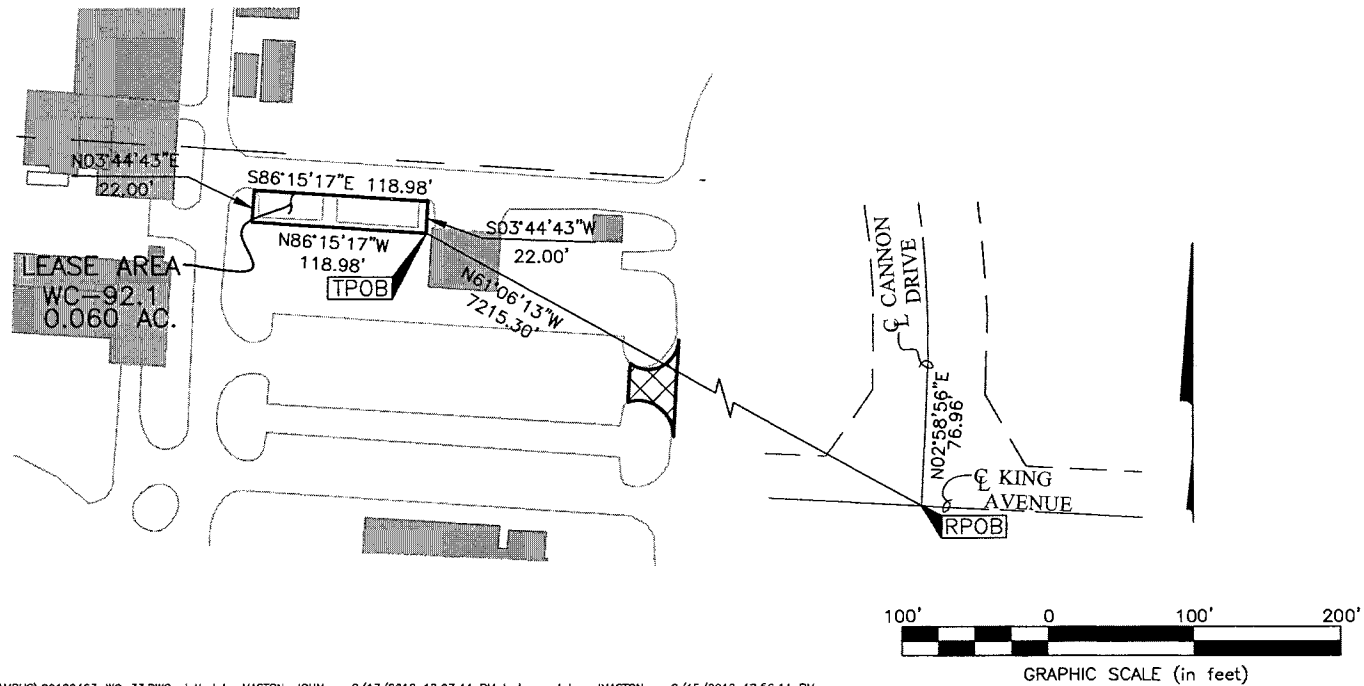
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL WC-92.1
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-33.DWG plotted by MASTON, JOHN on 9/17/2012 12:07:44 PM last saved by JMASTON on 9/15/2012 12:56:14 PM
Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-92.1
0.060 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 61° 06' 13" West, a distance of 7215.30 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 15' 17" West, a distance of 118.98 feet to a point;

North 03° 44' 43" East, a distance of 22.00 feet to a point;

South 86° 15' 17" East, a distance of 118.98 feet to a point;

South 03° 44' 43" West, a distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.060 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4200 Fax: 614.775.3148
 emht.com

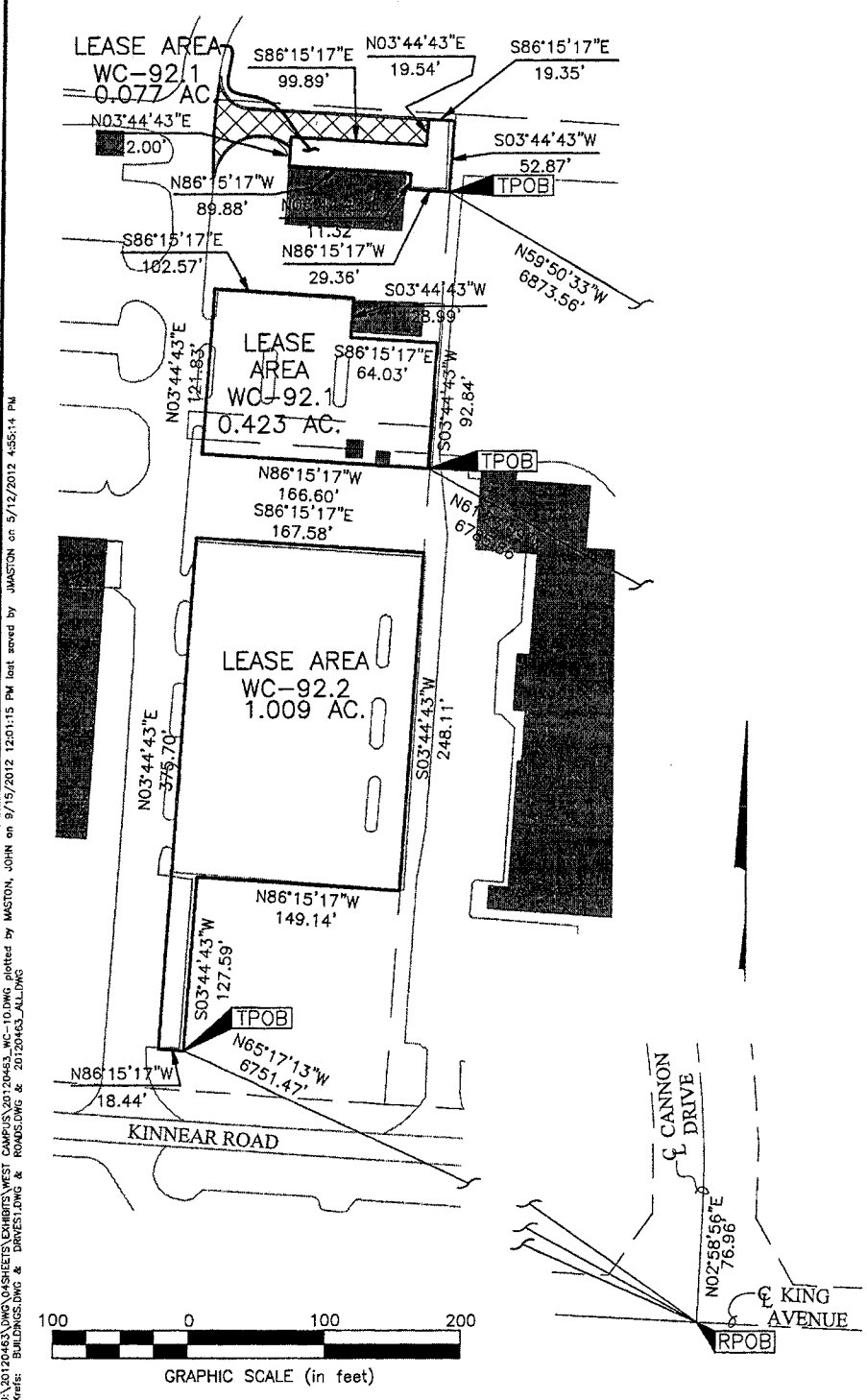
LEASE PARCEL WC-92.1 & WC-92.2 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



U:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-10.DWG plotted by MASTON, JOHN on 9/15/2012 12:01:15 PM last saved by JMASTON on 5/12/2012 4:55:14 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & R0405.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-92.1
0.423 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 61° 23' 09" West, a distance of 6785.86 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 15' 17" West, a distance of 166.60 feet, to a point;

North 03° 44' 43" East, a distance of 121.83 feet, to a point;

South 86° 15' 17" East, a distance of 102.57 feet, to a point;

South 03° 44' 43" West, a distance of 28.99 feet to a point;

South 86° 15' 17" East, a distance of 64.03 feet, to a point;

South 03° 44' 43" West, a distance of 92.84 feet, to the TRUE POINT OF BEGINNING, containing 0.423 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL WC-92.1
0.077 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 59° 50' 33" West, a distance of 6873.56 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 15' 17" West, a distance of 29.36 feet, to a point;

North 03° 44' 43" East, a distance of 11.32 feet, to a point;

North 86° 15' 17" West, a distance of 89.88 feet, to a point;

North 03° 44' 43" East, a distance of 22.00 feet, to a point;

South 86° 15' 17" East, a distance of 99.89 feet, to a point;

North 03° 44' 43" East, a distance of 19.54 feet, to a point;

South 86° 15' 17" East, a distance of 19.35 feet, to a point;

South 03° 44' 43" West, a distance of 52.87 feet, to the TRUE POINT OF BEGINNING, containing 0.077 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL WC-92.2
1.009 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 65° 17' 13" West, a distance of 6751.47 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 15' 17" West, a distance of 18.44 feet, to a point;

North 03° 44' 43" East, a distance of 375.70 feet, to a point;

South 86° 15' 17" East, a distance of 167.58 feet, to a point;

South 03° 44' 43" West, a distance of 248.11 feet, to a point;

North 86° 15' 17" West, a distance of 149.14 feet, to a point;

South 03° 44' 43" West, a distance of 127.59 feet, to the TRUE POINT OF BEGINNING, containing 1.009 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



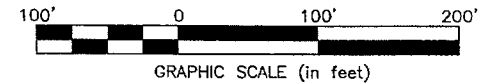
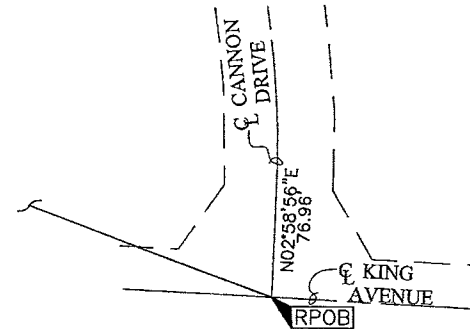
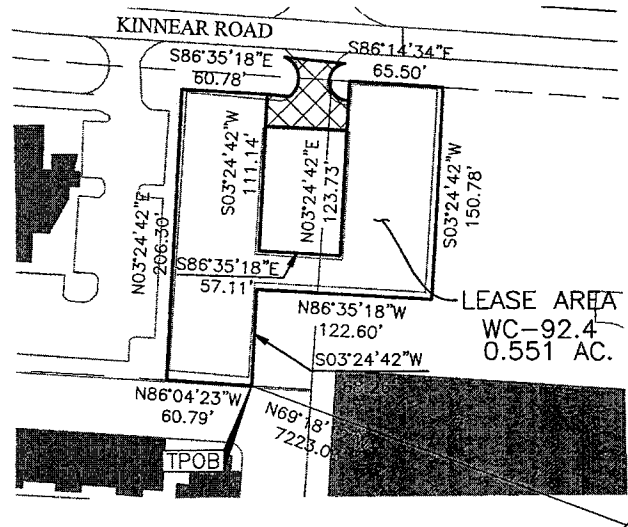
Evans, Mechwart, Hambleton & Tifton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-92.4
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



**LEASE PARCEL WC-92.4
0.551 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 69° 18' 12" West, a distance of 7223.03 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 04' 23" West, a distance of 60.79 feet, to a point;

North 03° 24' 42" East, a distance of 206.30 feet, to a point;

South 86° 35' 18" East, a distance of 60.78 feet, to a point;

South 03° 24' 42" West, a distance of 111.14 feet, to a point;

South 86° 35' 18" East, a distance of 57.11 feet, to a point;

North 03° 24' 42" East, a distance of 123.73 feet, to a point;

South 86° 14' 34" East, a distance of 65.50 feet, to a point;

South 03° 24' 42" West, a distance of 150.78 feet, to a point;

North 86° 35' 18" West a distance of 122.60 feet, to a point;

South 03° 24' 42" West, a distance of 68.26 feet, to the TRUE POINT OF BEGINNING, containing 0.551 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hombston & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

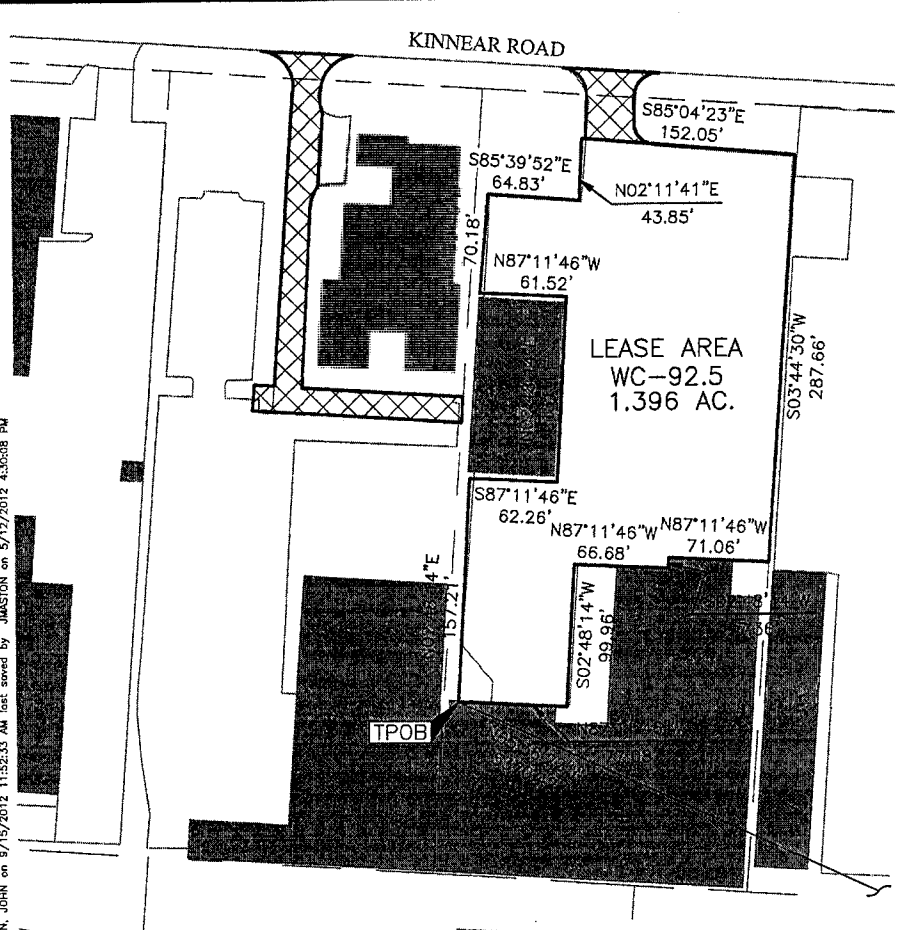
LEASE PARCEL WC-92.5 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

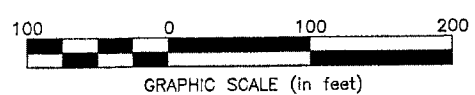
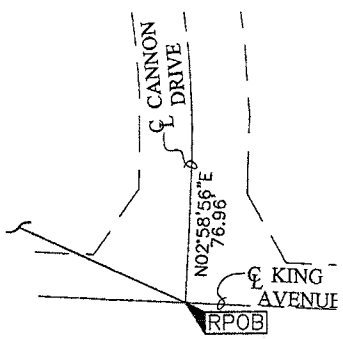
Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



P:\2012\0463\DWG\CASHIERS\EXHIBITS\WEST CAMPUS\20120463.WC-07.DWG plotted by MASTON, JOHN on 9/15/2012 11:52:33 AM last saved by MASTON, JOHN on 9/17/2012 4:30:08 PM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALLOWED



**LEASE PARCEL WC-92.5
1.396 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 65° 36' 22" West, a distance of 5370.42 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 02° 48' 14" East, a distance of 157.21 feet, to a point;

South 87° 11' 46" East, a distance of 62.26 feet, to a point;

North 02° 48' 14" East, a distance of 131.11 feet, to point;

North 87° 11' 46" West, a distance of 61.52 feet, to a point;

North 04° 50' 40" East, a distance of 70.18 feet, to a point;

South 85° 39' 52" East, a distance of 64.83 feet, to a point;

North 02° 11' 41" East, a distance of 43.85 feet, to a point;

South 85° 04' 23" East, a distance of 152.05 feet, to point;

South 03° 44' 30" West, a distance of 287.66 feet, to a point;

North 87° 11' 46" West, a distance of 71.06 feet, to a point;

South 02° 48' 14" West, a distance of 7.36 feet, to a point;

North 87° 11' 46" West, a distance of 66.68 feet, to a point;

South 02° 48' 14" West, a distance of 99.96 feet, to a point;

North 87° 11' 46" West, a distance of 77.08 feet, to the TRUE POINT OF BEGINNING, containing 1.396 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43204
 Phone: 614.778.4500 Toll Free: 888.775.5648
 emht.com

LEASE PARCEL WC-92.5 THE OHIO STATE UNIVERSITY WEST CAMPUS

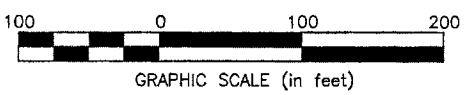
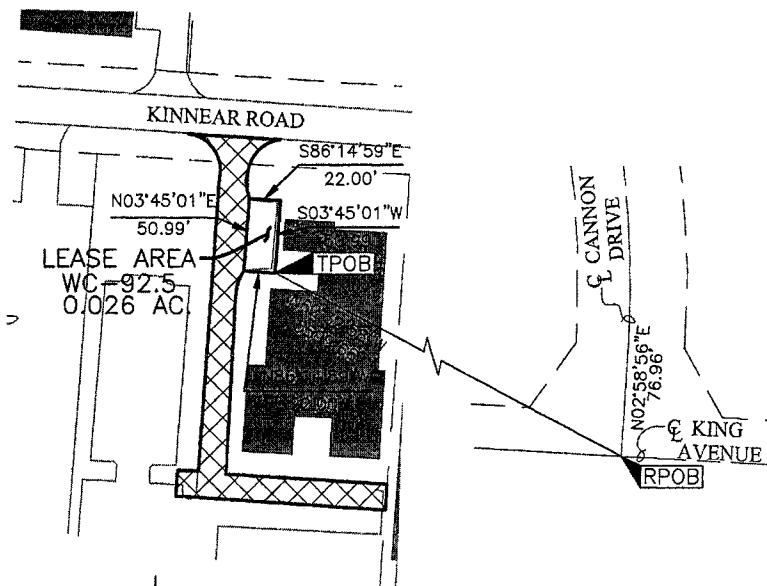
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'

U:\20120463\DWG\04\SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-92.5.DWG, plotted by MASTON, JOHN on 9/15/2012 12:53:35 PM last saved by MASTON on 5/13/2012 11:12:54 AM
 Paths: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL WC-92.5
0.026 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 62° 32' 58" West, a distance of 5599.66 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 14' 59" West, a distance of 22.00 feet to a point;

North 03° 45' 01" East, a distance of 50.99 feet to a point;

South 86° 14' 59" East, a distance of 22.00 feet to a point;

South 03° 45' 01" West, a distance of 50.99 feet, to the TRUE POINT OF BEGINNING, containing 0.026 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



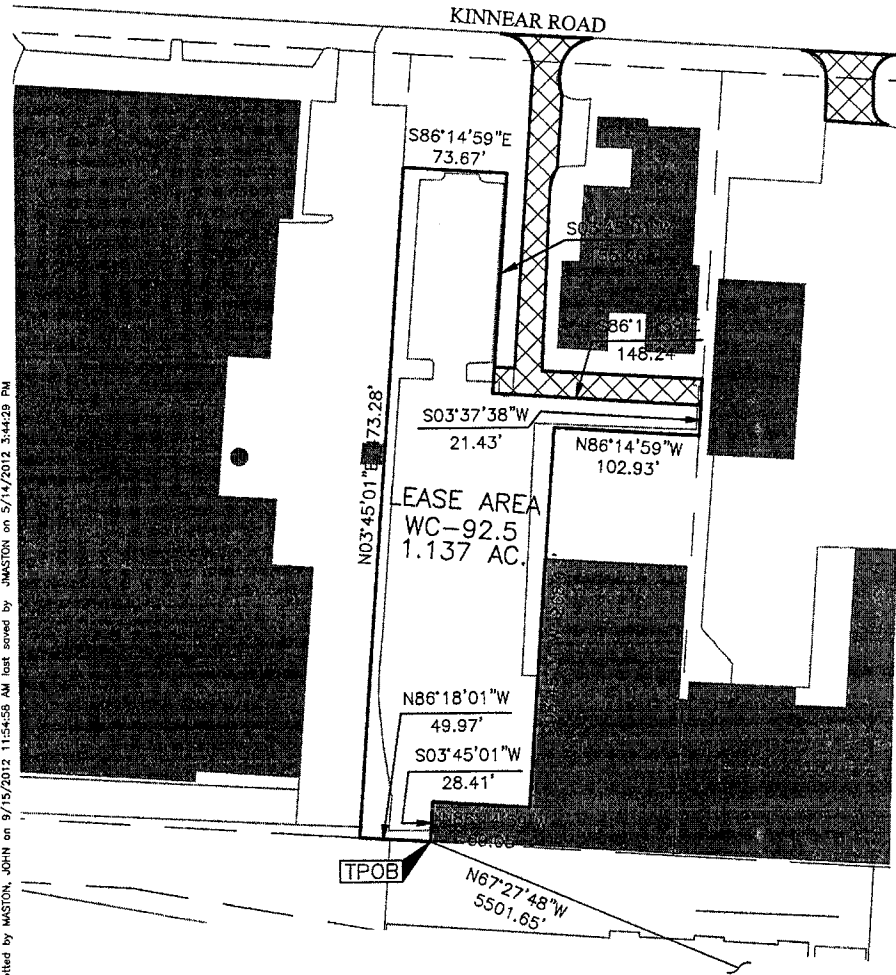
Evans, Mechwart, Hambilton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.775.5648
 emht.com

LEASE PARCEL WC-92.5 & WC-92.7 THE OHIO STATE UNIVERSITY WEST CAMPUS CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

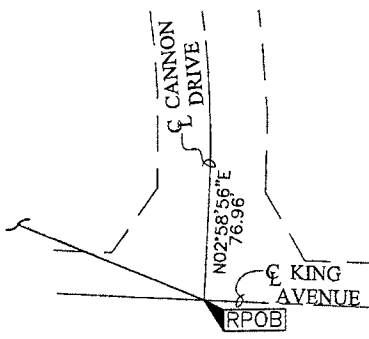
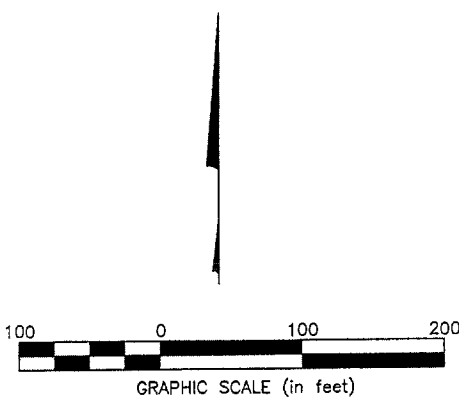
Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



IN 20120463.DWG (SHEETS) EXHIBITS WEST CAMPUS 20120463.WC-07A.DWG, plotted by MASTON, JOHN on 9/15/2012 11:54:58 AM last saved by MASTON, JOHN on 5/14/2012 3:44:29 PM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROWS.DWG & 20120463_A.LLW



**LEASE PARCEL WC-92.5 & WC-92.7
1.137 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 67° 27' 48" West, a distance of 5501.65 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 18' 01" West, a distance of 49.97 feet, to a point;

North 03° 45' 01" East, a distance of 473.28 feet, to a point;

South 86° 14' 59" East, a distance of 73.67 feet, to a point;

South 03° 45' 01" West, a distance of 155.26 feet, to a point;

South 86° 14' 59" East, a distance of 148.24 feet, to a point;

South 03° 37' 38" West, a distance of 21.43 feet, to a point;

North 86° 14' 59" West, a distance of 102.93 feet, to a point;

South 03° 45' 01" West, a distance of 268.13 feet, to a point;

North 86° 14' 59" West, a distance of 69.05 feet, to a point;

South 03° 45' 01" West, a distance of 28.41 feet, to the TRUE POINT OF BEGINNING, containing 1.137 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.2648
 emht.com

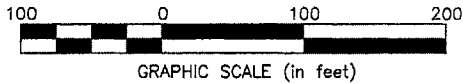
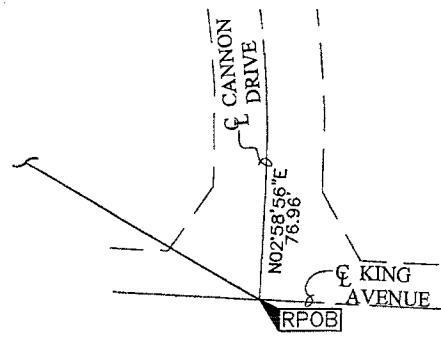
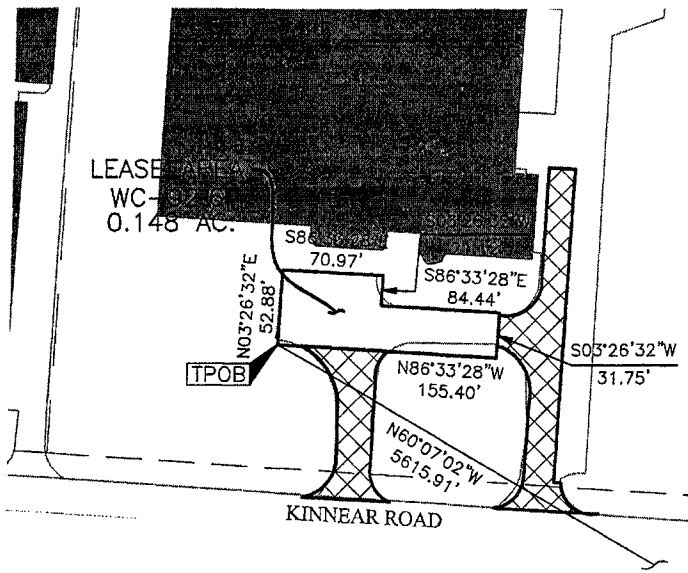
LEASE PARCEL WC-92.6 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST\CAMPUS\20120463_WC-92.6.DWG plotted by WASTON, JOHN on 9/15/2012 12:58:44 PM last saved by WASTON, JOHN on 5/13/2012 11:29:01 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-92.6
0.148 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 60° 07' 02" West, a distance of 5615.91 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 26' 32" East, a distance of 52.88 feet to a point;

South 86° 33' 28" East, a distance of 70.97 feet to a point;

South 03° 26' 32" West, a distance of 21.12 feet to a point;

South 86° 33' 28" East, a distance of 84.44 feet to a point;

South 03° 26' 32" West, a distance of 31.75 feet to a point;

North 86° 33' 28" West, distance of 155.40 feet, to the TRUE POINT OF BEGINNING, containing 0.148 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mochwort, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5550 New Albany Road, Columbus, OH 43254
 Phone: 614.778.4500 Toll Free: 888.775.3446
 emht.com

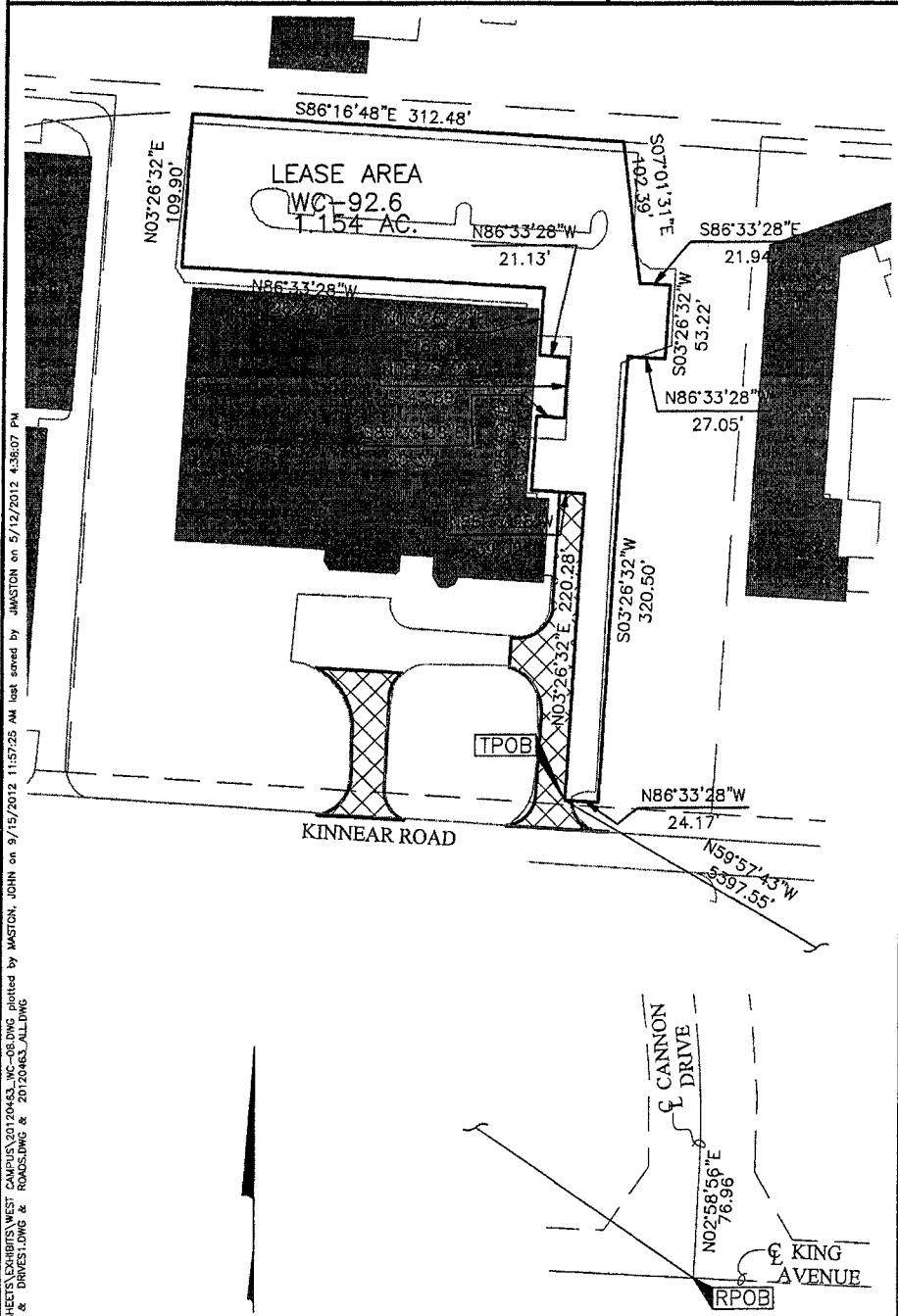
LEASE PARCEL WC-92.6 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

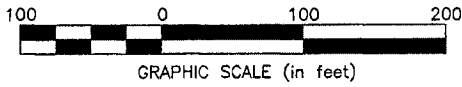
Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



I:\2012\0463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-08.DWG plotted by MASTON, JOHN on 9/15/2012 11:57:25 AM last saved by MASTON, JOHN on 5/12/2012 4:38:07 PM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & 20120463_ALL.DWG



**LEASE PARCEL WC-92.6
1.154 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 59° 57' 43" West, a distance of 5397.55 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 26' 32" East, a distance of 220.28 feet, to a point;

North 86° 33' 28" West, a distance of 39.02 feet, to a point;

North 03° 26' 32" East, a distance of 53.24 feet, to a point;

South 86° 33' 28" East, a distance of 20.37 feet, to a point;

North 03° 26' 32" East, a distance of 43.89 feet, to a point;

North 86° 33' 28" West, a distance of 21.13 feet, to a point;

North 03° 26' 32" East, a distance of 48.61 feet, to a point;

North 86° 33' 28" West, a distance of 262.00 feet, to a point;

North 03° 26' 32" East, a distance of 109.90 feet, to a point;

South 86° 16' 48" East, a distance of 312.48 feet, to a point;

South 07° 01' 31" East, a distance of 102.39 feet, to a point;

South 86° 33' 28" East, a distance of 21.94 feet, to a point;

South 03° 26' 32" West, a distance of 53.22 feet, to a point;

North 86° 33' 28" West a distance of 27.05 feet, to a point;

South 03° 26' 32" West, a distance of 320.50 feet, to a point;

North 86° 33' 28" West, a distance of 24.17 feet, to the TRUE POINT OF BEGINNING, containing 1.154 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5501 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.2648
 emht.com

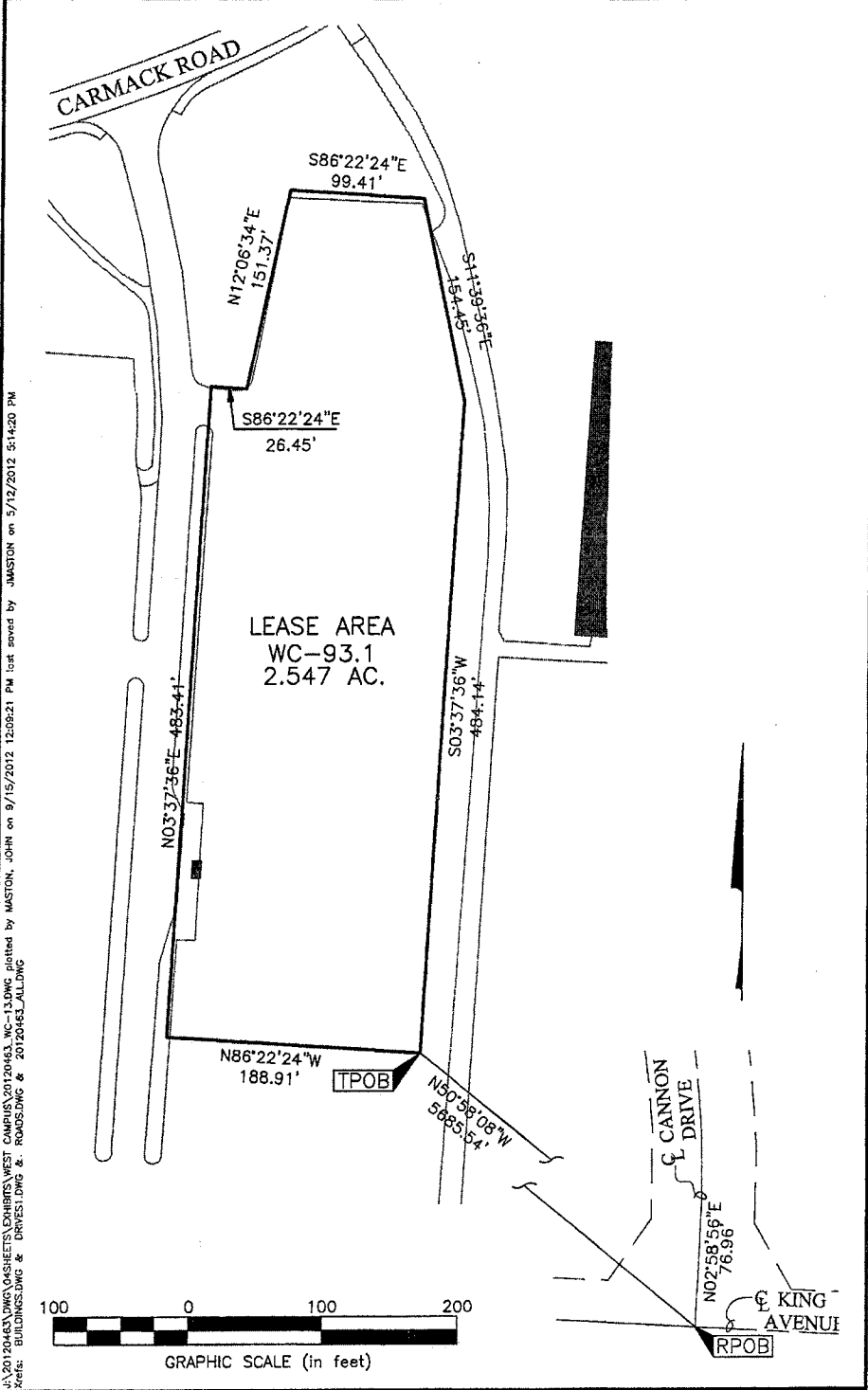
LEASE PARCEL WC-93.1 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



LEASE PARCEL WC-93.1
2.547 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 50° 58' 08" West, a distance of 5685.54 feet, to a point, the TRUE POINT OF BEGINNING;

North 86° 22' 24" West, a distance of 188.91 feet, to a point;

North 03° 37' 36" East, a distance of 483.41 feet, to a point;

South 86° 22' 24" East, a distance of 26.45 feet, to a point;

North 12° 06' 34" East, a distance of 151.37 feet, to a point;

South 86° 22' 24" East, a distance of 99.41 feet, to a point;

South 11° 39' 36" East, a distance of 154.45 feet, to a point;

South 03° 37' 36" West, a distance of 484.14 feet, to the TRUE POINT OF BEGINNING, containing 2.547 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hamblen & Tibon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5800 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4600 Toll Free: 866.775.3048
 emht.com

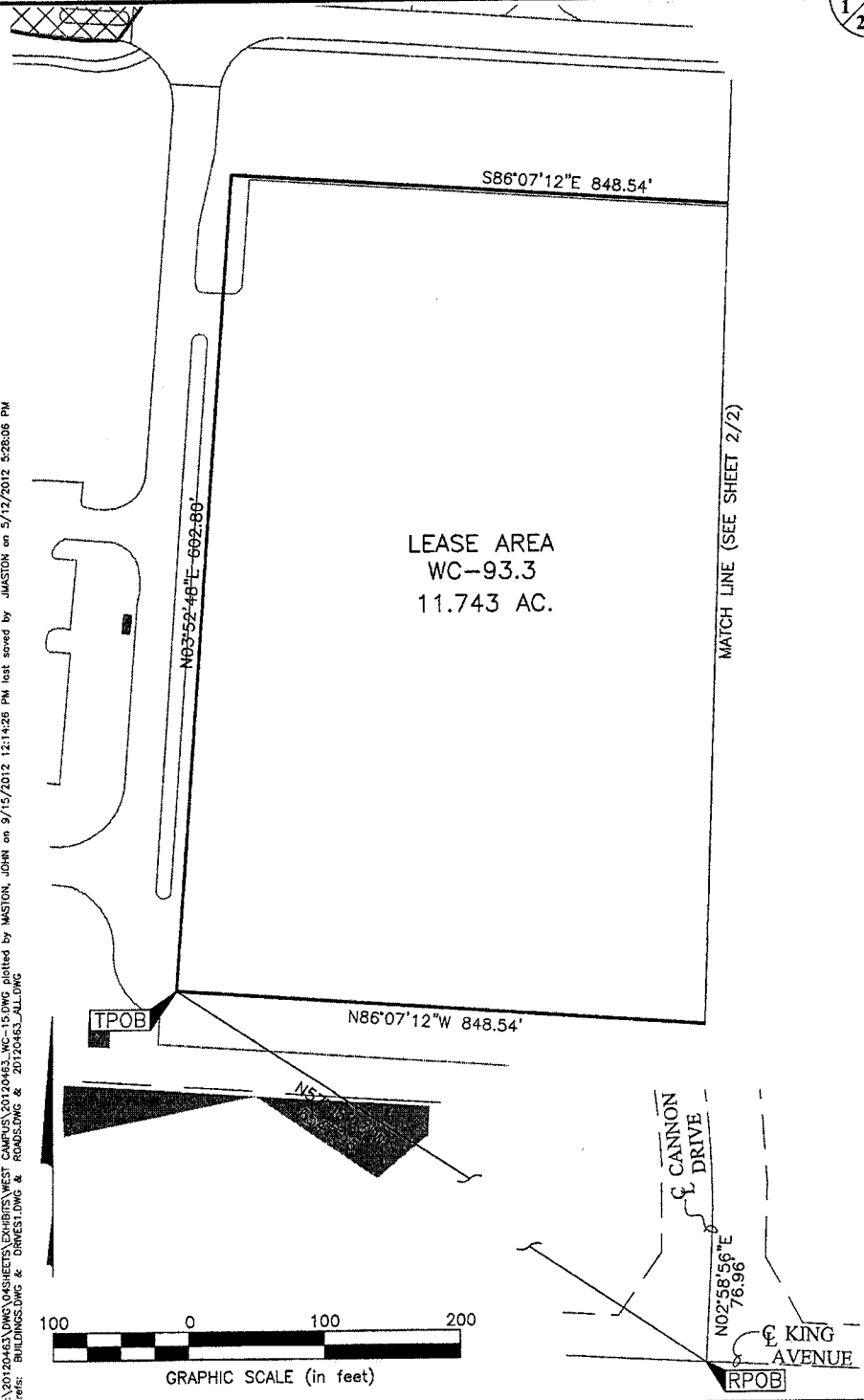
LEASE PARCEL WC-93.2 & WC-93.3
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'

1/2



\A:\2012\0463\DWG\CASHERS\DWG\WEST CAMPUS\20120463_WC-93.3.DWG plotted by MASTON, JOHN on 9/15/2012 12:14:28 PM last saved by JAMSTON on 5/12/2012 5:28:06 PM
 Scale: BUILDINGS.DWG & DRIVE.DWG & ROADS.DWG & 20120463_BUILD.DWG



Evens, Machwort, Hamblison & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5000 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4550 Fax: 614.775.2448
 emht.com

LEASE PARCEL WC-93.2 & WC-93.3
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'

2/2

MATCH LINE (SEE SHEET 1/2)

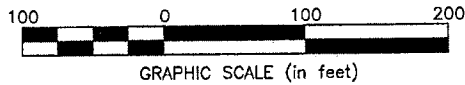
S86°07'12"E 848.54'

LEASE AREA
 WC-93.2
 11.743 AC.

S03°52'48"W 602.80'

N86°07'12"W 848.54'

I:\2012\0463\DWG\CASHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-15.DWG plotted by MASTON, JOHN on 8/15/2012 12:13:05 PM last saved by MASTON, JOHN on 5/12/2012 5:28:05 PM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL WC-93.2 & WC-93.3
11.743 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 57° 08' 23" West, a distance of 6547.96 feet, to a point, the TRUE POINT OF BEGINNING;

North 03° 52' 48" East, a distance of 602.80 feet, to a point;

South 86° 07' 12" East, a distance of 848.54 feet, to a point;

South 03° 52' 48" West, a distance of 602.80 feet, to a point;

North 86° 07' 12" West, a distance of 848.54 feet, to the TRUE POINT OF BEGINNING, containing 11.743acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

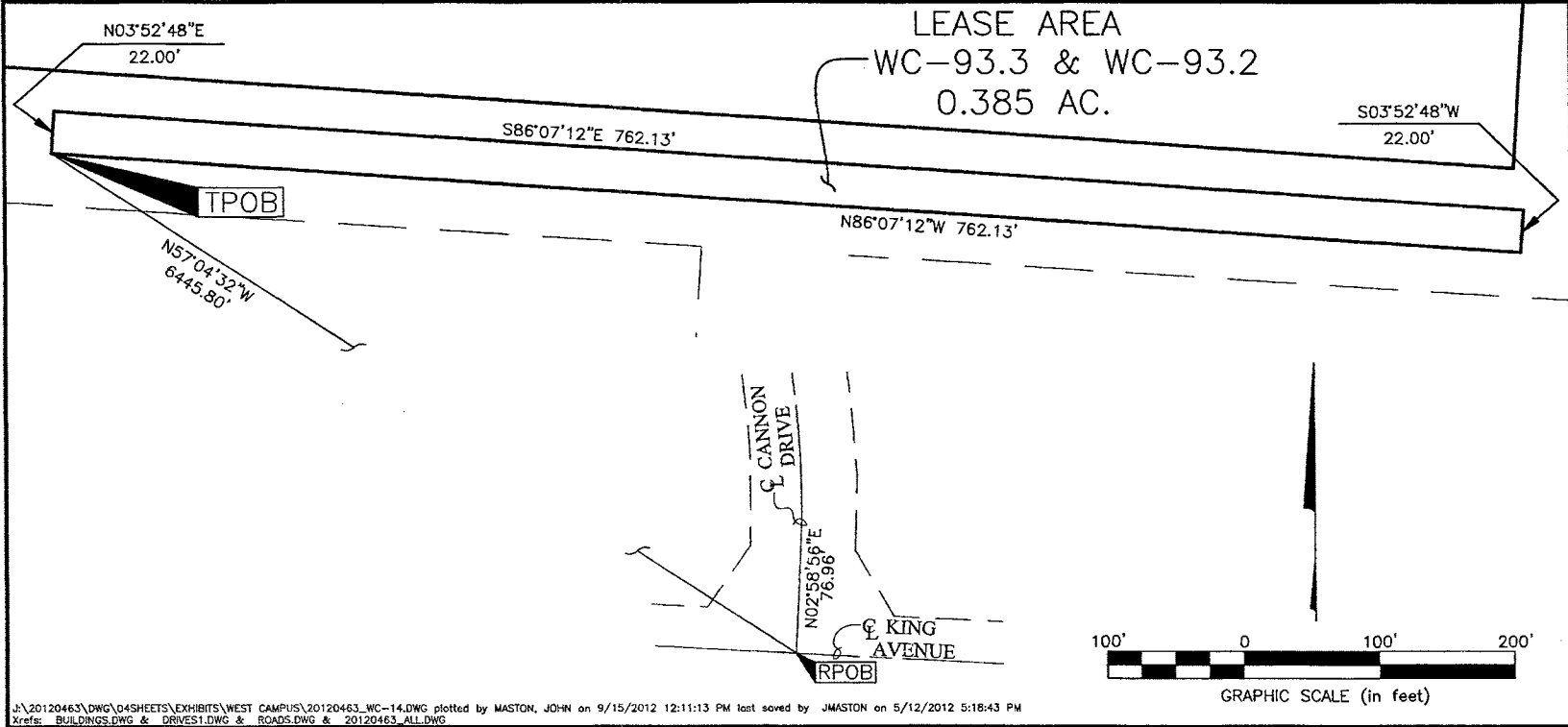
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-93.3 & WC-93.2
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	April 20, 2012
Scale:	1" = 100'
Job No.	2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-14.DWG plotted by MASTON, JOHN on 9/15/2012 12:11:13 PM last saved by JMASTON on 5/12/2012 5:18:43 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-93.3 & WC-93.2
0.385 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 57° 04' 32" West, a distance of 6445.80 feet, to a point, the TRUE POINT OF BEGINNING;

North 03° 52' 48" East, a distance of 22.00 feet, to a point;

South 86° 07' 12" East, a distance of 762.13 feet, to a point;

South 03° 52' 48" West, a distance of 22.00 feet, to a point;

North 86° 07' 12" West, a distance of 762.13 feet, to the TRUE POINT OF BEGINNING, containing 0.385 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

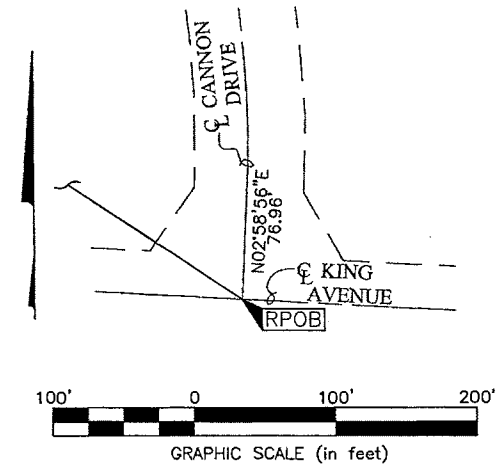
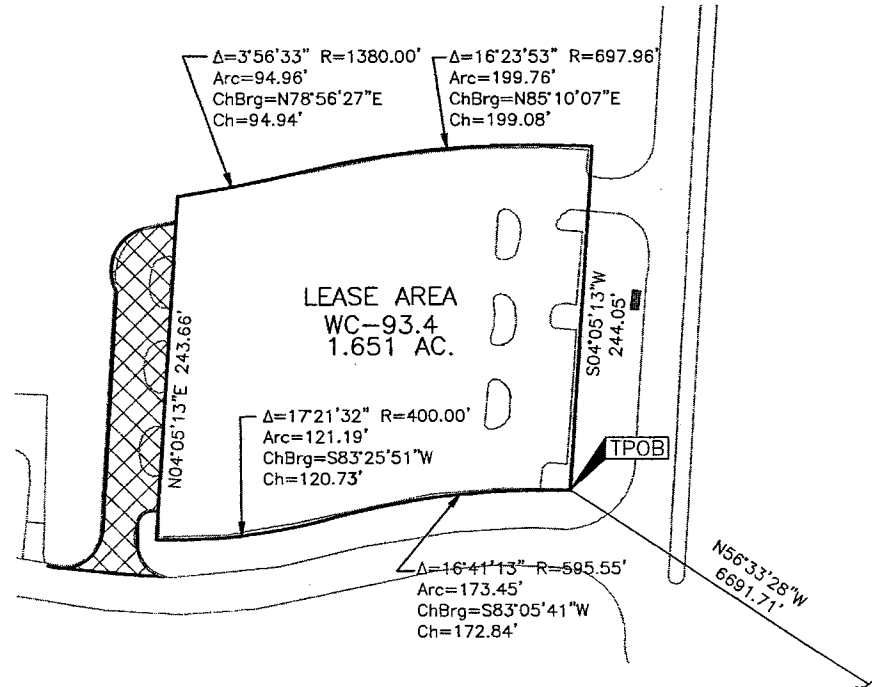
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-93.4
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012
 Scale: 1" = 100'
 Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-12.DWG plotted by MASTON, JOHN on 9/15/2012 12:06:42 PM last saved by JMASTON on 5/12/2012 5:04:49 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL WC-93.4
1.651 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $56^{\circ} 33' 28''$ West, a distance of 6691.71 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

with an arc of a curve to the left, having a central angle of $16^{\circ} 41' 13''$, a radius of 595.55 feet, an arc length of 173.45 feet, a chord bearing of South $83^{\circ} 05' 41''$ West, a chord distance of 172.84 feet, to a point;

with an arc of a curve to the right, having a central angle of $17^{\circ} 21' 32''$, a radius of 400.00 feet, an arc length of 121.19 feet, a chord bearing of South $83^{\circ} 25' 51''$ West, a chord distance of 120.73 feet, to a point

North $04^{\circ} 05' 13''$ East, a distance of 243.66 feet, to a point;

with an arc of a curve to the left, having a central angle of $03^{\circ} 56' 33''$, a radius of 1380.00 feet, and arc length of 94.96 feet, a chord bearing of North $78^{\circ} 56' 27''$ East, a chord distance of 94.94 feet, to a point;

with and arc of a curve to the right, having a central angle of $16^{\circ} 23' 53''$, a radius of 697.96 feet, an arc length of 199.76 feet, a chord bearing of North $85^{\circ} 10' 07''$ East, a chord distance of 199.08 feet, to a point;

South $04^{\circ} 05' 13''$ West, a distance of 244.05 feet, to the TRUE POINT OF BEGINNING, containing 1.651 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Byrns, Meacham, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43244
 Phone: 614.775.4900 Fax: 614.775.2448
 emht.com

LEASE PARCEL WC-93.5 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

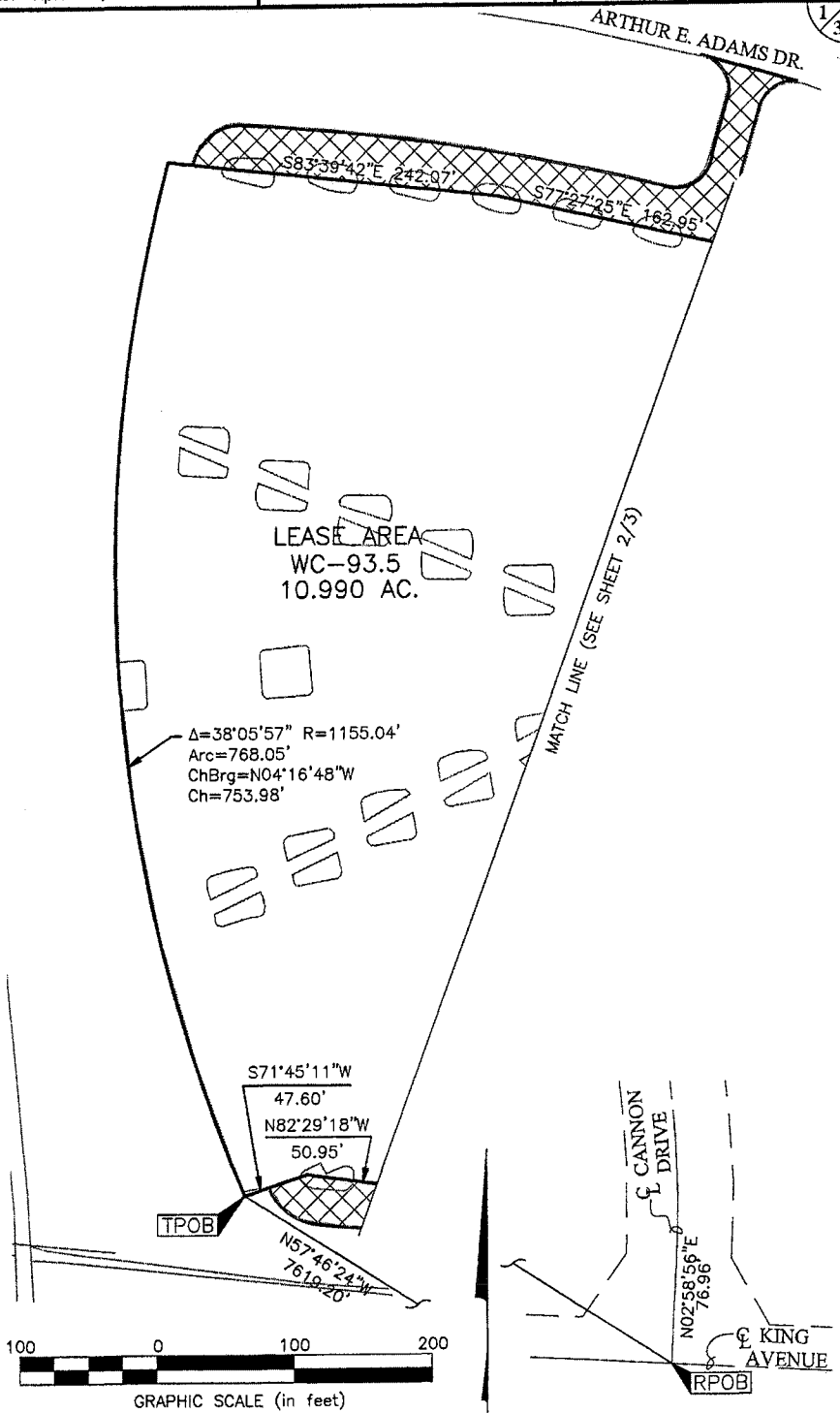
Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'

1/3

\A:\2012\0463\DWG\ASBESTOS\WEST CAMPUS\20120463_WC-93.5.DWG plotted by MASTON, JOHN on 5/15/2012 12:19:38 PM last saved by MASTON, JOHN on 5/13/2012 9:30:35 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_AUL.DWG





Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.2648
 emht.com

LEASE PARCEL WC-93.5 THE OHIO STATE UNIVERSITY WEST CAMPUS

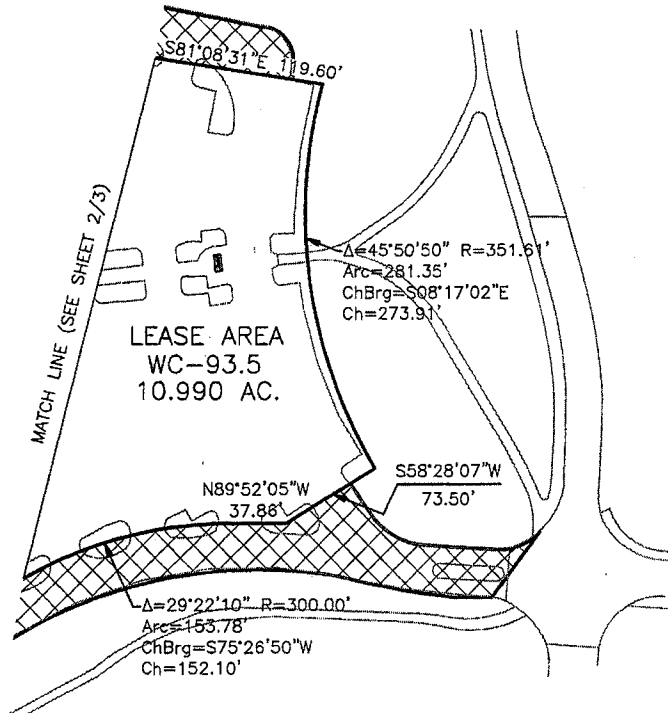
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'

3/3



H:\2012\0463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-18.DWG, plotted by MASTON, JOHN on 9/15/2012 12:21:48 PM last saved by MASTON, JOHN on 5/13/2012 9:30:35 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG



GRAPHIC SCALE (in feet)



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5300 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.8448
 emht.com

LEASE PARCEL WC-93.5 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

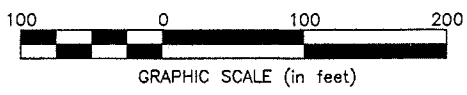
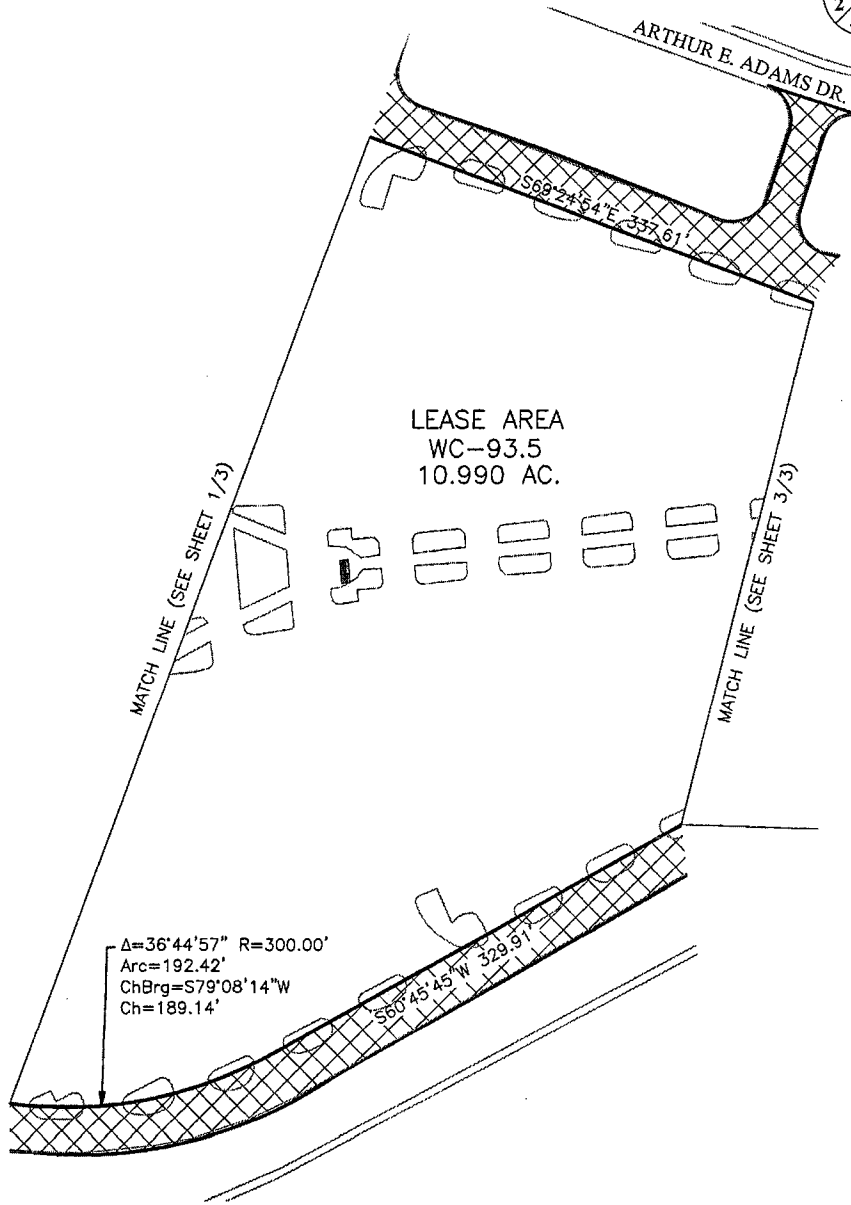
Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'

2/3

J:\2012\0463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-18.DWG plotted by MASTON, JOHN on 9/15/2012 12:20:39 PM last saved by MASTON on 5/13/2012 9:30:35 AM
 Xref: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG



**LEASE PARCEL WC-93.5
10.990 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 57° 46' 24" West, a distance of 7619.20 feet, to a point, the TRUE POINT OF BEGINNING;

with an arc of a curve to the right, having a central angle of 38° 05' 57", a radius of 1155.04 feet, an arc length of 768.05 feet, a chord bearing of North 04° 16' 48" West, a chord length of 753.98 feet, to a point;

South 83° 39' 42" East, a distance of 242.07 feet, to a point;

South 77° 27' 25" East, a distance of 162.95 feet, to a point;

South 69° 24' 54" East, a distance of 337.61 feet, to a point;

South 81° 08' 31" East, a distance of 119.60 feet, to a point;

with an arc of a curve to the left, having a central angle of 45° 50' 50", a radius of 351.61 feet, an arc length of 281.35 feet, a chord bearing of South 08° 17' 02" East, a chord length of 273.91 feet, to a point;

South 58° 28' 07" West, a distance of 73.50 feet, to a point;

North 89° 52' 05" West, a distance of 37.86 feet, to a point;

with an arc of a curve to the left, having a central angle of 29° 22' 10", a radius of 300.00 feet, an arc length of 153.78 feet, a chord bearing of South 75° 26' 50" West, a chord length of 152.10 feet, to a point;

South 60° 45' 45" West, a distance of 329.91 feet, to a point;

with an arc of a curve to the right, having a central angle of 36° 44' 57", a radius of 300.00 feet, an arc length of 192.42 feet, a chord bearing of South 79° 08' 14" West, a chord length of 189.14 feet, to a point

North 82° 29' 18" West, a distance of 50.95 feet, to point;

South 71° 45' 11" West, a distance of 47.60 feet, to the TRUE POINT OF BEGINNING, containing 10.990 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

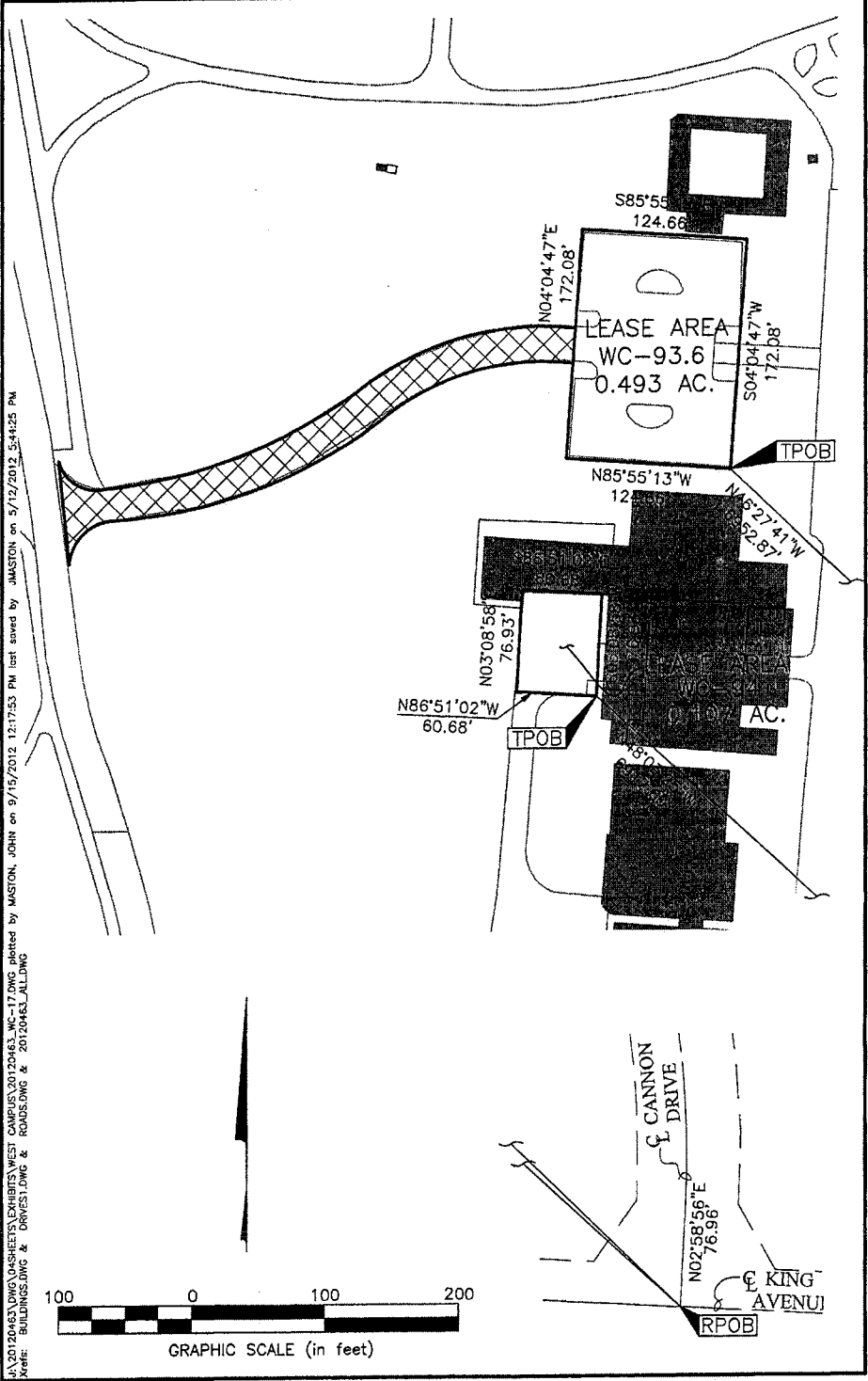
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43264
 Phone: 614.773.4500 Toll Free: 866.773.2648
 emht.com

LEASE PARCEL WC-93.6 & WC-94
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012 Job No. 2012-0463 Scale: 1" = 100'



SA 20120463.DWG (SHEETS) SURVEYS WEST CAMPUS 20120463.WC-93.6 & WC-94.DWG plotted by MASTON, JOHN on 5/15/2012 12:17:53 PM last saved by MASTON, JOHN on 5/12/2012 5:44:25 PM
 Date: 20120463.DWG & DRIVES.DWG & RD.DWG & 20120463.DWG

LEASE PARCEL WC-93.6
0.493 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $46^{\circ} 27' 41''$ West, a distance of 6952.87 feet, to a point, the TRUE POINT OF BEGINNING;

North $85^{\circ} 55' 13''$ West, a distance of 124.66 feet, to a point;

North $04^{\circ} 04' 47''$ East, a distance of 172.08 feet, to a point;

South $85^{\circ} 55' 13''$ East, a distance of 124.66 feet, to a point;

South $04^{\circ} 04' 47''$ West, a distance of 172.08 feet, to the TRUE POINT OF BEGINNING, containing 0.493 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL WC-94
0.107 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 48° 03' 25" West, a distance of 6912.60 feet, to a point, the TRUE POINT OF BEGINNING;

North 86° 51' 02" West, a distance of 60.68 feet, to a point;

North 03° 08' 58" East, a distance of 76.93 feet, to a point;

South 86° 51' 02" East, a distance of 60.68 feet, to a point;

South 03° 08' 58" West, a distance of 76.93 feet, to the TRUE POINT OF BEGINNING, containing 0.107 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Machwat, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43254
 Phone: 614.778.4200 Toll Free: 888.778.3448
 emht.com

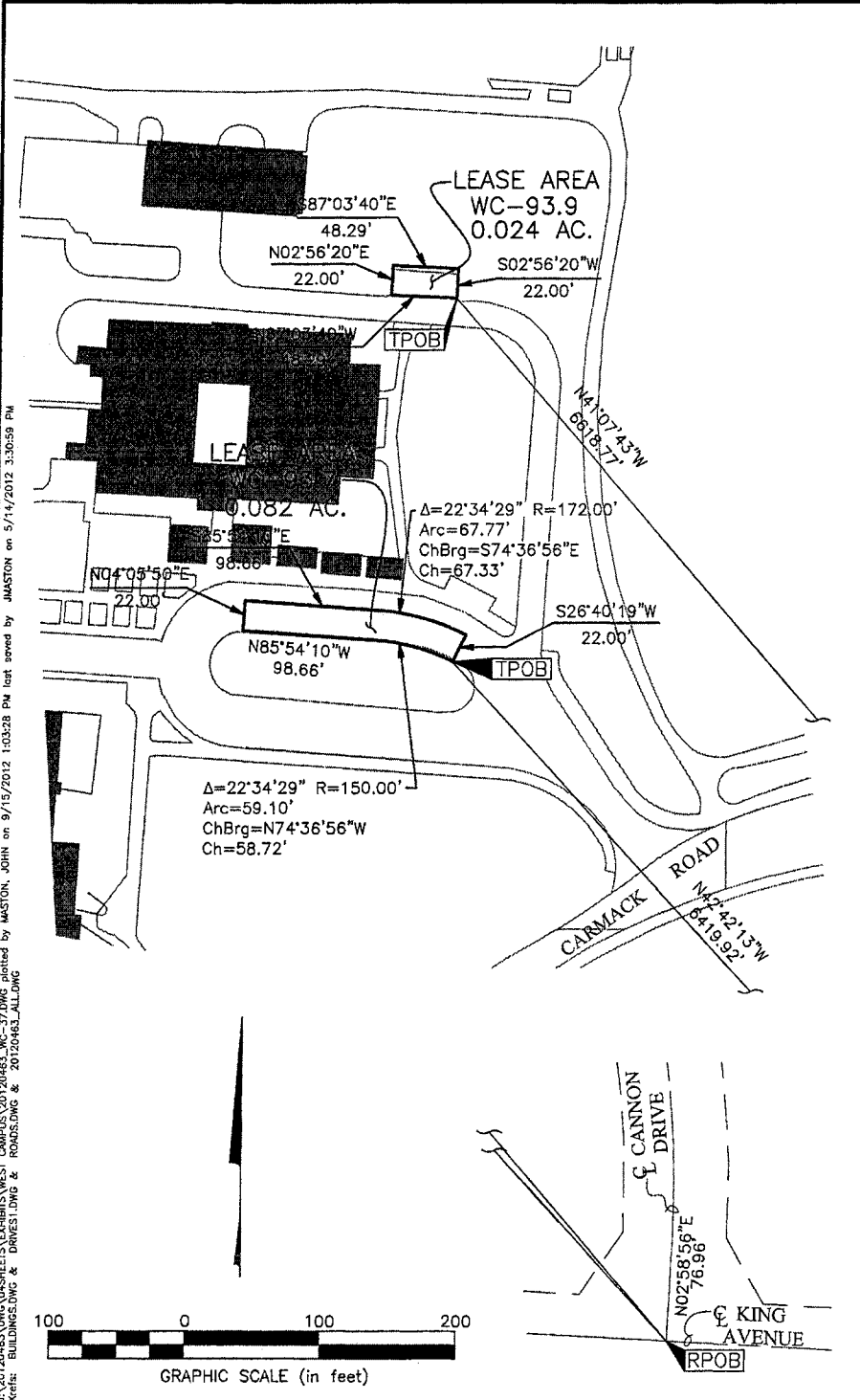
LEASE PARCEL WC-93.7 & WC-93.9 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



U:\2012\0463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-93.9.dwg plotted by MASTON, JOHN on 9/15/2012 1:03:28 PM last saved by MASTON, JOHN on 5/14/2012 3:30:59 PM
 Refs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL WC-93.7
0.082 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 42° 42' 13" West, a distance of 6419.92 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

With the arc of a curve to the left, having a central angle of 22° 34' 29", a radius of 150.00 feet, an arc length of 59.10 feet, having a chord bearing and distance of North 74° 36' 56" West, a distance of 58.72 feet to a point of tangency;

North 85° 54' 10" West, a distance of 98.66 feet to a point;

North 04° 05' 50" East, a distance of 22.00 feet to a point;

South 85° 54' 10" East, a distance of 98.66 feet to a point of curvature of a curve to the right;

With the arc of said curve, having a central angle of 22° 34' 29", a radius of 172.00 feet, an arc length of 67.77 feet, having a chord bearing and distance of South 74° 36' 56" East, 67.33 feet to a point;

South 26° 40' 19" West, distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.082 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

**LEASE PARCEL WC-93.9
0.024 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 41° 07' 43" West, a distance of 6618.77 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 87° 03' 40" West, a distance of 48.29 feet to a point;

North 02° 56' 20" East, a distance of 22.00 feet to a point;

South 87° 03' 40" East, a distance of 48.29 feet to a point;

South 02° 56' 20" West, distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.024 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hamblen & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5900 New Albany Road, Columbus, OH 43254
 Phone: 614.776.4000 Toll Free: 888.775.5146
 emht.com

LEASE PARCEL WC-93.7 THE OHIO STATE UNIVERSITY WEST CAMPUS

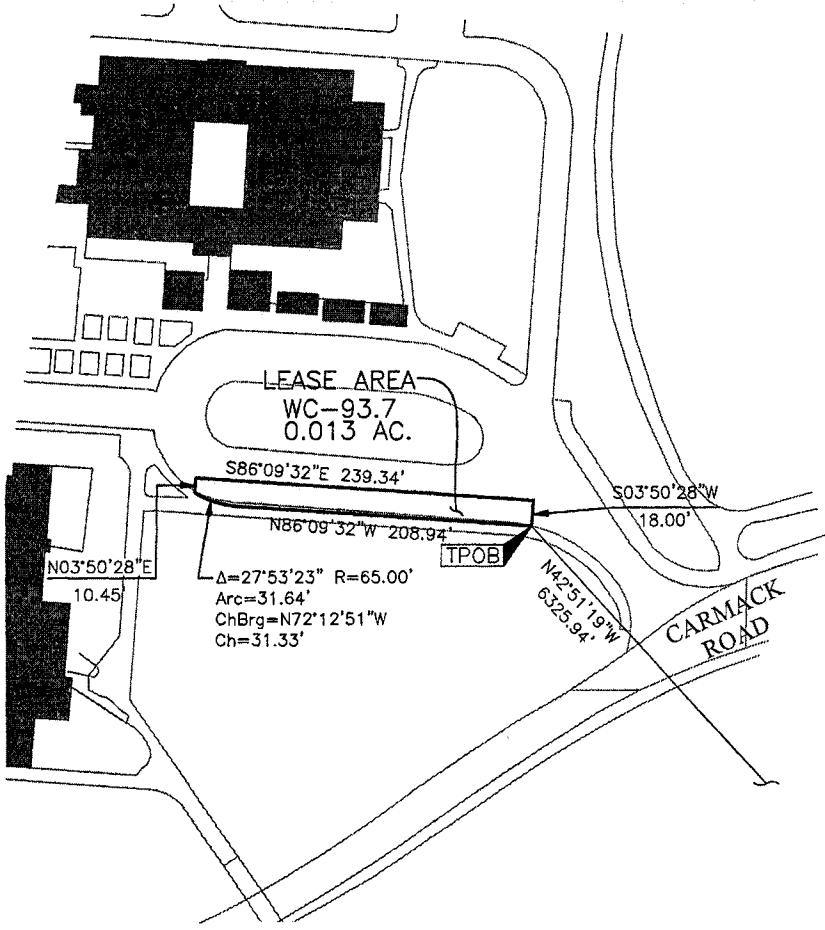
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

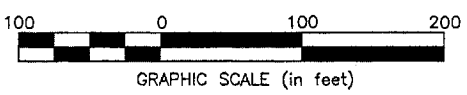
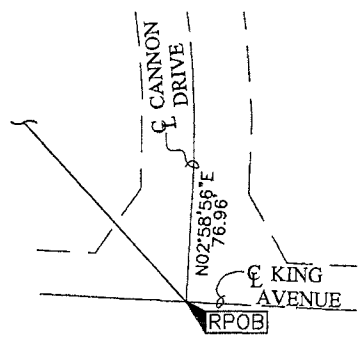
Job No. 2012-0463

Scale: 1" = 100'

U:\2012\0463\DWG\ASHEETS\EXHIBITS\WEST CAMPUS\2012\0463_WC-16.DWG plotted by MASTON, JOHN on 9/15/2012 12:18:08 PM last saved by MWANCHUK on 5/17/2012 2:15:41 PM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & 2012\0463_ALL.DWG



$\Delta = 27^{\circ}53'23''$ $R = 65.00'$
 $Arc = 31.64'$
 $ChBrg = N72^{\circ}12'51''W$
 $Ch = 31.33'$



**LEASE PARCEL WC-93.7
0.013 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $42^{\circ} 51' 19''$ West, a distance of 6325.94 feet, to a point, the TRUE POINT OF BEGINNING;

North $86^{\circ} 09' 32''$ West, a distance of 208.94 feet, to a point;

with an arc of a curve to the right, having a central angle of $27^{\circ} 53' 23''$, a radius of 65.00 feet, an arc length of 31.64 feet, a chord bearing of North $72^{\circ} 12' 51''$ West, a chord length of 31.33 feet, to a point;

North $03^{\circ} 50' 28''$ East, a distance of 10.45 feet, to a point;

South $86^{\circ} 09' 32''$ East, a distance of 239.34 feet, to a point;

South $03^{\circ} 50' 28''$ West, a distance of 18.00 feet, to the TRUE POINT OF BEGINNING, containing 0.013 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.275.4500 Fax: 614.275.3666
 emht.com

LEASE PARCEL WC-93.9 THE OHIO STATE UNIVERSITY WEST CAMPUS

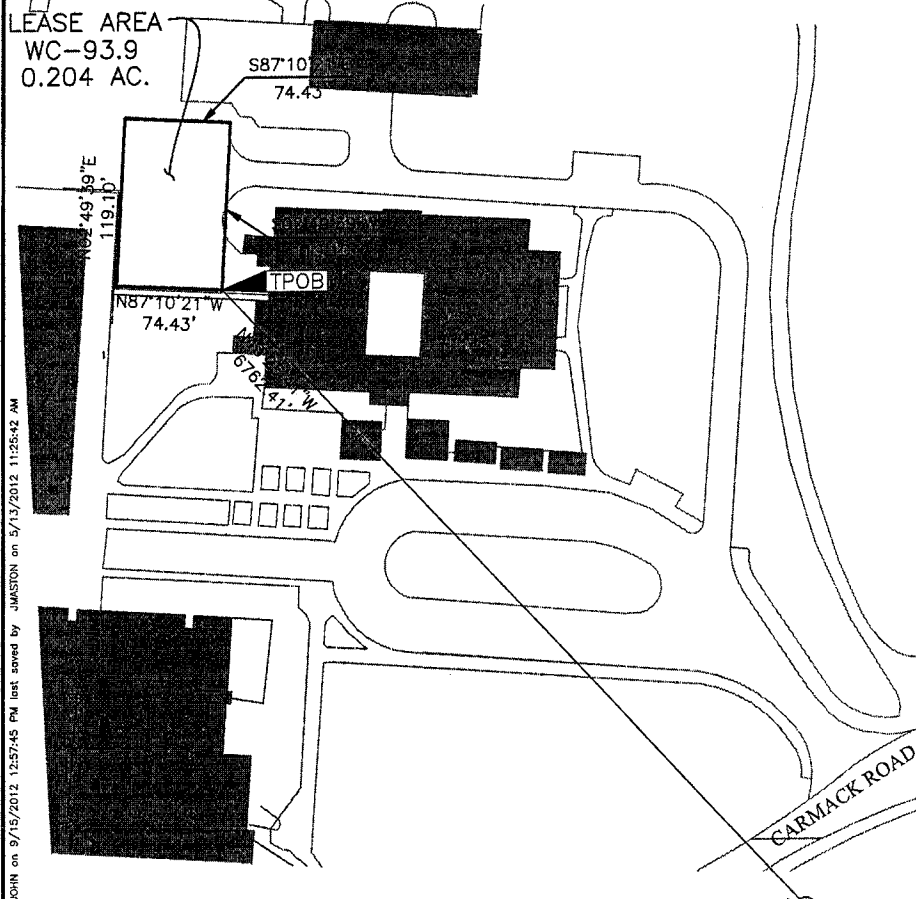
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

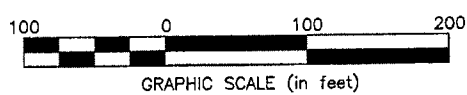
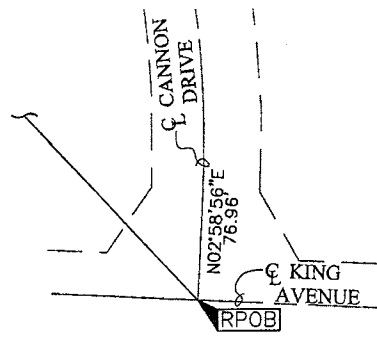
Job No. 2012-0463

Scale: 1" = 100'

LEASE AREA
 WC-93.9
 0.204 AC.



J:\2012\0463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-34.DWG plotted by MASTON, JOHN on 5/13/2012 11:26:42 AM
 Xrefs: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG



LEASE PARCEL WC-93.9
0.204 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 43° 25' 41" West, a distance of 6762.41 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 87° 10' 21" West, a distance of 74.43 feet to a point;

North 02° 49' 39" East, a distance of 119.10 feet to a point;

South 87° 10' 21" East, a distance of 74.43 feet to a point

South 02° 49' 39" West, a distance of 119.10 feet, to the TRUE POINT OF BEGINNING, containing 0.204 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



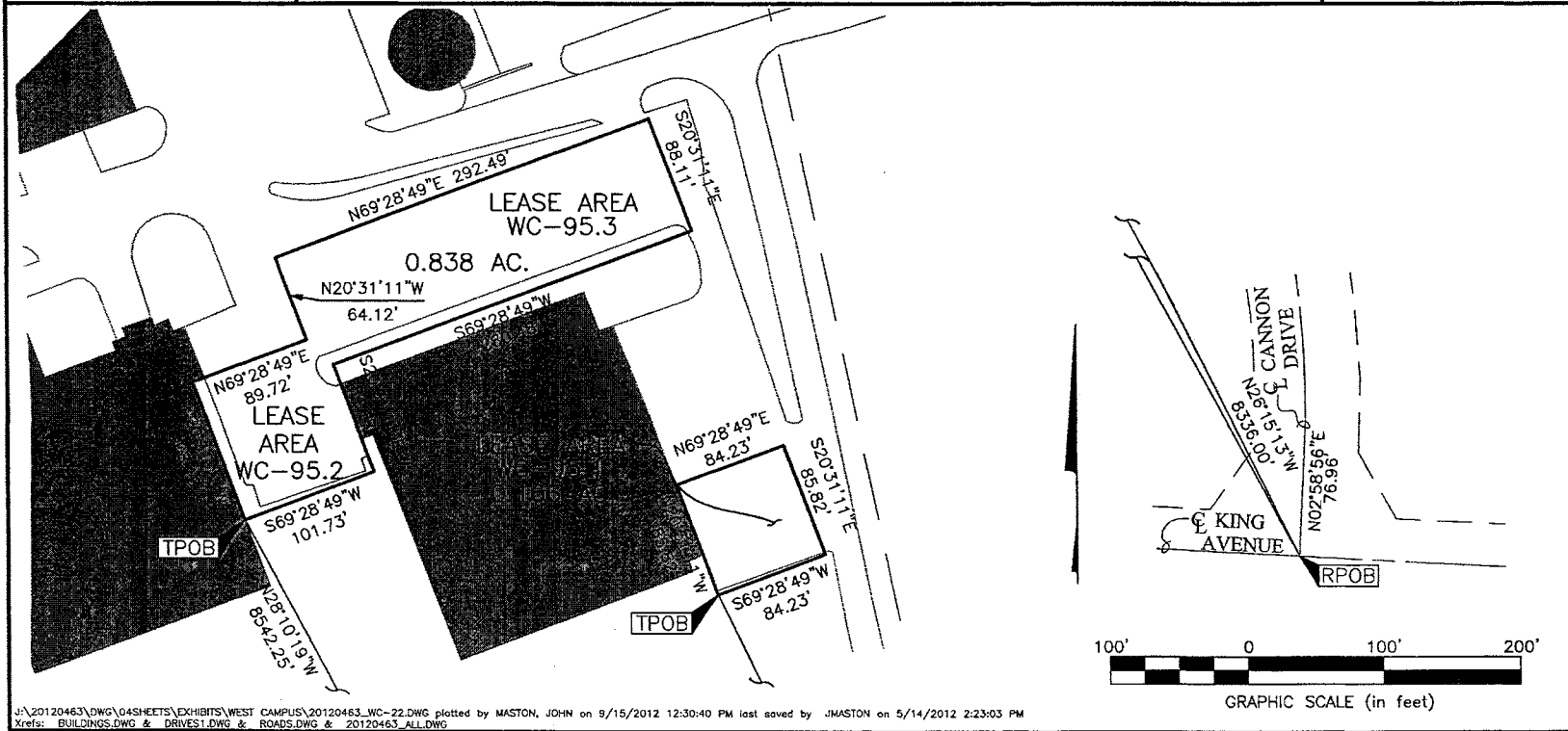
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-95.1, WC-95.2 & WC-95.3
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL WC-95.2 & WC-95.3
0.838 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 28° 10' 19" West, a distance of 8542.25 feet, to a point, the TRUE POINT OF BEGINNING;

North 20° 31' 11" West, a distance of 108.16 feet, to a point;

North 69° 28' 49" East, a distance of 89.72 feet, to a point;

North 20° 31' 11" West, a distance of 64.12 feet, to a point;

North 69° 28' 49" East, a distance of 292.49 feet, to a point;

South 20° 31' 11" East, a distance of 88.11 feet, to a point;

South 69° 28' 49" West, a distance of 280.48 feet, to a point;

South 20° 31' 11" East, a distance of 84.18 feet, to a point;

South 69° 28' 49" West, a distance of 101.73 feet, to the TRUE POINT OF BEGINNING, containing 0.838 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL WC-95.1
0.166 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 26° 15' 13" West, a distance of 8336.00 feet, to a point, the TRUE POINT OF BEGINNING;

North 20° 31' 11" West, a distance of 85.82 feet, to a point;

North 69° 28' 49" East, a distance of 84.23 feet, to a point;

South 20° 31' 11" East, a distance of 85.82 feet, to a point;

South 69° 28' 49" West, a distance of 84.23 feet, to the TRUE POINT OF BEGINNING, containing 0.166 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



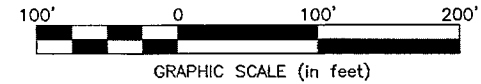
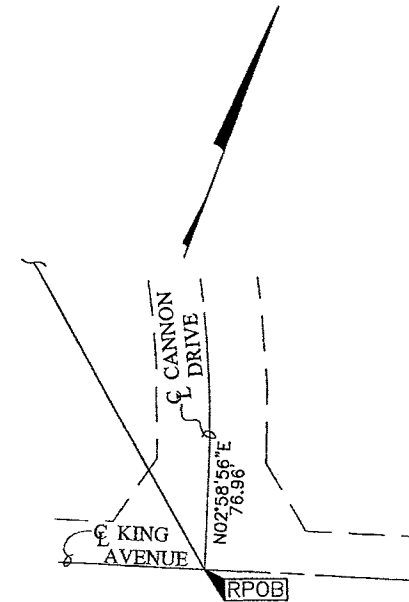
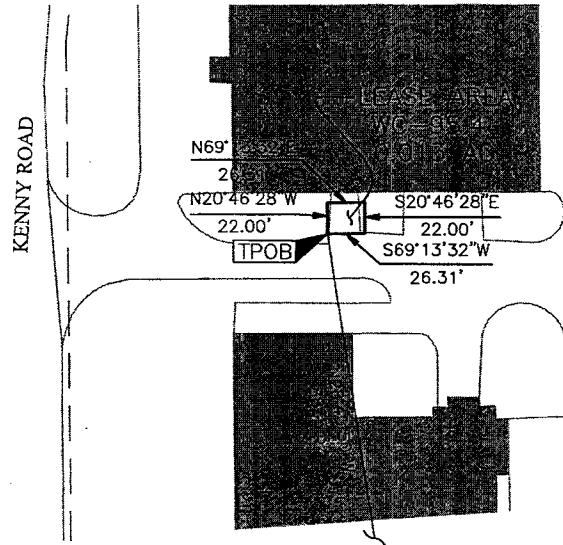
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-95.4
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-23.DWG plotted by MASTON, JOHN on 9/15/2012 12:32:26 PM last saved by JMASTON on 5/13/2012 9:53:17 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL WC-95.4
0.013 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 28° 40' 50" West, a distance of 8835.32 feet, to a point, the TRUE POINT OF BEGINNING;

North 20° 46' 28" West, a distance of 22.00 feet, to a point;

North 69° 13' 32" East, a distance of 26.31 feet, to a point;

South 20° 46' 28" East, a distance of 22.00 feet, to a point;

South 69° 13' 32" West, a distance of 26.31 feet, to the TRUE POINT OF BEGINNING, containing 0.013 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



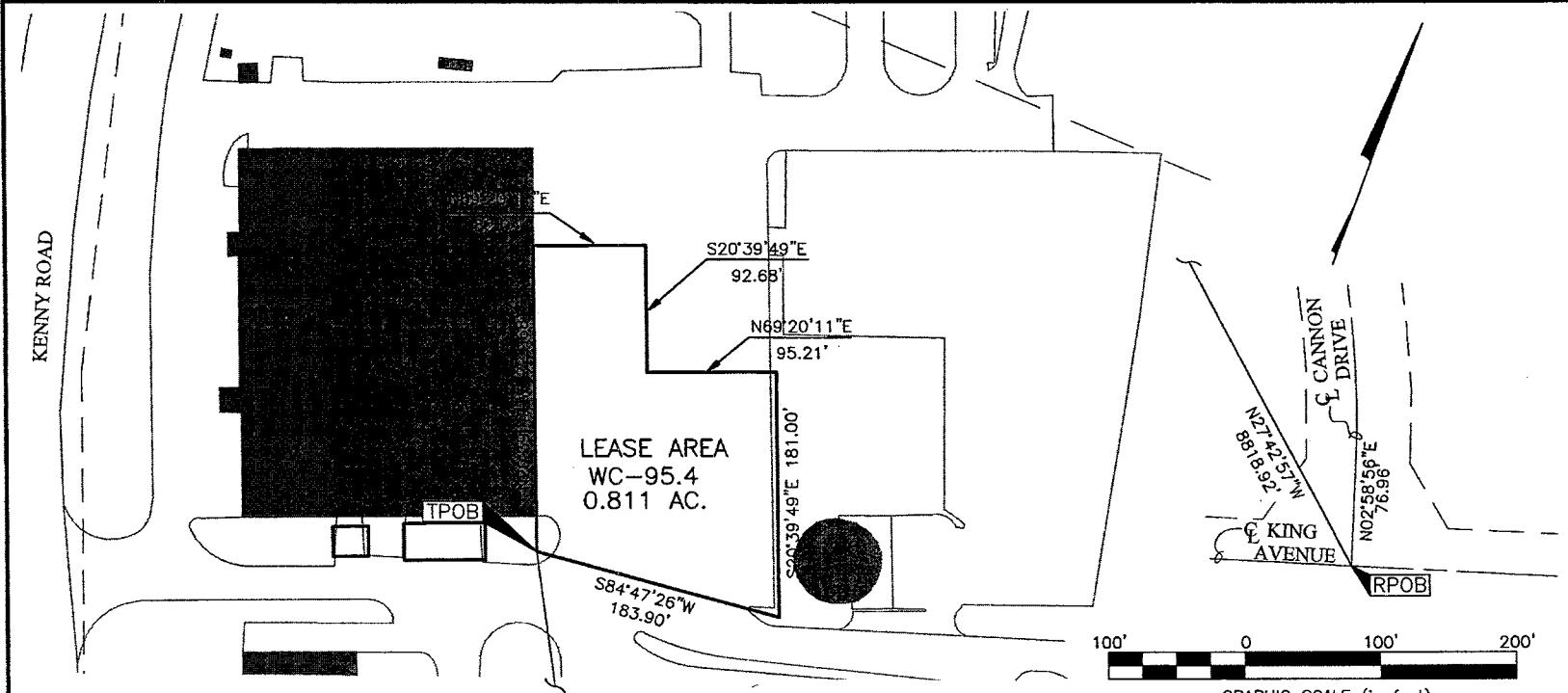
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

LEASE PARCEL WC-95.4
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-39.DWG plotted by MASTON, JOHN on 9/14/2012 12:19:46 PM last saved by JMASTON on 5/13/2012 11:47:18 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL WC-95.4
0.811 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 27° 42' 57" West, a distance of 8818.92 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 20° 39' 49" West, a distance of 224.68 feet to a point;

North 69° 20' 11" East, a distance of 82.04 feet to a point;

South 20° 39' 49" East, a distance of 92.68 feet to a point;

North 69° 20' 11" East, a distance of 95.21 feet to a point;

South 20° 39' 49" East, a distance of 181.00 feet to a point;

South 84° 47' 26" West, a distance of 183.90 feet, to the TRUE POINT OF BEGINNING, containing 0.811 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



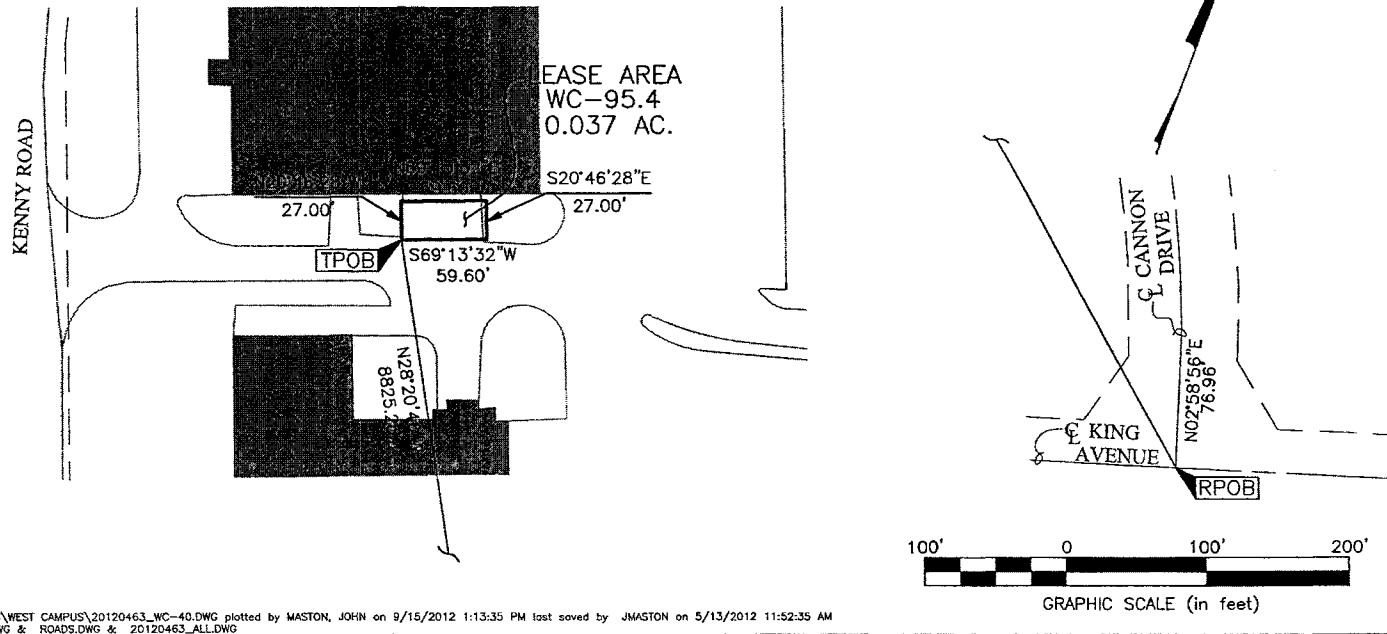
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-95.4
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL WC-95.4
0.037 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 28° 20' 46" West, a distance of 8825.25 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 20° 46' 28" West, a distance of 27.00 feet to a point;

North 69° 13' 32" East, a distance of 59.60 feet to a point;

South 20° 46' 28" East, a distance of 27.00 feet to a point;

South 69° 13' 32" West, a distance of 59.60 feet, to the TRUE POINT OF BEGINNING, containing 0.037 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



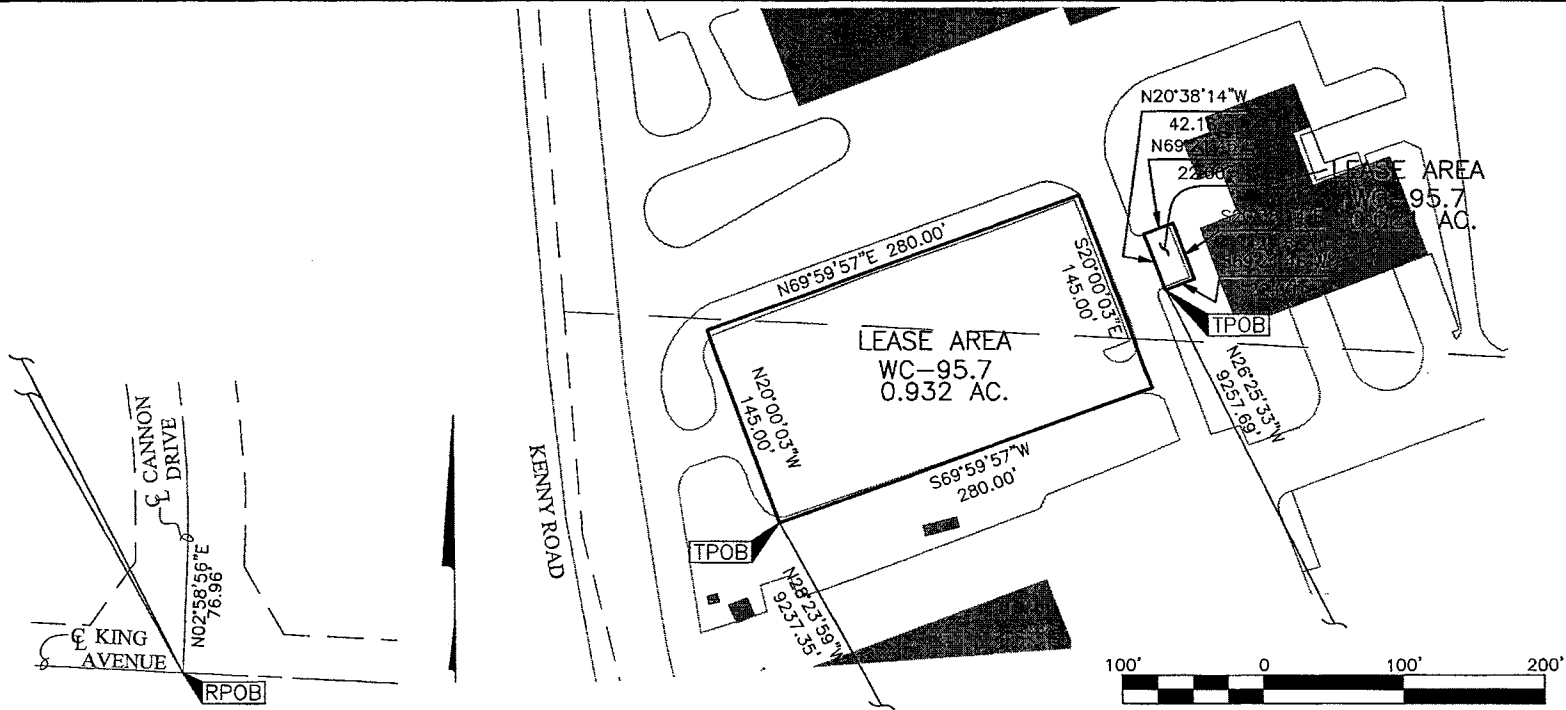
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-95.7
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-24.DWG plotted by NASTON, JOHN on 9/15/2012 12:34:07 PM last saved by JMASTON on 5/14/2012 2:59:41 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL WC-95.7
0.932 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 28° 23' 59" West, a distance of 9237.35 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 20° 00' 03" West, a distance of 145.00 feet to a point;

North 69° 59' 57" East, a distance of 280.00 feet to a point;

South 20° 00' 03" East, a distance of 145.00 feet to a point;

South 69° 59' 57" West, a distance of 280.00 feet, to the TRUE POINT OF BEGINNING, containing 0.932 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL WC-95.7
0.021 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 26° 25' 33" West, a distance of 9257.69 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 20° 38' 14" West, a distance of 42.18 feet to a point;

North 69° 21' 46" East, a distance of 22.00 feet to a point;

South 20° 38' 14" East, a distance of 42.18 feet to a point;

South 69° 21' 46" West, a distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.021 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



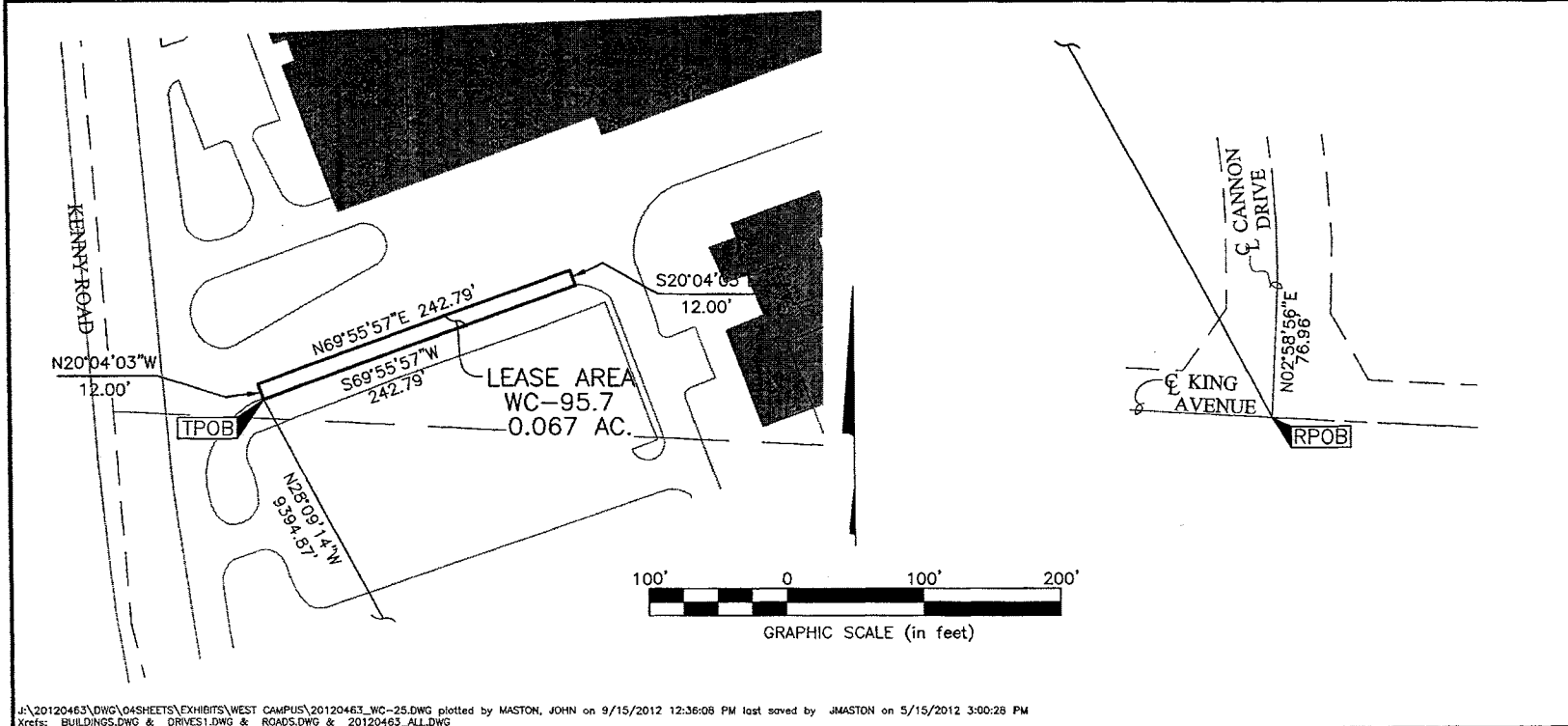
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3448
 emht.com

LEASE PARCEL WC-95.7
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-25.DWG plotted by MASTON, JOHN on 9/15/2012 12:36:08 PM last saved by JMASTON on 5/15/2012 3:00:28 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

**LEASE PARCEL WC-95.7
0.067 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $28^{\circ} 09' 14''$ West, a distance of 9394.87 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $20^{\circ} 04' 03''$ West, a distance of 12.00 feet to a point;

North $69^{\circ} 55' 57''$ East, a distance of 242.79 feet to a point;

South $20^{\circ} 04' 03''$ East, a distance of 12.00 feet to a point;

South $69^{\circ} 55' 57''$ West, a distance of 242.79 feet, to the TRUE POINT OF BEGINNING, containing 0.067 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



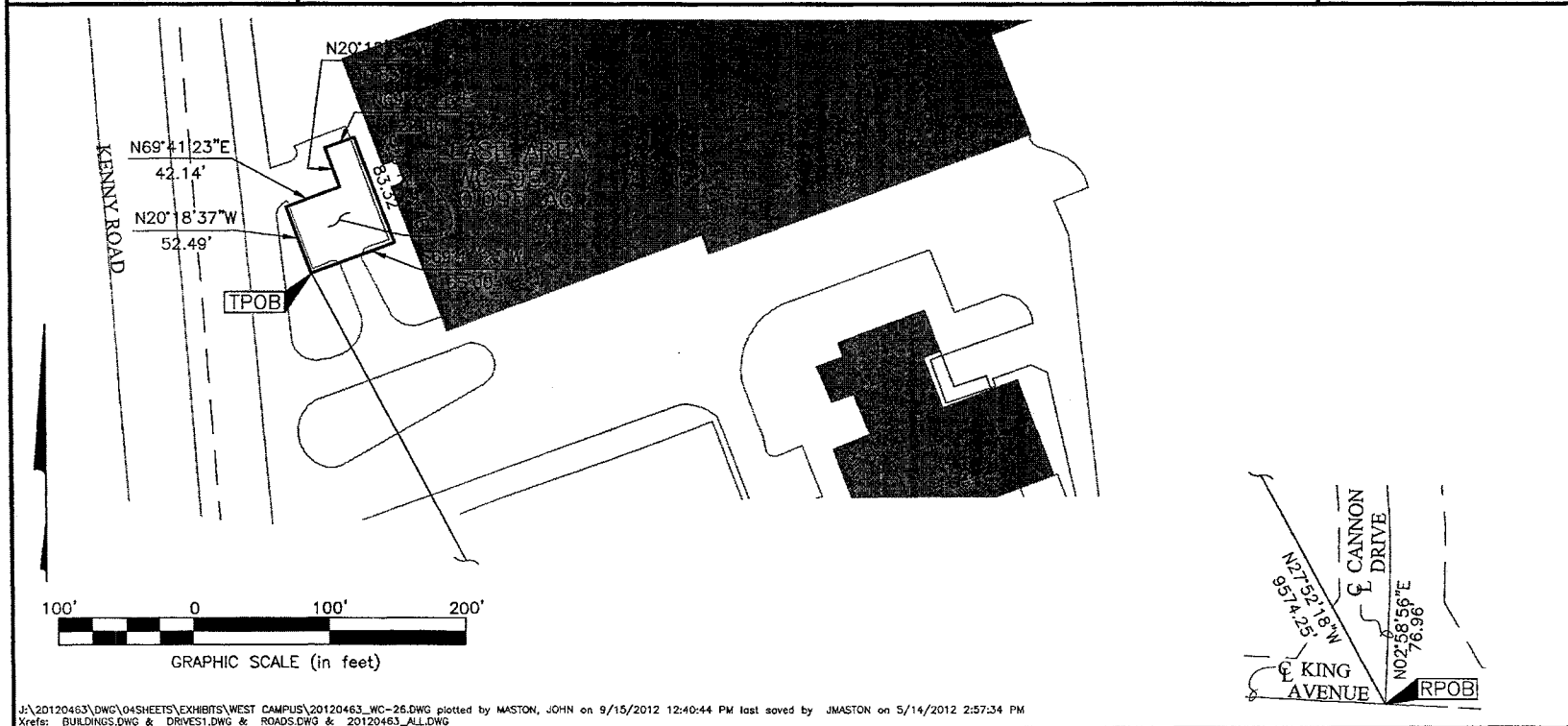
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL WC-95.7
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-26.DWG plotted by MASTON, JOHN on 9/15/2012 12:40:44 PM last saved by JMASTON on 5/14/2012 2:57:34 PM
Xref: BUILDINGS.DWG & DRIVES.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-95.7
0.095 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 27° 52' 18" West, a distance of 9574.25 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 20° 18' 37" West, a distance of 52.49 feet to a point;

North 69° 41' 23" East, a distance of 42.14 feet to a point;

North 20° 18' 37" West, a distance of 30.83 feet to a point;

North 69° 41' 23" East, a distance of 22.86 feet to a point;

South 20° 18' 37" East, a distance of 83.32 feet to a point

South 69° 41' 23" West, a distance of 65.00 feet, to the TRUE POINT OF BEGINNING, containing 0.095 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



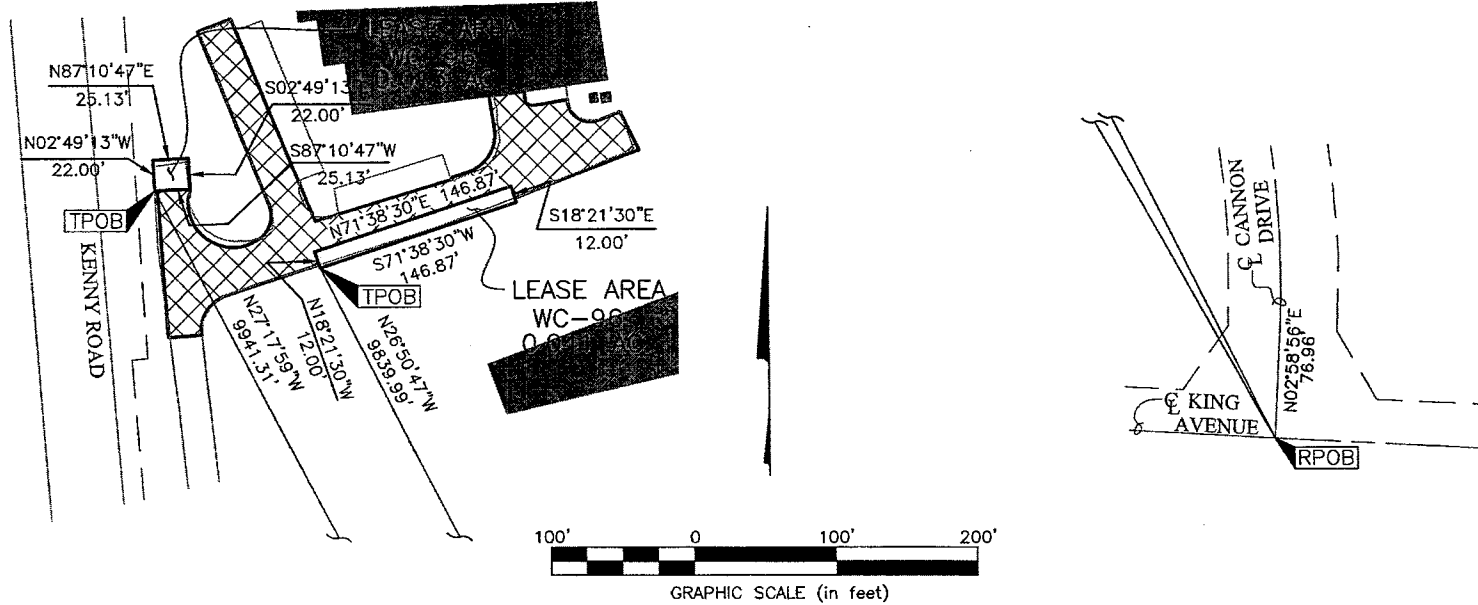
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-96
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



**LEASE PARCEL WC-96
0.041 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 26° 50' 47" West, a distance of 9839.99 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 18° 21' 30" West, a distance of 12.00 feet to a point;

North 71° 38' 30" East, a distance of 146.87 feet to a point;

South 18° 21' 30" East, a distance of 12.00 feet to a point;

South 71° 38' 30" West, a distance of 146.87 feet, to the TRUE POINT OF BEGINNING, containing 0.041 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

LEASE PARCEL WC-96
0.013 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $27^{\circ} 17' 59''$ West, a distance of 9941.31 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North $02^{\circ} 49' 13''$ West, a distance of 22.00 feet to a point;

North $87^{\circ} 10' 47''$ East, a distance of 25.13 feet to a point;

South $02^{\circ} 49' 13''$ East, a distance of 22.00 feet to a point;

South $87^{\circ} 10' 47''$ West, a distance of 25.13 feet, to the TRUE POINT OF BEGINNING, containing 0.013 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43204
 Phone: 614.775.4500 Toll Free: 888.775.8448
 emht.com

LEASE PARCEL WC-96 THE OHIO STATE UNIVERSITY WEST CAMPUS

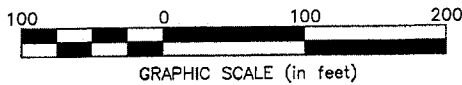
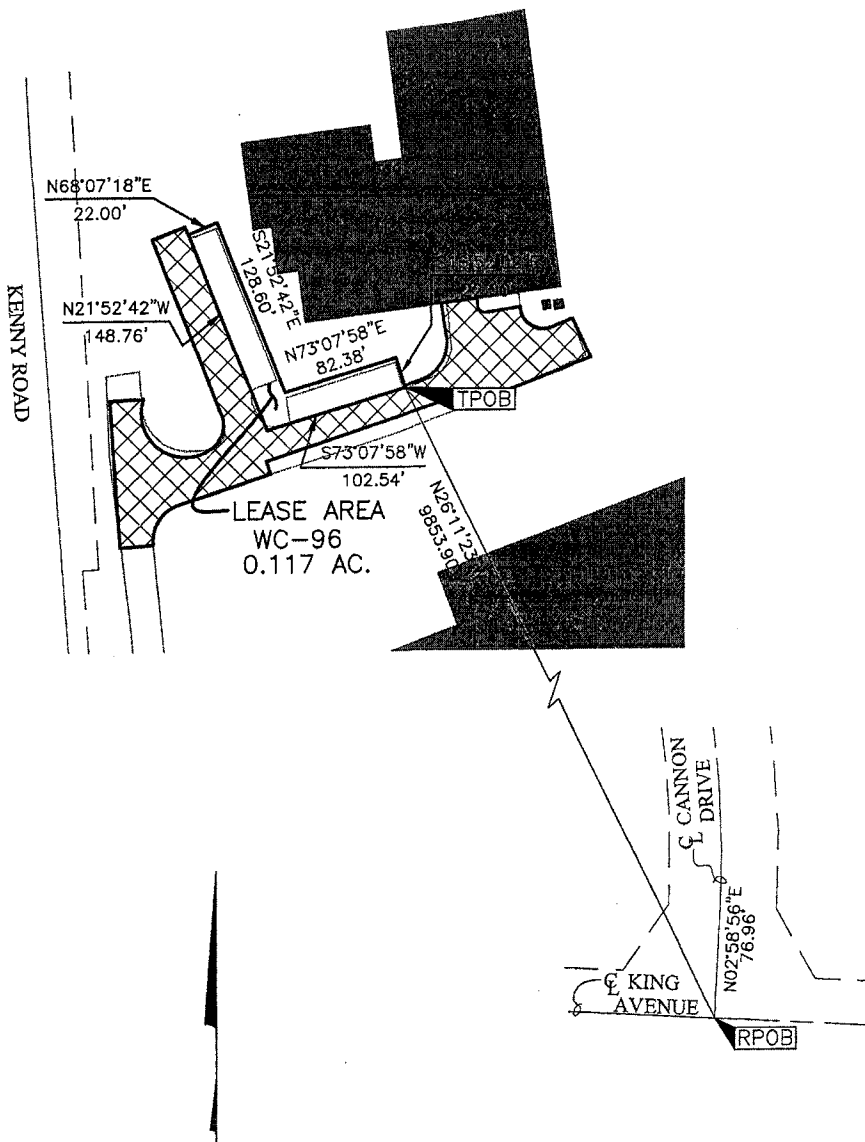
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'

J:\2012\0463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-28.DWG plotted by MASTON, JOHN on 9/15/2012 12:44:45 PM. Last saved by MASTON on 5/13/2012 10:42:45 AM
 \$ref: BUILDINGS.DWG & DRIVE.DWG & ROAD.DWG & 20120463_ALL.DWG



**LEASE PARCEL WC-96
0.117 ACRE**

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 26° 11' 23" West, a distance of 9853.90 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

South 73° 07' 58" West, a distance of 102.54 feet to a point;

North 21° 52' 42" West, a distance of 148.76 feet to a point;

North 68° 07' 18" East, a distance of 22.00 feet to a point;

South 21° 52' 42" East, a distance of 128.60 feet to a point;

North 73° 07' 58" East, a distance of 82.38 feet to a point;

South 16° 52' 02" East, a distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.117 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



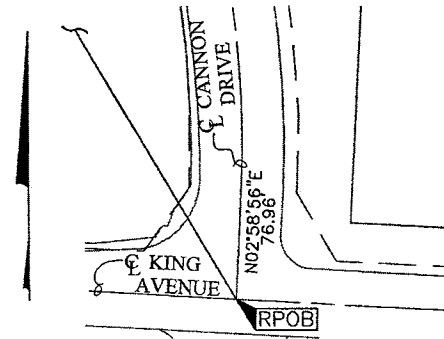
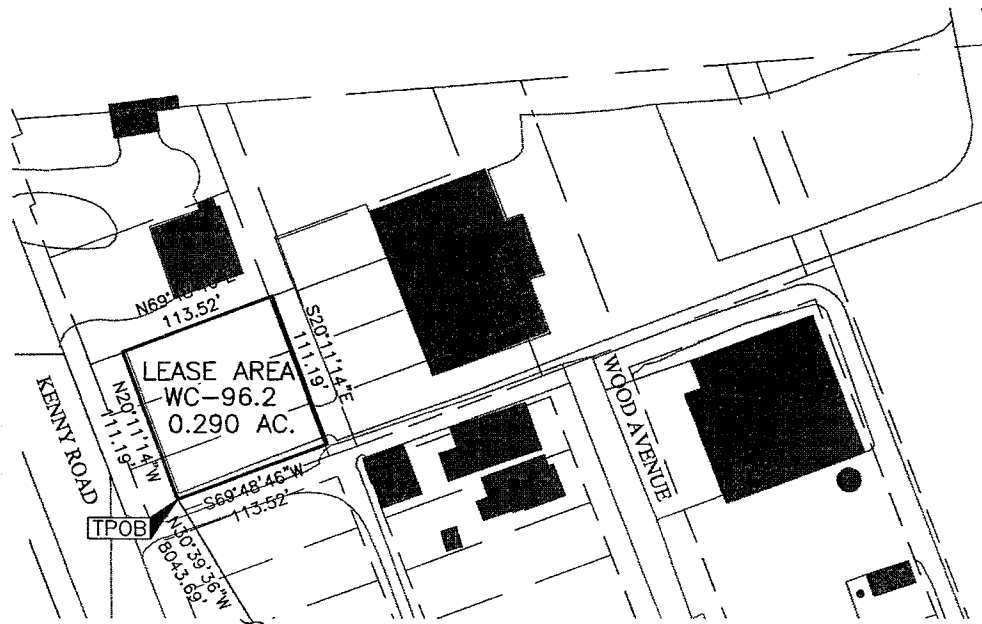
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-96.2
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



GRAPHIC SCALE (in feet)

J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-19.DWG plotted by MASTON, JOHN on 9/15/2012 12:23:44 PM last saved by JMASTON on 5/13/2012 9:32:19 AM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-96.2
0.290 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 30° 39' 36" West, a distance of 8043.69 feet, to a point, the TRUE POINT OF BEGINNING;

North 20° 11' 14" West, a distance of 111.19 feet, to a point;

North 69° 48' 46" East, a distance of 113.52 feet, to a point;

South 20° 11' 14" East, a distance of 111.19 feet, to a point;

South 69° 48' 46" West, a distance of 113.52 feet, to the TRUE POINT OF BEGINNING, containing 0.290 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



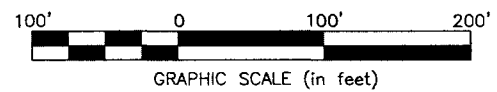
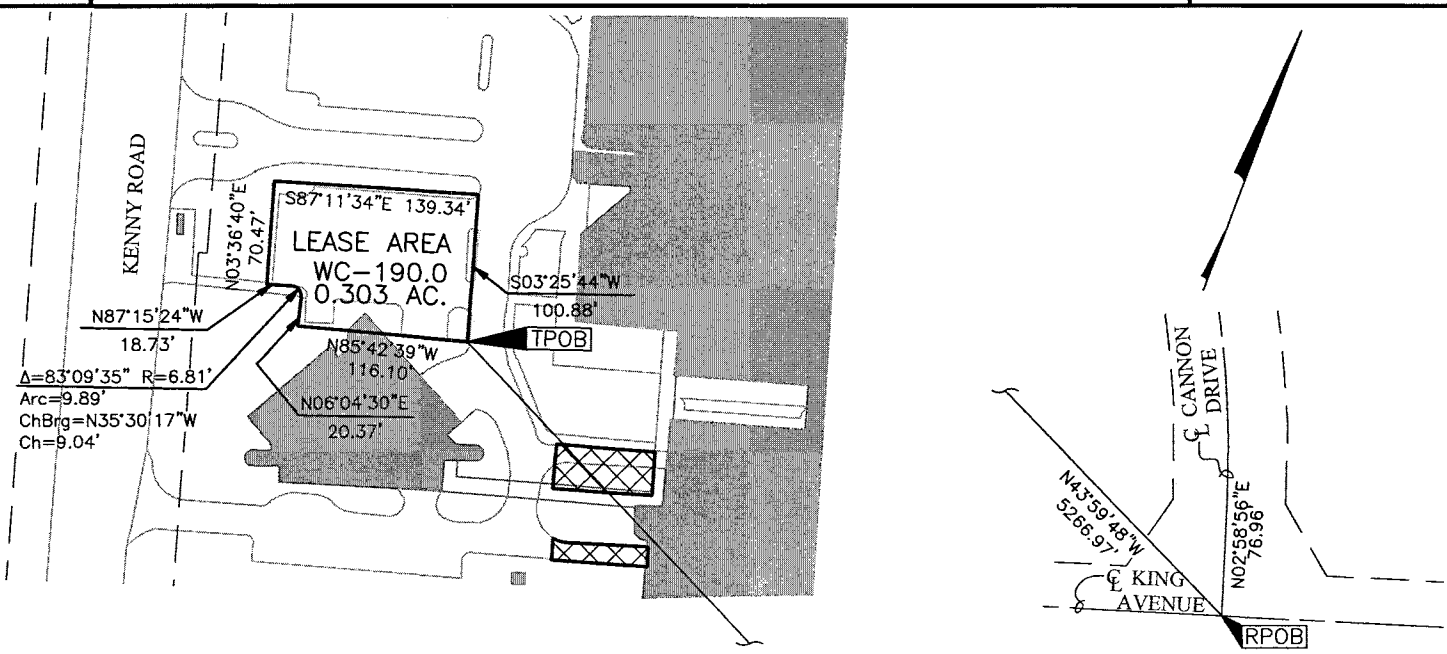
Evans, Mechtwari, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-190.0
THE OHIO STATE UNIVERSITY
WEST CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-41.DWG plotted by MASTON, JOHN on 9/17/2012 12:04:28 PM last saved by JMASON on 9/15/2012 1:16:00 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-190.0
0.303 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 43° 59' 48" West, a distance of 5266.97 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 85° 42' 39" West, a distance of 116.10 feet to a point;

North 06° 04' 30" East, a distance of 20.37 feet to a point of curvature of a curve to the left;

With the arc of said curve, having a central angle of 83° 09' 35", a radius of 6.81 feet, an arc length of 9.89 feet, having a chord bearing and distance of North 35° 30' 17" West, 9.04 feet to a point of tangency;

North 87° 15' 24" West, a distance of 18.73 feet to a point;

North 03° 36' 40" East, a distance of 70.47 feet to a point;

South 87° 11' 34" East, a distance of 139.34 feet to a point;

South 03° 25' 44" West, a distance of 100.88 feet, to the TRUE POINT OF BEGINNING, containing 0.303 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



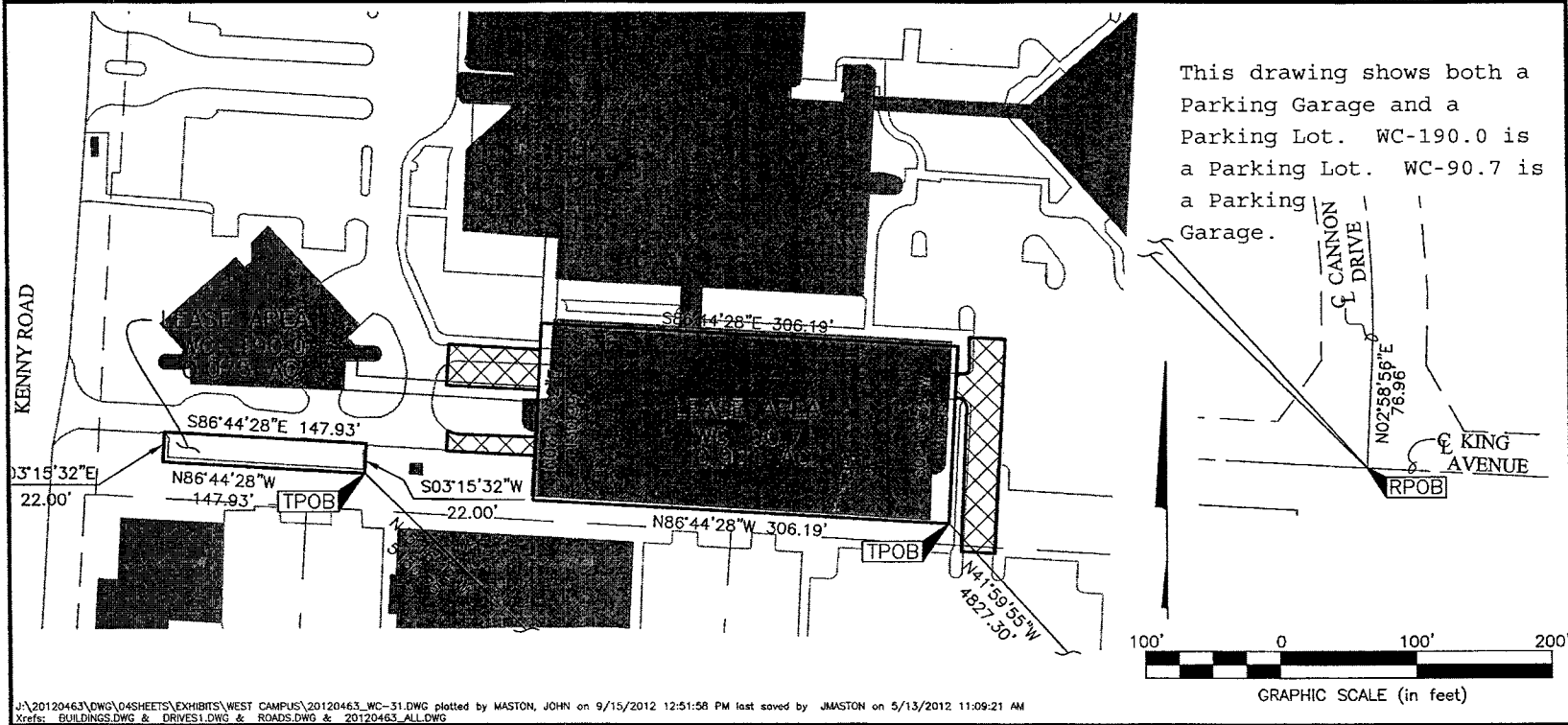
Evans, Mechwart, Hombleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-190.0 & WC-90.7
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



LEASE PARCEL WC-190.00
0.075 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 45° 16' 12" West, a distance of 5150.75 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 44' 28" West, a distance of 147.93 feet to a point;

North 03° 15' 32" East, a distance of 22.00 feet to a point;

South 86° 44' 28" East, a distance of 147.93 feet to a point;

South 03° 15' 32" West, a distance of 22.00 feet, to the TRUE POINT OF BEGINNING, containing 0.075 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

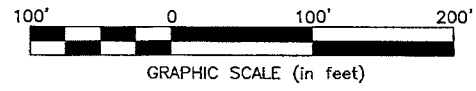
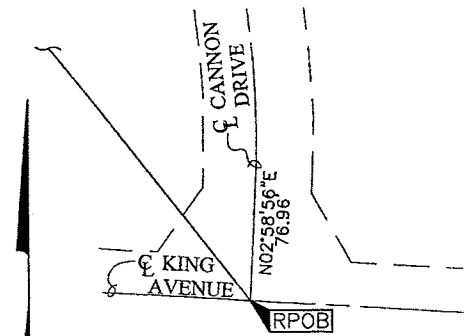
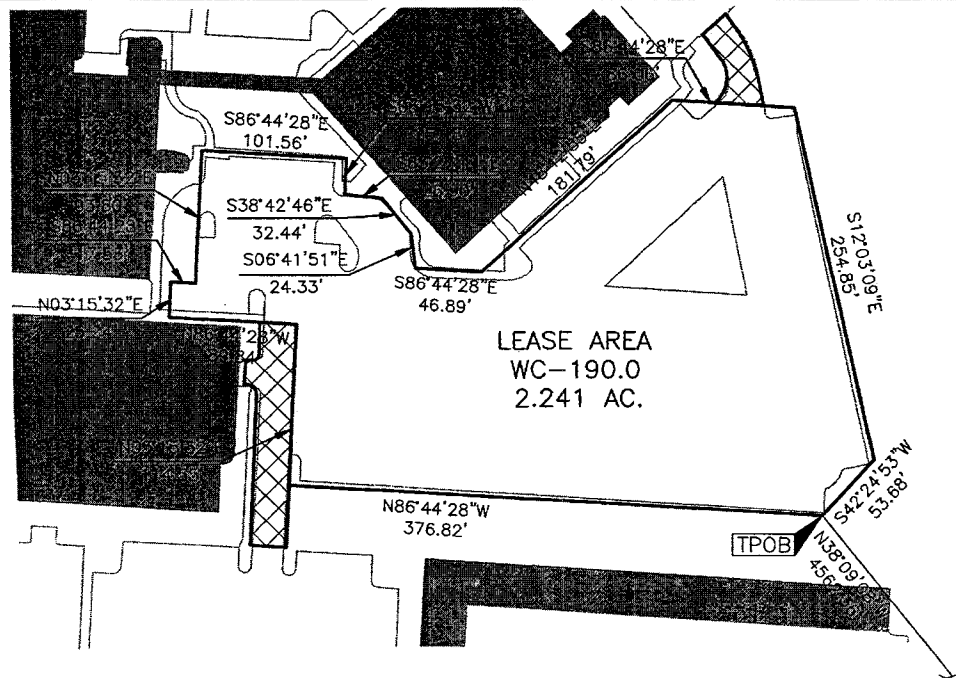
EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

LEASE PARCEL WC-190.0
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	April 20, 2012
Scale:	1" = 100'
Job No.	2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-05.DWG plotted by MASTON, JOHN on 9/15/2012 11:50:23 AM last saved by JMASTON on 5/15/2012 3:43:59 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-190.0
2.241 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 38° 09' 08" West, a distance of 4562.36 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 86° 44' 28" West, a distance of 376.82 feet, to a point;

North 03° 15' 32" East, a distance of 114.55 feet, to a point;

North 86° 44' 28" West, a distance of 89.84 feet, to a point;

North 03° 15' 32" East, a distance of 25.24 feet, to a point;

South 86° 44' 28" East, a distance of 17.53 feet, to a point;

North 03° 15' 32" East, a distance of 93.80 feet, to a point;

South 86° 44' 28" East, a distance of 101.56 feet, to a point;

South 03° 15' 32" West, a distance of 25.18 feet, to a point;

South 83° 27' 41" East, a distance of 26.90 feet, to a point;

South 38° 42' 46" East, a distance of 32.44 feet, to a point;

South 06° 41' 51" East, a distance of 24.33 feet, to a point;

South 86° 44' 28" East, a distance of 46.89 feet, to a point;

North 48° 12' 55" East, a distance of 181.79 feet, to a point;

South 86° 44' 28" East, a distance of 86.06 feet, to a point;

South 12° 03' 09" East, a distance of 254.85 feet, to a point;

South 42° 24' 53" West, a distance of 53.68 feet, to the TRUE POINT OF BEGINNING, containing 2.241 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



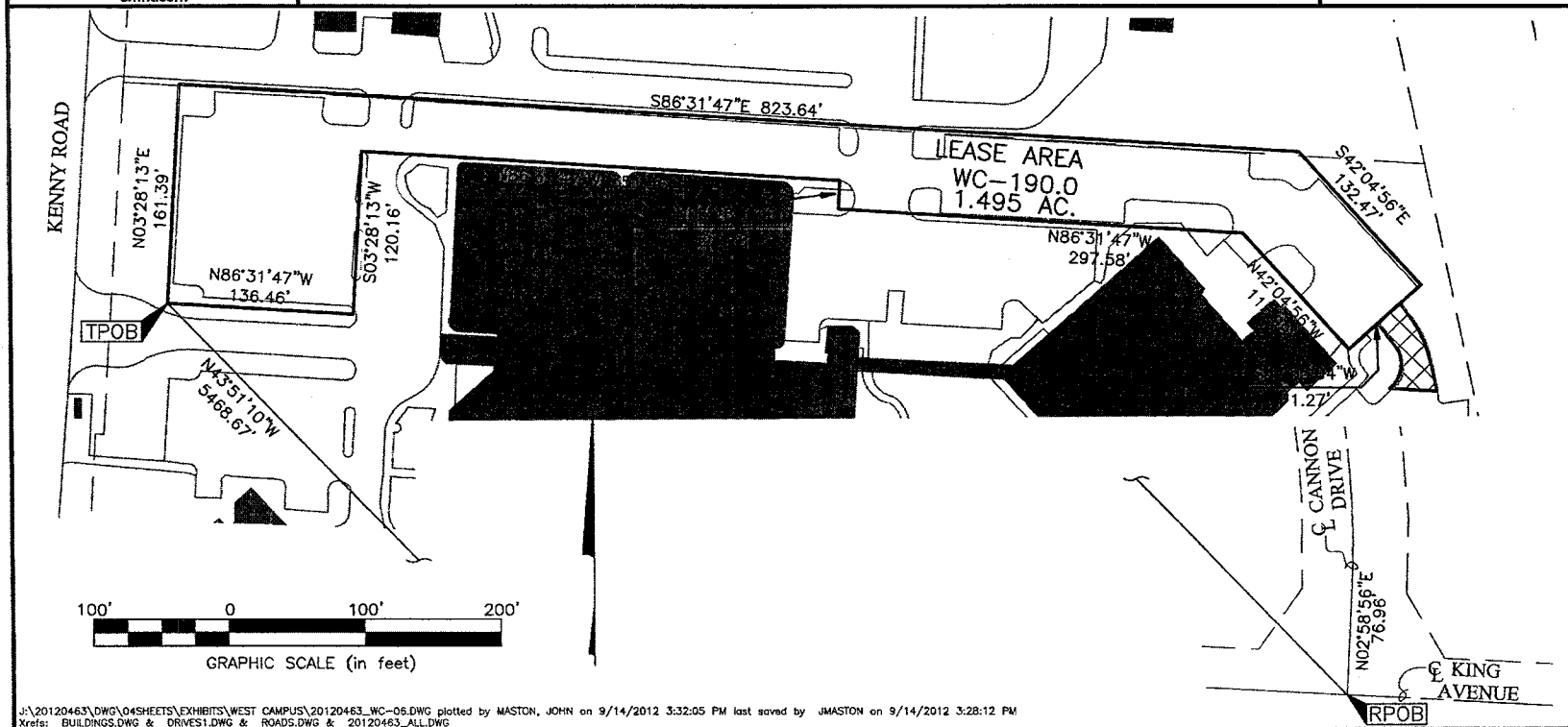
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

LEASE PARCEL WC-190.0
THE OHIO STATE UNIVERSITY
WEST CAMPUS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Scale: 1" = 100'

Job No. 2012-0463



J:\20120463\DWG\04SHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-08.DWG plotted by MASTON, JOHN on 9/14/2012 3:32:05 PM last saved by JMASTON on 9/14/2012 3:28:12 PM
Refs: BUILDINGS.DWG & DRIVEST.DWG & ROADS.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-190.0
1.495 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 43° 51' 10" West, a distance of 5468.67 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 03° 28' 13" East, a distance of 161.39 feet, to a point;

South 86° 31' 47" East, a distance of 823.64 feet, to a point;

South 42° 04' 56" East, a distance of 132.47 feet, to a point;

South 47° 55' 04" West, a distance of 71.27 feet, to a point;

North 42° 04' 56" West, a distance of 115.99 feet, to a point;

North 86° 31' 47" West, a distance of 297.58 feet, to a point;

North 03° 28' 13" East, a distance of 21.18 feet, to a point;

North 86° 31' 47" West, a distance of 351.46 feet, to a point;

South 03° 28' 13" West, a distance of 120.16 feet, to a point;

North 86° 31' 47" West, a distance of 136.46 feet, to the TRUE POINT OF BEGINNING, containing 1.495 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwert, Hamblen & Tibbo, Inc.
 Engineers - Surveyors - Planners - Scientists
 5900 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4500 Toll Free: 888.773.2648
 emht.com

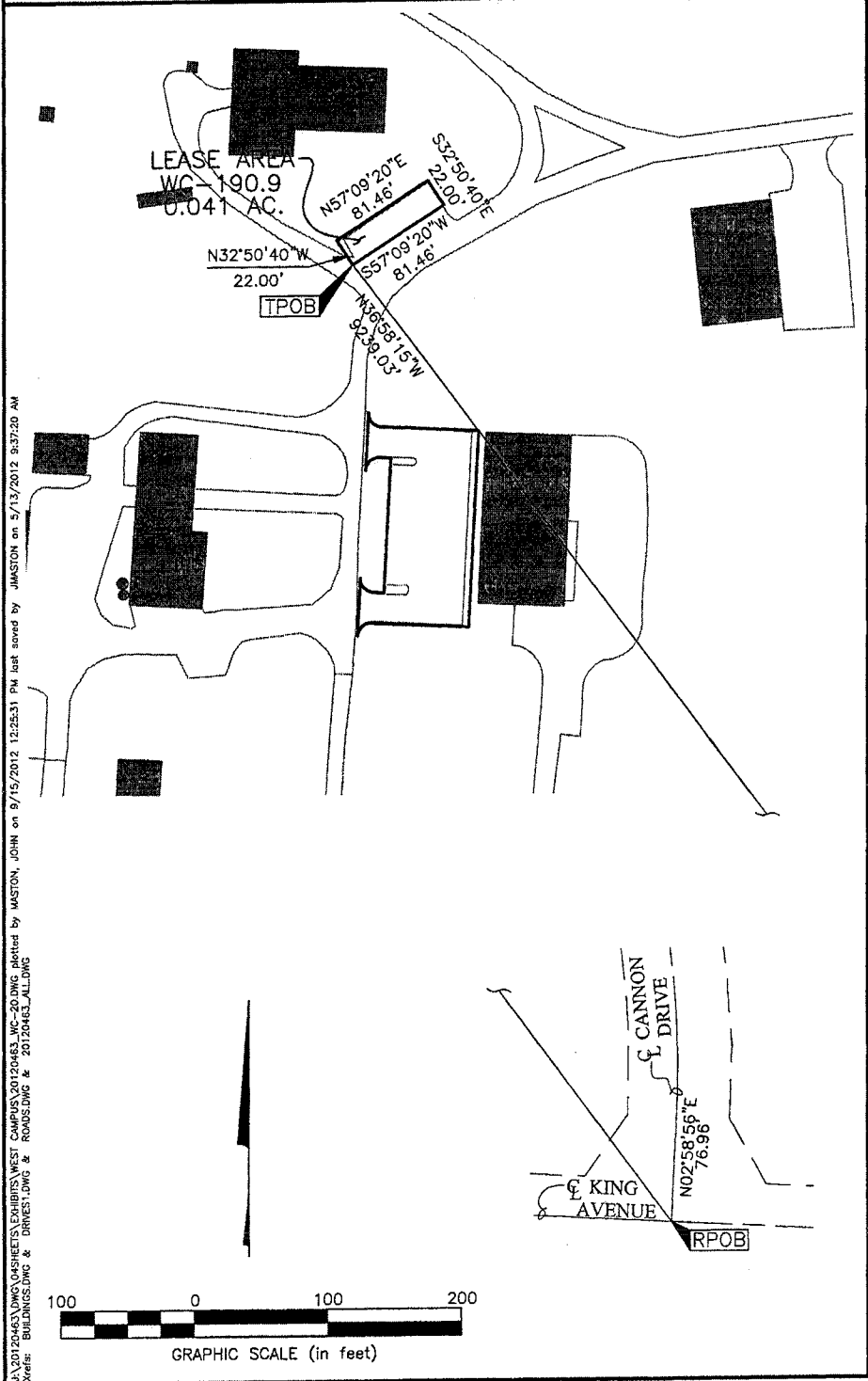
LEASE PARCEL WC-190.9 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



J:\20120463\DWG\ASHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-20.DWG plotted by MASTON, JOHN on 9/15/2012 12:25:31 PM last saved by MASTON, JOHN on 5/13/2012 9:37:20 AM
 Xref: BILLINGS.DWG & DRIVES.DWG & ROAD.DWG & 20120463_ALL.DWG

LEASE PARCEL WC-190.9
0.041 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North $02^{\circ} 58' 56''$ East, 76.96 feet);

Thence North $36^{\circ} 58' 15''$ West, a distance of 9239.03 feet, to a point, the TRUE POINT OF BEGINNING;

North $32^{\circ} 50' 40''$ West, a distance of 22.00 feet, to a point;

North $57^{\circ} 09' 20''$ East, a distance of 81.46 feet, to a point;

South $32^{\circ} 50' 40''$ East, a distance of 22.00 feet, to a point;

South $57^{\circ} 09' 20''$ West, a distance of 81.46 feet, to the TRUE POINT OF BEGINNING, containing 0.041 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North $02^{\circ} 58' 56''$ East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hornblon & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5800 New Albany Road, Columbus, OH 43254
 Phone: 414-776-4500 Fax: 614-776-3648
 emht.com

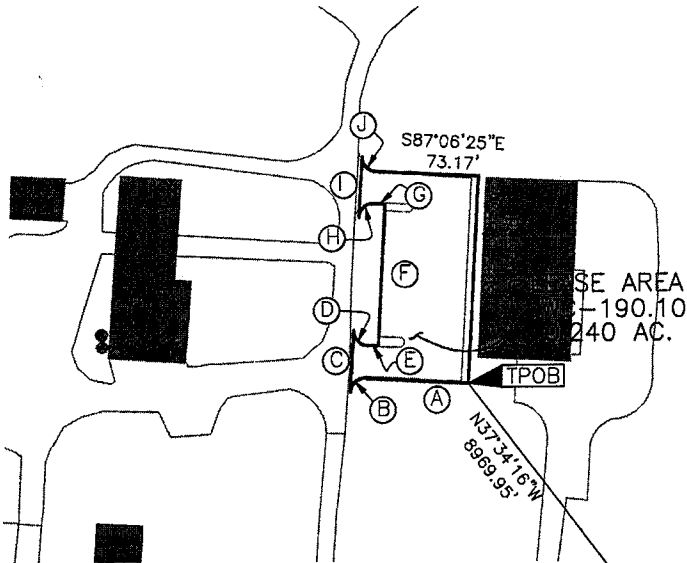
LEASE PARCEL WC-190.10 THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

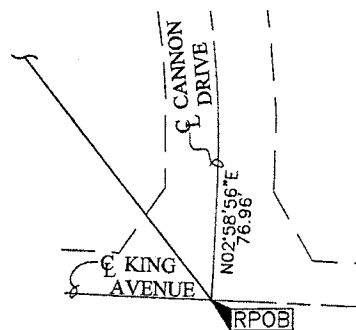
Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



- (A) N87°06'25"W
73.17'
- (B) Δ=90°00'00" R=10.00'
Arc=15.71'
ChBrg=S47°53'35"W
Ch=14.14'
- (C) N02°53'35"E
43.15'
- (D) Δ=90°00'00" R=10.00'
Arc=15.71'
ChBrg=S42°06'25"E
Ch=14.14'
- (E) S87°06'25"E
8.26'
- (F) N02°53'35"E
100.33'
- (G) N87°06'25"W
8.26'
- (H) Δ=90°00'00" R=10.00'
Arc=15.71'
ChBrg=S47°53'35"W
Ch=14.14'
- (I) N02°53'35"E
43.10'
- (J) Δ=90°00'00" R=10.00'
Arc=15.71'
ChBrg=S42°06'25"E
Ch=14.14'



GRAPHIC SCALE (in feet)

I:\2012\0463\DWG\ASSETS\EXHIBITS\WEST CAMPUS\2012\0463_WC-190.10.dwg created by MASTON, JOHN on 9/14/2012 12:59:54 PM last saved by MASTON, JOHN on 9/14/2012 12:28:44 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 2012\0463_ALL.DWG

LEASE PARCEL WC-190.9
0.240 ACRE

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of The Ohio State University, and being described as follows:

Beginning, for reference, at the centerline intersection of Cannon Drive with King Avenue (reference the P.C. of a curve on the centerline of Cannon Drive North 02° 58' 56" East, 76.96 feet);

Thence North 37° 34' 16" West, a distance of 8969.95 feet, to a point, the TRUE POINT OF BEGINNING;

Thence across said Ohio State University Lands, the following courses and distances:

North 87° 06' 25" West, a distance of 73.17 feet to a point of curvature;

with the arc of a curve to the left, having a central angle of 90° 00' 00", a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of South 47° 53' 35" West and chord distance of 14.14 feet to a point;

North 02° 53' 35" East, a distance of 43.15 feet to a point on a curve;

with the arc of a curve to the left, having a central angle of 90° 00' 00", a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of South 42° 06' 25" East and chord distance of 14.14 feet to a point;

South 87° 06' 25" East, a distance of 8.26 feet to a point;

North 02° 53' 35" East, a distance of 100.33 feet to a point;

North 87° 06' 25" West, a distance of 8.26 feet to a point of curvature;

with the arc of a curve to the left, having a central angle of 90° 00' 00", a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of South 47° 53' 35" West and chord distance of 14.14 feet to a point;

North 02° 53' 35" East, a distance of 43.10 feet to a point on a curve;

with the arc of a curve to the left, having a central angle of 90° 00' 00", a radius of 10.00 feet, an arc length of 15.71 feet, a chord bearing of South 42° 06' 25" East and chord distance of 14.14 feet to a point;

South 87° 06' 25" East, a distance of 73.17 feet to a point;

South 02° 53' 35" West, a distance of 146.58 feet to the TRUE POINT OF BEGINNING, containing 0.240 acre, more or less.

The bearings are based on the centerline of a portion of Cannon Drive having a bearing of North 02° 58' 56" East.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

SCHEDULE 3

PARKING GARAGES, PARKING LOTS AND PARKING SYSTEM ASSETS

PART III

Legend to Part III of Schedule 3

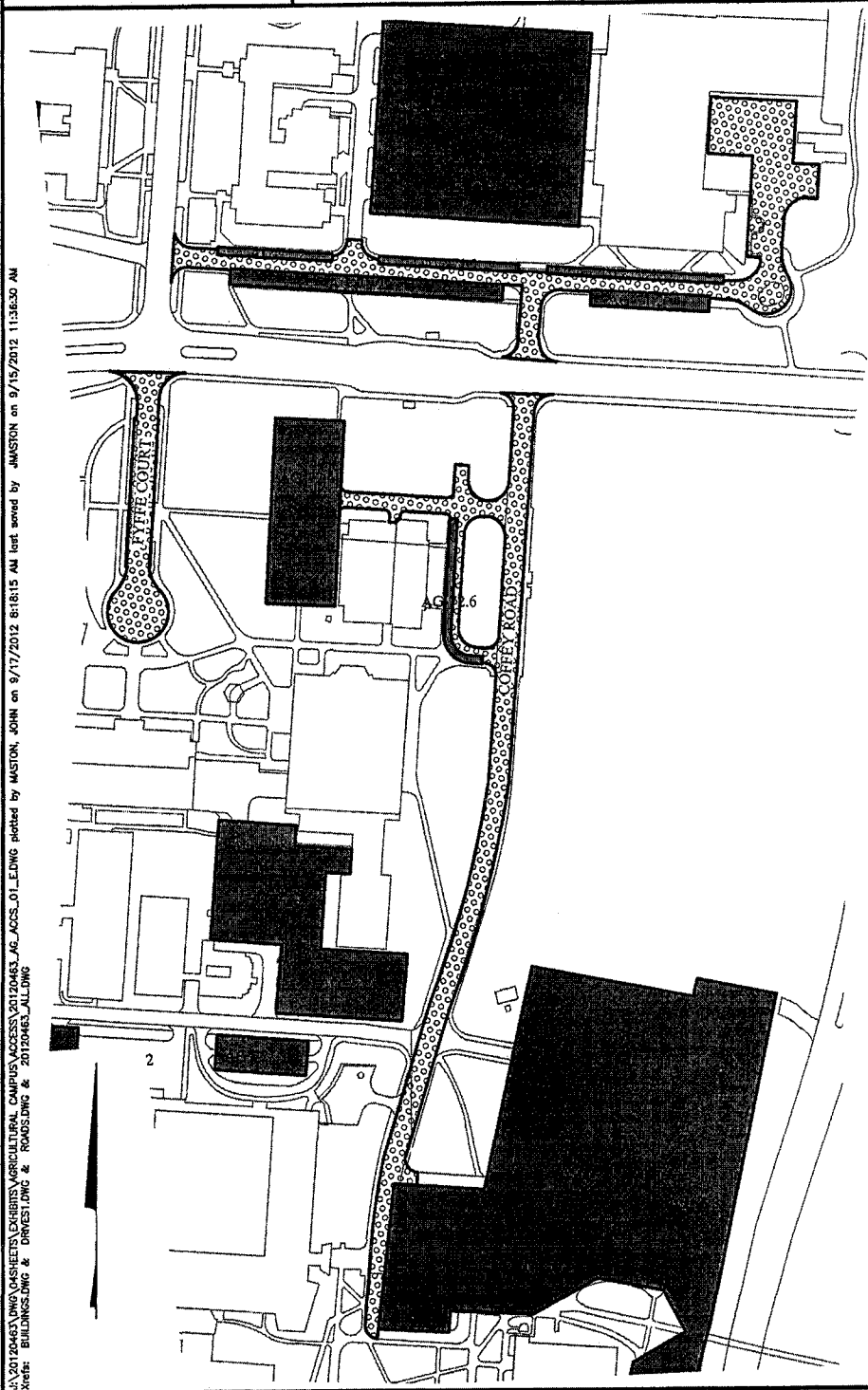
Street Metered Spaces and Street Permit Spaces encompass the currently existing Parking Spaces in the areas depicted on the attached survey drawings as shaded in “small circles.” For avoidance of doubt, the Concessionaire shall not be responsible for maintaining, repairing, rehabilitating or replacing the roadways and rights-of-way on which the Street Metered Spaces and Street Parking Spaces are located, but shall otherwise be responsible for the maintenance, repair, rehabilitation and replacement of the Street Metered Spaces and Street Permit Spaces pursuant to the terms of the Agreement and the Operating Standards.



Evans, Mechwart, Hamilton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.776.4500 Toll Free: 866.775.3648
 emht.com

FYFFE CORY AND COFFEY ROAD EXHIBIT
 THE OHIO STATE UNIVERSITY
 AGRICULTURAL CAMPUS
 CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

IN 2012P0453 2ND CASHERTS 2ND AGRICULTURAL CAMPUS ACCESS 2012P0453_01_EDWG plotted by MASTON, JOHN on 9/17/2012 8:16:15 AM last saved by MASTON on 9/15/2012 11:36:30 AM
 WARE - BUILDINGS.DWG & DRIVE.DWG & ROAD.DWG & 20120453_A.DWG





Evans, Mechwart, Hambleton & Titon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5600 New Albany Road, Columbus, OH 43254
 Phone: 614.775.4322 Toll Free: 855.775.3446
 emht.com

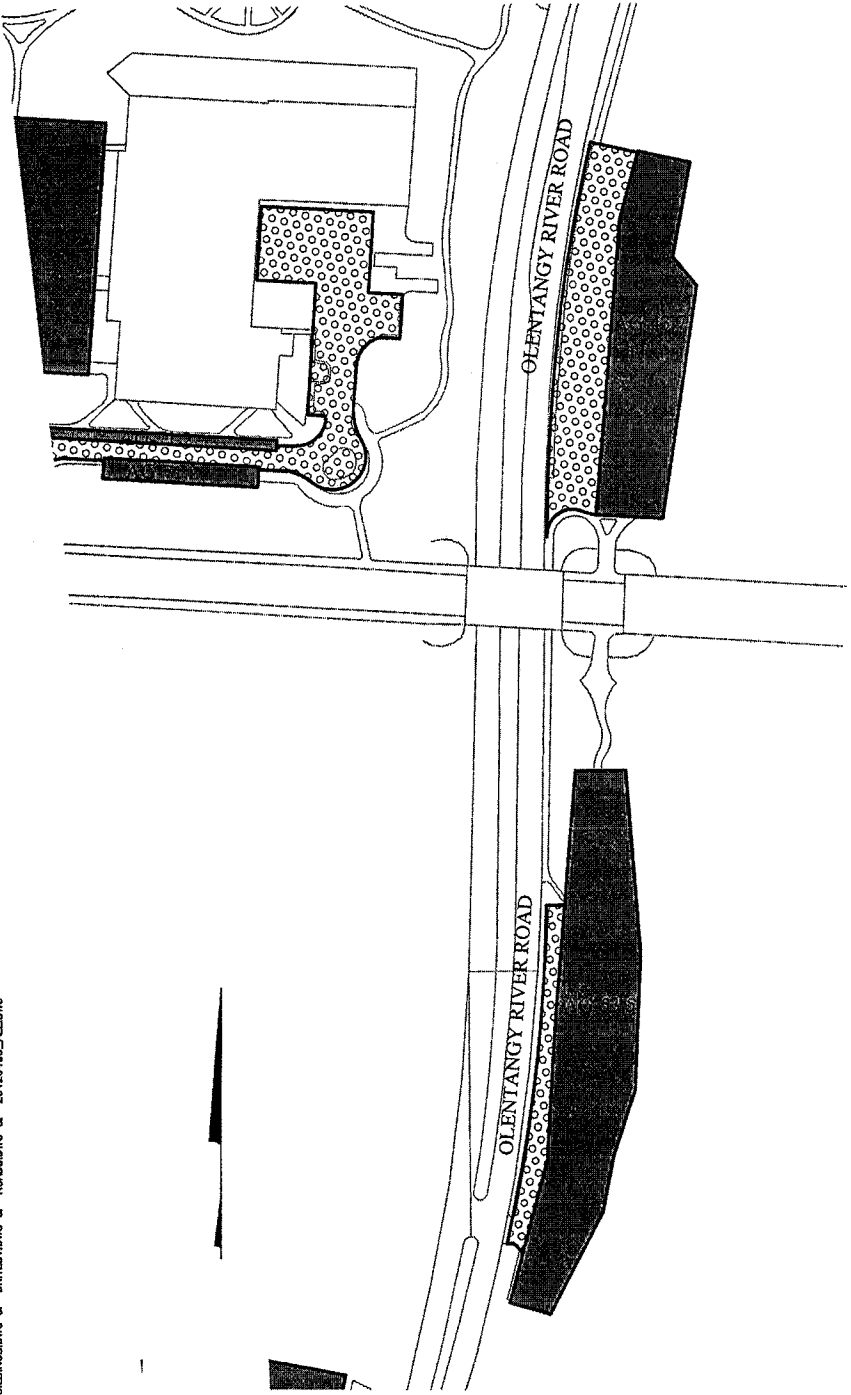
OLENTANGY RIVER ROAD EXHIBIT

THE OHIO STATE UNIVERSITY

AGRICULTURAL CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

I:\2012\4631.DWG (MSHETS) \AGRICULTURAL CAMPUS\ACCESS\20120463_AG_ACCS_01_E.DWG plotted by MASTON, JOHN on 9/15/2012 11:34:43 AM last saved by MASTON, JOHN on 5/11/2012 11:51:18 PM
 Xrefs: BUILDINGS.DWG & DRIVES1.DWG & ROADS.DWG & 20120463_ALLOWED





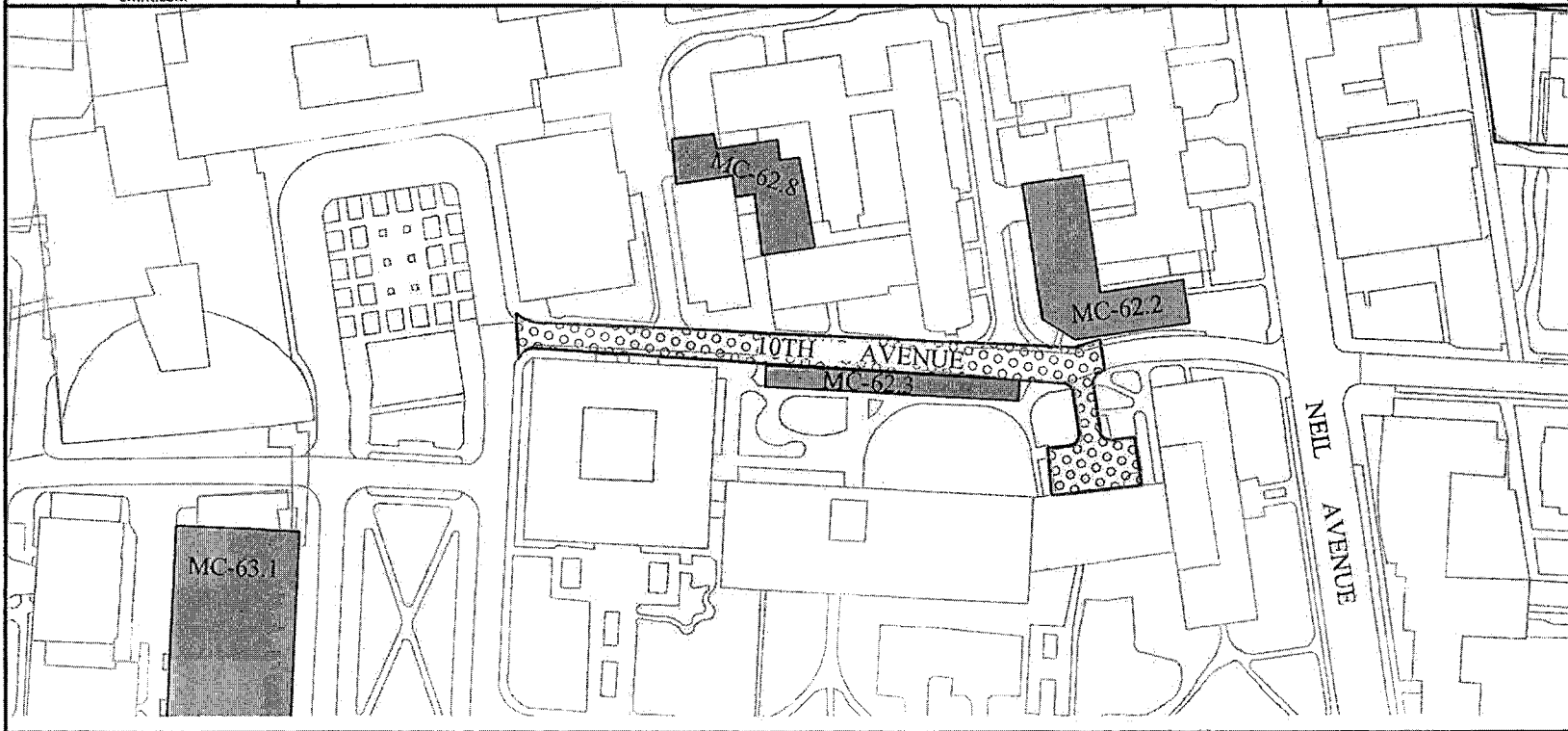
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4300 Toll Free: 888.775.3648
emht.com

10TH AVENUE EXHIBIT
THE OHIO STATE UNIVERSITY
MEDICAL CENTER
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: September 13, 2012

Scale: None

Job No. 20120463





Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

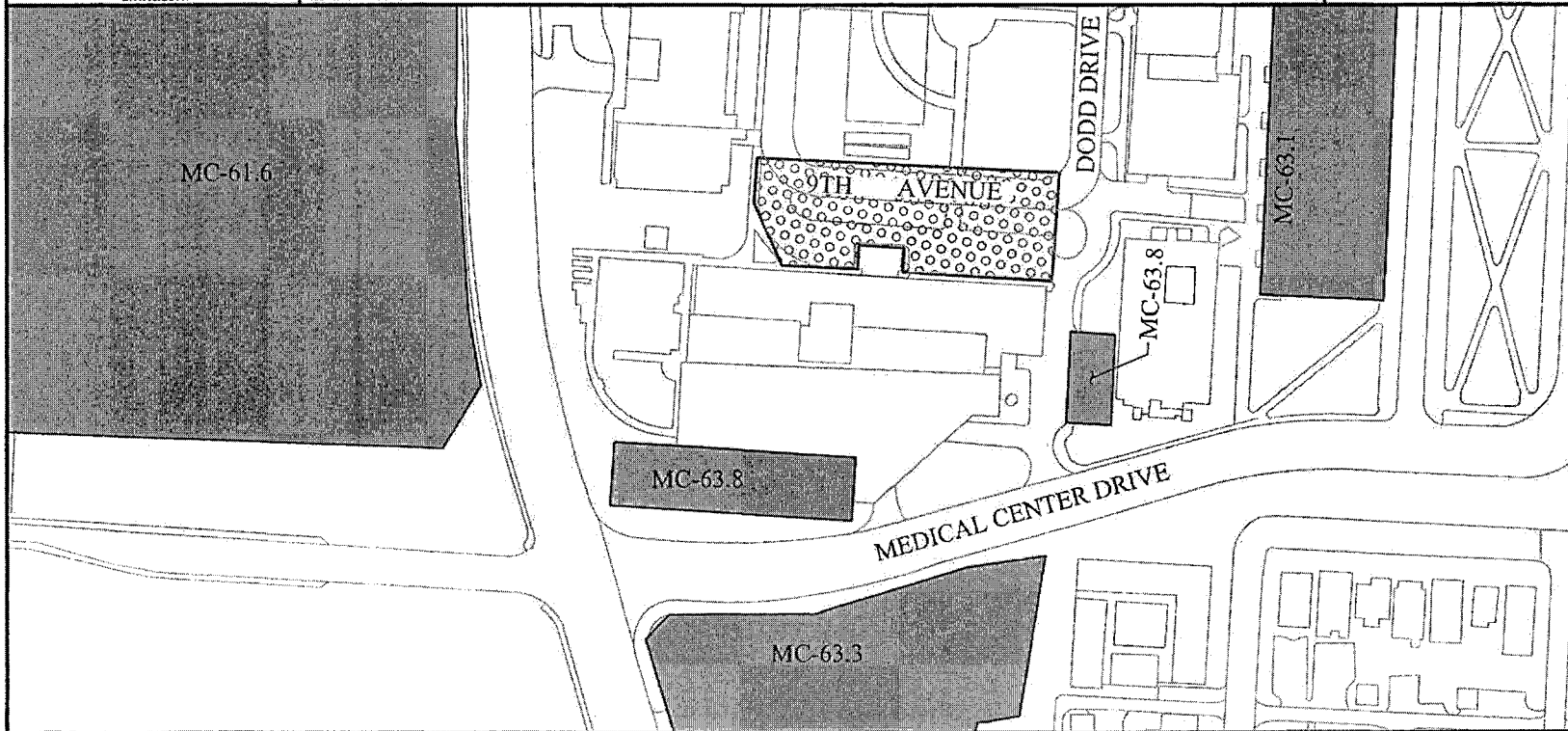
9TH AVENUE EXHIBIT THE OHIO STATE UNIVERSITY MEDICAL CENTER

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: September 13, 2012

Scale: None

Job No. 20120463





Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

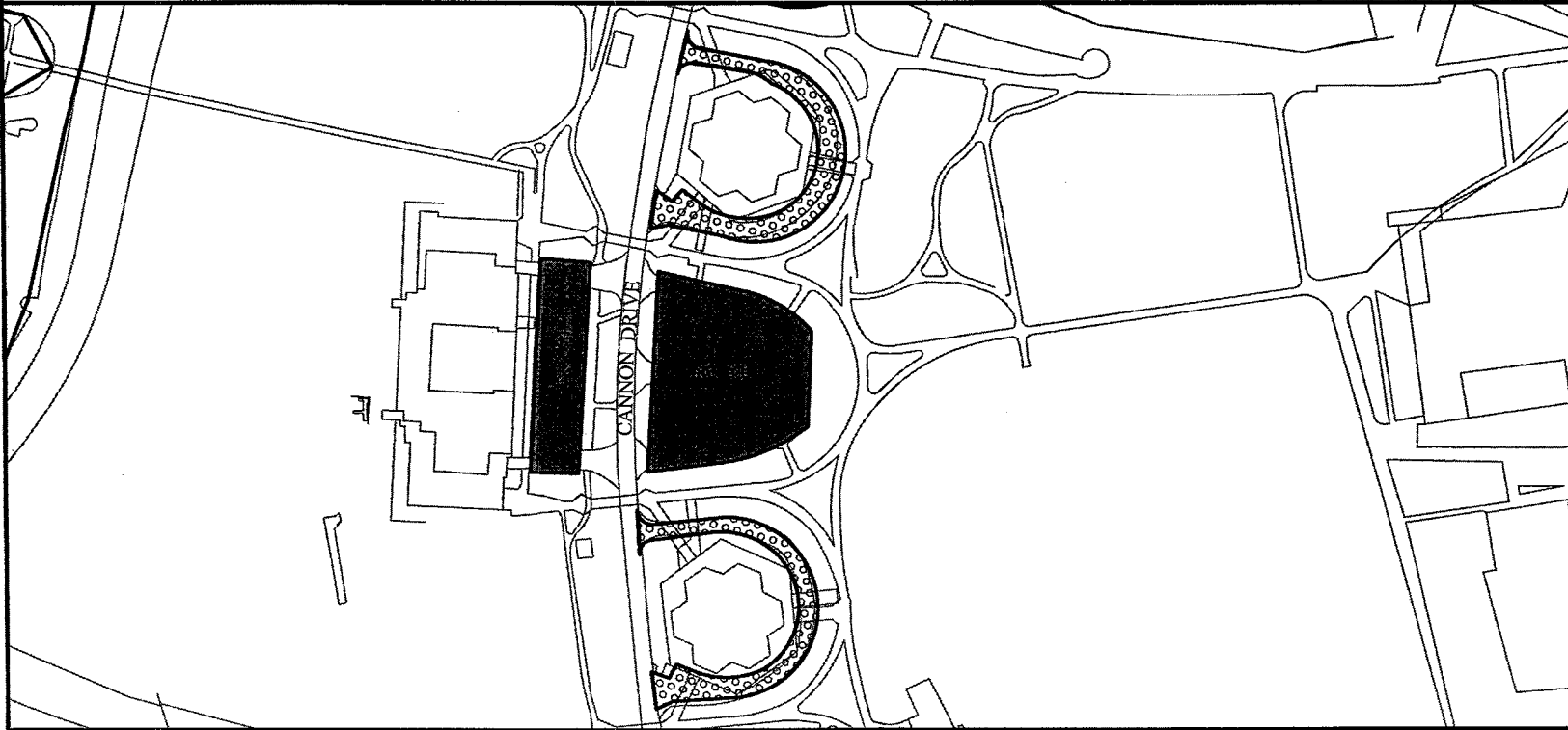
CANNON DRIVE EXHIBIT THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 20, 2012

Scale: None

Job No. 20120463





Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

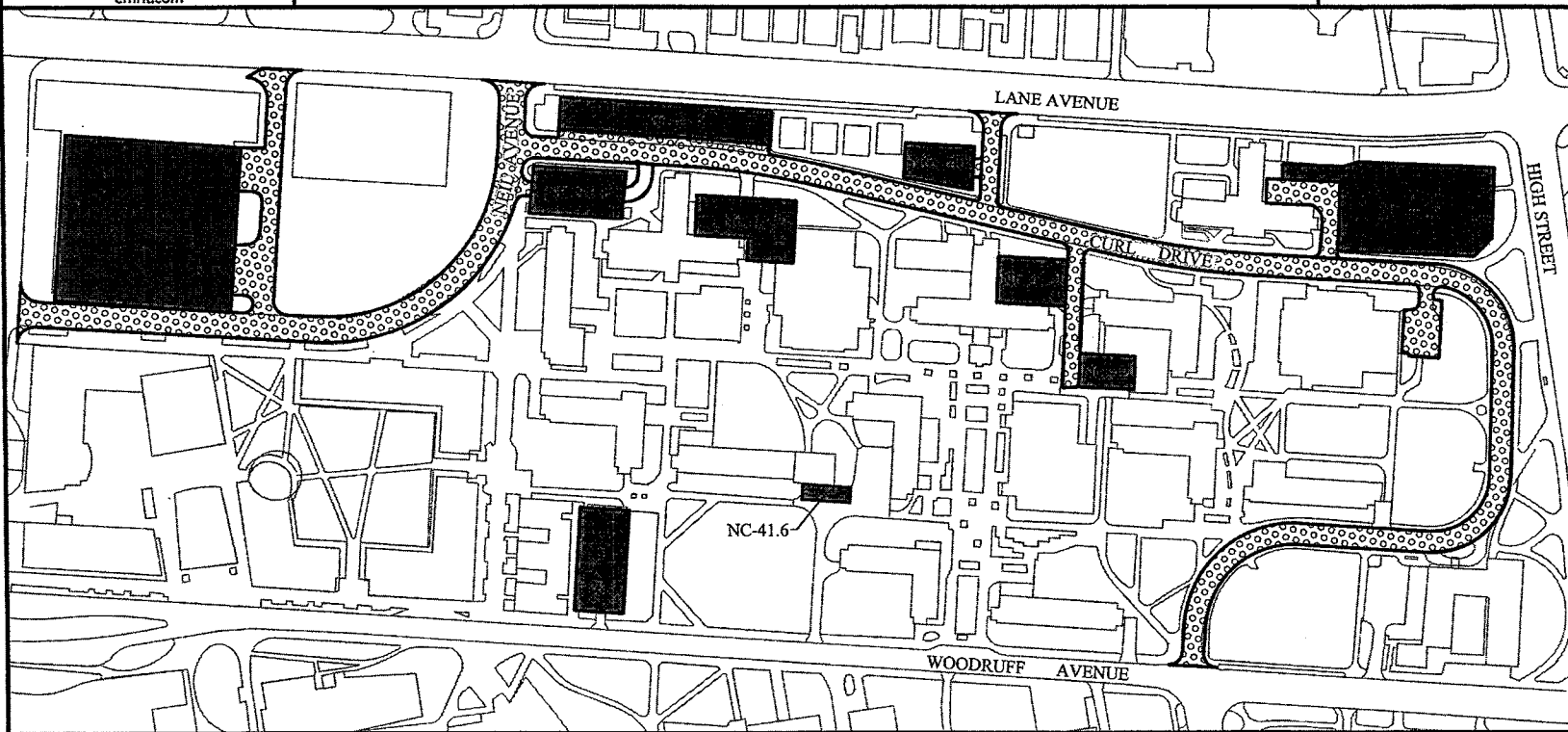
NEIL AVENUE AND CURL ROAD EXHIBIT THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 20, 2012

Scale: None

Job No. 20120463





Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

18TH AVENUE AND 19TH AVENUE EXHIBIT THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 20, 2012

Scale: None

Job No. 20120463





Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

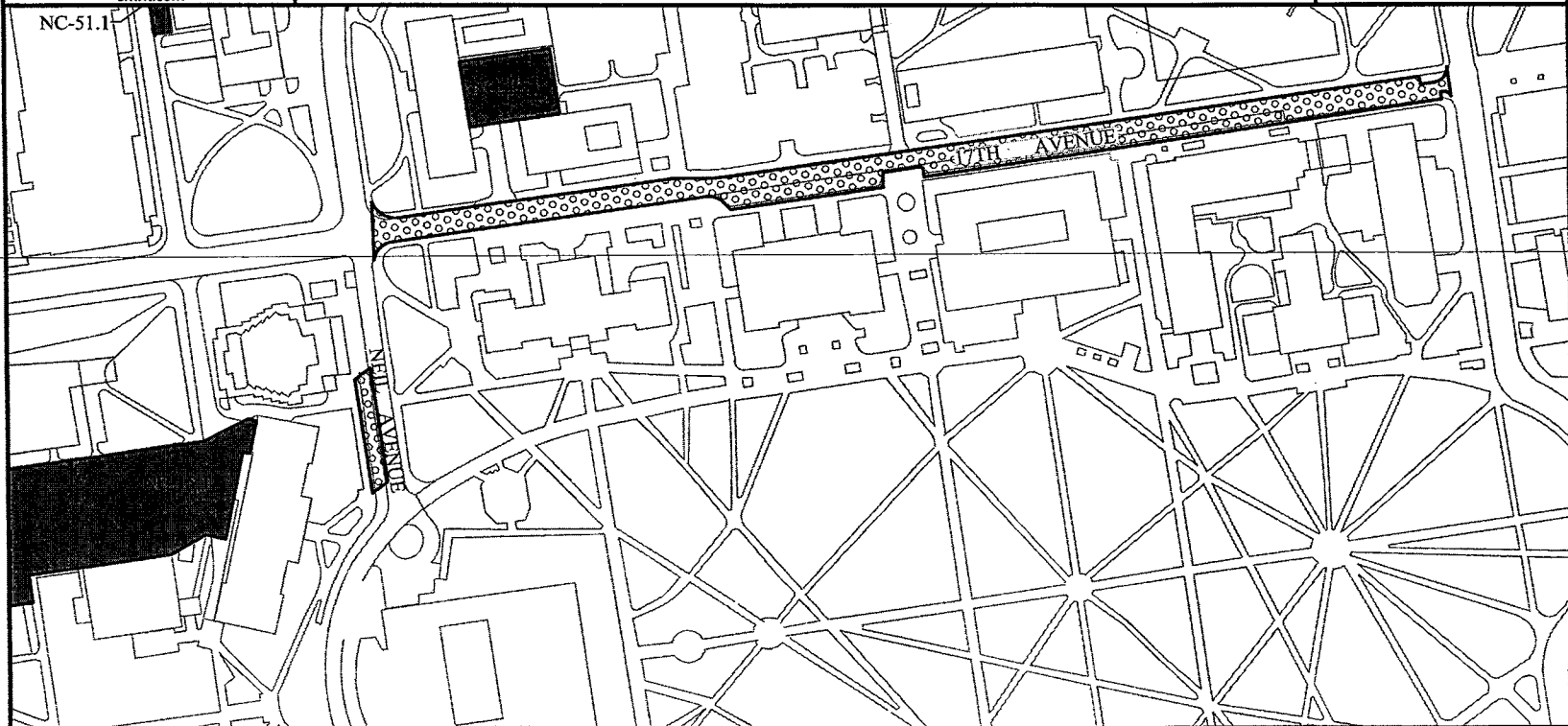
NEIL AVENUE AND 17TH AVENUE EXHIBIT THE OHIO STATE UNIVERSITY NORTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 20, 2012

Scale: None

Job No. 20120463





Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

NEIL AVENUE AND 12TH AVENUE ACCESS EXHIBIT

THE OHIO STATE UNIVERSITY

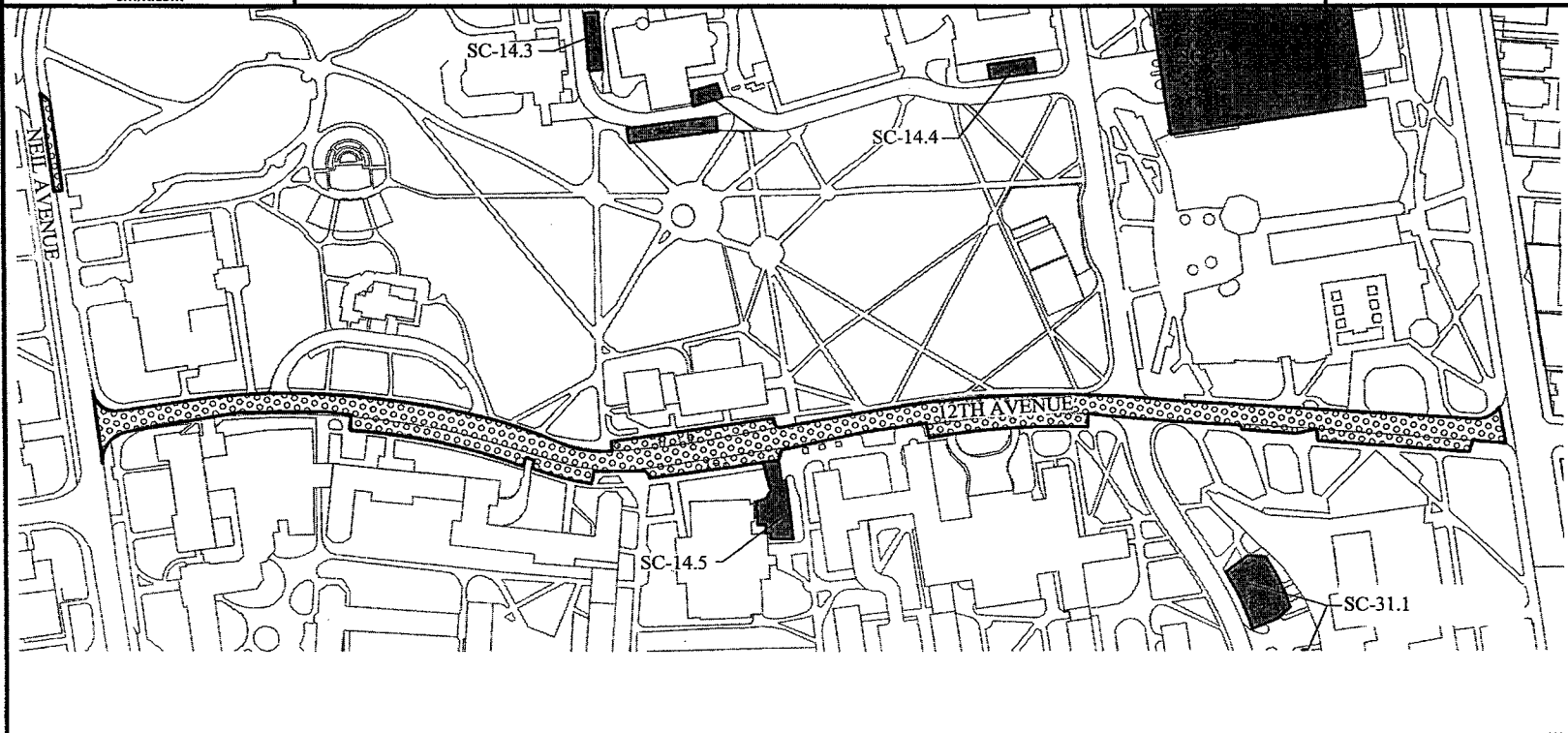
SOUTH CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: March 20, 2012

Scale: 1" = 600'

Job No. 20120463





Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43204
 Phone: 614.275.4200 Toll Free: 888.775.3348
 emht.com

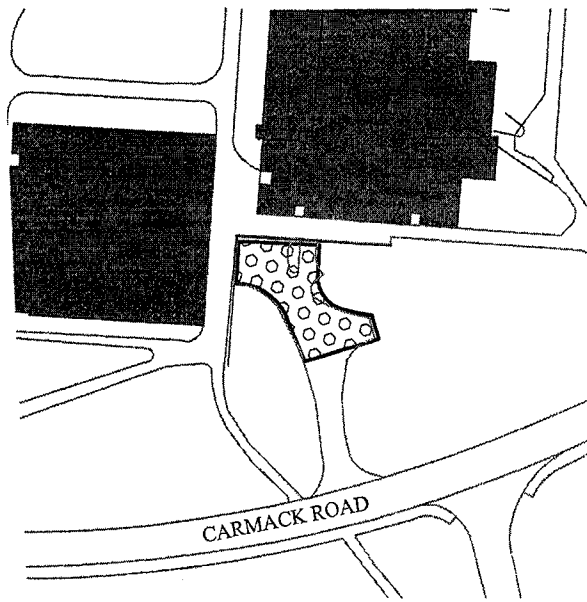
CARMACK ROAD EXHIBIT THE OHIO STATE UNIVERSITY WEST CAMPUS

CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

Date: April 20, 2012

Job No. 2012-0463

Scale: 1" = 100'



H:\2012\0463\DWG\ASHEETS\EXHIBITS\WEST CAMPUS\20120463_WC-38.DWG created by MASTON, JOHN on 9/15/2012 1:11:21 PM last saved by MASTON on 5/13/2012 11:43:48 AM
 Xrefs: BUILDINGS.DWG & DRIVE.DWG & ROADS.DWG & 20120463_ALL.DWG



GRAPHIC SCALE (in feet)

SCHEDULE 3

PARKING GARAGES, PARKING LOTS AND PARKING SYSTEM ASSETS

Part IV - PARKING SYSTEM ASSETS

Pay N Display

Inventory File		Other	
Serial Number	Number	Location	Number
300009200033	1	307 Bevis Hall	1
100008250010	1	082 Stadium	1
300009200040	1	082 Stadium	1
100008250017	1	082 Stadium	1
100008250023	1	082 Stadium	1
100008250018	1	082 Stadium	1
300009200028	1	082 Stadium	1
100008250009	1	271 Lincoln	1
100008250012	1	082 Stadium	1
100008250019	1	271 Lincoln	1
300009200042	1	875 9th Ave east	1
100008250015	1	086 FFH	1
100008250006	1	086 FFH	1
300009200038	1	184 Barrett	1
300009200039	1	267 Jones	1
300009200027	1	229 Ice Rink	1
100007211789	1	229 Ice Rink	1
100007211790	1	229 Ice Rink	1
300009200029	1	086 FFH	1
300009200041	1	086 FFH	1
100007211788	1	891 Lane Residence	1
300009200037	1	060 Orton Hall	1
300009200035	1	394 Sattelite	1
300009200034	1	902 53 W 11th	1
300009200044	1	875 9th Ave east	1
300009200030	1	308 Rightmire	1
300009200031	1	308 Rightmire	1
100008250013	1	374 1224 Kinnear	1
100008250024	1	310 Scott	1
100008250014	1	307 Bevis Hall	1
100008250016	1	875 9th Ave east	1
100008250008	1	349 Rec Center	1
300009200025	1	360 Blankenship	1
100008250021	1	211 ARC	1
100008250022	1	270 WHAF	1
300009200026	1	241 Ackerman	1
100008250011	1	003 Ag Admin	1
100008250020	1	003 Ag Admin	1
300009200032	1	340 Kottman	1
100008500004	1	185 Halloran	1

300009200036	1	259 Hale Hall	1
100008250005	1	080 Sisson	1
100008250007	1	080 Sisson	1
300009200043	1	156 Animal Science	1
500012020083	1	1100 Kinnear	1
500012020084	1	Ackerman	1
Total	46	Total	46

Meters

Inventory File		Other	
Location	Number	Location	Number
		12th Ave - Academic area	16
		Campbell Hall lot	2
		Neil Ave.	2
		Garage - Neil Ave.	2
		Garage - Union south	4
		Wexner Center	5
		Taylor Tower Lots	1
		ROTC Lot	4
		Lincoln lot	1
		Drake Union	7
		Garage - Hospitals	6
		Hamilton Hall Lot	1
		10th Ave.	25
		Lot South of Dodd Hall	5
		Dodd Dr.	12
		1478 Pennsylvania Ave. east	3
		Ag. Engineering	4
		Fyffe Rd.	6
		Plumb Hall lot	1
		Sisson south	6
		WHAF east	5
		Child Care Center - Ackerman	6
		Gray 3 thru 8	2
		Blankenship lot	1
		Carmack - 3	5
		Carmack - 6	8
		Stores & Receiving	4
		Book Depository	3
		Ackerman North	8
		Ackerman South	2
Total	N/A	Total	157

Vehicles

Inventory File			
Serial Number	Number	Description	Number
3FTNF21S03MB49171	1	Truck,F250 R C 4x4 w/plow	1
3B6KF26Z42M288988	1	Truck,2002 Ram 4X4	1

2D4GP44L95R104461	1	Truck, 2005 Grand Caravan	1
2C4GP34322R616288	1	Automobile, Van	1
1GTHK24U67E134000	1	Truck, 2006, GMC	1
1GTHK24U15E320623	1	Truck, GMC Sierra 2500 HD	1
1GD6K2BXXAF139240	1	Truck, 2010 Salt/Dump	1
1FTNF21585EA3	1	Truck, Pickup, 2005, F250	1
1FTNF21538EC98973	1	Truck, pickup	1
1FMYU931X7KA16121	1	Automobile, Ford	1
1FMCU931X6KA32427	1	Truck, 2006, Ford Escape	1
1FMCU931X6KA32426	1	Truck, 2006, Ford Escape	1
1FMCU93126KA85779	1	Automobile, Escape, 2007, Ford	1
1FMCU59H88KC63954	1	Truck, Pick up 2008	1
1FMCU59H68KD33774	1	Automobile, SUV, 2008, XLT 4WD	1
1FMCU59H58KC90805	1	Truck, Pick up 2008	1
1FAFP36354W190332	1	Automobile, 2004 Ford Focus	1
2C4RDGCG4DR176542	1	Grand Caravan, 2011 Dodge	1
1D4GP24323B254783	1	Truck, Caravan, 2003	1
28102	1	Vehicle, Tractor/Utility	1
29179	1	Vehicle, Tractor/Utility	1
29236	1	Vehicle, Tractor/Utility	1
31610	1	Vehicle, Tractor/Utility	1
MOXUVGX27543	1	Gator, 4x4	1
MOXUVGF080017	1	Gator, XUV 4x4	1
1MOXUVGF5AM080016	1	Gator, XUV 4x4	1
JS1CK43A542100182	1	Scooter, Suzuki Burgman 400, m	1
JS1CK43A342100634	1	Scooter, Suzuki Burgman 400, m	1
Total	28	Total	28

Pay-In-Lane

Inventory File		Other Source	
Serial Number	Number	Serial Number	Number
9000C	1		
9000C	1		
0164	1		
0169	1		
0161	1		
0166	1		
0381	1		
0163	1		
9000C	1		
9000C,0897	1		
9000C,0896	1		
9000C,0898	1		
9000C,0908	1		
9000C,0893	1		
9000C,0895	1		
PIL1097	1		
PIL0833	1		
PIL0840	1		

PIL0827	1		
PIL0830	1		
PIL0917	1		
PIL1019	1		
PIL1020	1		
9000C	1		
PMTAPD43-16	1		
PIL0160	1		
Total	26	Total	26

Miscellaneous 1

Inventory File		Other Source	
Serial Number	Number	Description	Number
		Gates	100
		Triggered Signs	96
		Entry Readers	53
		Ticket Spitters	40
		Exit Readers	40
		Exit Verifiers	9
		Booths	19
		Keypads	3
Total	N/A	Total	360

Miscellaneous 2

Inventory File		Other Source	
Description	Number	Serial No. / Model No.	Number
Amplifier, cellular	1	PCS 62DB BDA	1
Automobile,Ford Escape	1	1FMCU96H56KD56181	1
Back pack blower	1	PB-751H	1
Back pack blower	1	150BT,80937525	1
Brother, typewriter	1		1
Camera, Digital	1	Stylus 720SW,A93611068	1
Camera, Digital	1	Stylus 720SW,A93611069	1
Camera, Digital	1	3.34MP 6X,498326	1
Camera, Digital	1	3.34MP 6X,498352	1
Cart, Collection, 2 box with lid	1	S5	1
Cart, Collection, 2 box with lid	1	S5	1
Cashier,automatic parking	1	Golcline GL-ACW-P	1
Clock,Time Computerized	1	MJR-8000,303004185	1
Computer, handheld, husky	1	4000032710	1
Computer, Handheld, w/case	1	FS/2,4000039009	1
Counter/reader, currency, w/interface cbl	1	GFR-100,12531	1
Currency counter	1	GFR-110,22140	1
Currency counter	1	GFR-S80,31583	1
Currency counter	1	GFR-S80,26381	1
Currency counter	1	GFR-S80,31568	1
Currency counter	1	GFR-S80,31550	1
Currency Discriminator	1	GFR-100,15672	1
Field Control Unit,Mountable	1	FCU-900	1
Field Control Unit,Mountable	1	FCU-900	1

Field Control Unit,Mountable	1	FCU-900	1
Field Control Unit,Mountable	1	FCU-900	1
Kit, License Plate Reader	1	MPH-900 ST3	1
Kit, License Plate Reader	1	MPH-900 ST3	1
Machine, Folder w/sealer	1	FD 2052	1
Machine, Striping	1	Linelazer III 3900,BA2789	1
Machine, Ticket Making	1	G2	1
Machine, Ticket Making	1	G2	1
Machine,voucher creation	1	SST,CPU9436	1
Mixer, stone concrete	1	855PMP,3497261	1
Monitor,Widescreen Flat	1	P2210	1
Monitor,Widescreen Flat	1	P2210	1
Monitor,Widescreen Flat	1	P2210	1
Monitor,Widescreen Flat	1	P2210	1
Paint machine,airless,Powerliner	1	4000,PL41995	1
Power wrench	1	625,096308	1
Printer, receipt/check validator	1	M63UA, 3FV0078775	1
Printer, receipt/check validator	1	M63UA, 3FV0038302	1
Printer, receipt/check validator	1	M63UA, 3FV0020792	1
Printer, receipt/check validator	1	M63UA, 3FV0098753	1
Printer, receipt/check validator	1	M63UA, 3FV0071713	1
Printer, receipt/check validator	1	M63UA, 3FV0099056	1
Printer, receipt/check validator	1	TMU375,3F0020822	1
Printer, receipt/check validator	1	M63UA	1
Printer, receipt/check validator	1	M63UA, 3FV0021280	1
Printer, receipt/check validator	1	M63UA, 3FV0038303	1
Printer, receipt/check validator	1	M63UA, 3FV0099057	1
Printer, receipt/check validator	1	150,KF002368331	1
Printer, receipt/check validator	1	M63UA, 3FV0018726	1
Printer, receipt/check validator	1	M63UA, 3FV0071698	1
Printer, receipt/check validator	1	M63UA, 3FV0018745	1
Printer, receipt/check validator	1	M63UA, 3FV0020821	1
Printer, receipt/check validator	1	M63UA, 3FV0071396	1
Printer, receipt/check validator	1	M63UA, 3FV0071697	1
Printer, receipt/check validator	1	M63UA, 3FV0098754	1
Printer, receipt/check validator	1	M63UA, 3FV0018746	1
Printer, receipt/check validator	1	M63UA, 3FV0020995	1
Printer, receipt/check validator	1	M63UA, 3FV0078774	1
Printer, receipt/check validator	1	M63UA, 3FV0071396	1
Printer, receipt/check validator	1	M63UA, 3FV0098753	1
Printer, receipt/check validator	1	M63UA, 3FV0098754	1
Printer, receipt/check validator	1	M63UA	1
Printer, receipt/check validator,w/cash drawer	1	M63UA, 3FV0018741	1
Printer, receipt/check validator,w/cash drawer	1	M63UA, 3FV0018742	1
Printer, receipt/check validator,w/cash drawer	1	M63UA, 3FV0020798	1
Printer, receipt/check validator,w/cash drawer	1	M63UA, 3FV0020820	1
Printer, receipt/check validator,w/cash	1	M63UA, 3FV0020797	1

drawer			
Printer, w/interface clb to reader	1	IDP-3540,90154861	1
Printer, w/interface clb to reader	1	IDP-3540,90155078	1
Printer, w/interface clb to reader	1	IDP-3540,90155078	1
Printer, w/interface clb to reader	1	IDP-3540,107835	1
Pump, Centrifugal pump	1	MSIRARO Pro series,KAE1119	1
Radio	1	H46UCH9PW7BN,205CMR3976	1
Radio	1	H46UCD9PW5BN,205CMR3978	1
Radio, Handheld	1	H66UCD9PW5BN,687THL2512	1
Radio, Handheld	1	205CFC0246	1
Radio, Handheld	1	H66UCD9PW5BN,687THL2509	1
Radio, Handheld	1	H66UCD9PW5BN,687THL2500	1
Radio, Handheld	1	H66UCD9PW5BN	1
Radio, Handheld	1	H66UCD9PW5BN,687THL2514	1
Radio, Handheld	1	H66UCD9PW5BN,687THL2499	1
Radio, Handheld	1	H66UCD9PW5BN,687THL2510	1
Radio, Handheld	1	107/06CAY066VRG6	1
Radio, Handheld	1	H46UCD9PW5BN,205CJV1550	1
Radio, Handheld	1	H46UCD9PW5BN,205CJV1553	1
Radio, Handheld	1	H01QX202,466AUS1304	1
Radio, Handheld	1	H46UCD9PW5BN,205CJV1549	1
Radio, Handheld	1	H46UCH9PW7BN,205CJB3443	1
Radio, Handheld	1	H46UCH9PW7BN,205CJB3445	1
Radio, Handheld	1	H46UCD9PW5BN,205CMB0159	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4240	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4292	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4286	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4281	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4277	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4288	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4282	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4284	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4267	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4289	1
Radio, Handheld	1	H66UCD9PW5BN,687THL2498	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4280	1
Radio, Handheld	1	H66UCD9PW5BN,687THL2504	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4241	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4238	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4283	1
Radio, Handheld	1	H46UCH9PW7BN,205CLT1579	1
Radio, Handheld	1	H46UCD9PW5BN,205CJV1547	1
Radio, Handheld	1	H46UCD9PW5BN,205CJV1552	1
Radio,mobile	1	M28URS9PW1AN,775TFW0364	1
Radio,mobile	1	M28URS9PW1AN,775TFW0646	1
Radio,mobile	1	M28URS9PW1AN,775TFW0638	1
Radio,mobile	1	M28UR39PW1AN,775THY1233	1
Radio,mobile	1	M28URS9PW1AN,775TFW0651	1
Radio,mobile	1	M28URS9PW1AN,775TGE2237	1
Radio,mobile	1	M28URS9PW1AN,775TFW0640	1

Radio,mobile	1	M21URM9PW1AN,514CLT0731	1
Radio,mobile	1	M21URM9PW1AN,514CLT0730	1
Radio,mobile	1	M28URS9PW1AN,775TGE2248	1
Safe, gold vault	1	ISM,52K5521	1
Safe, Money	1	9503003	1
Safe,3-9" drawers w/locks & shelves	1	415, 401095	1
Saw,concrete,14",13hp	1	Mini Con11, 000000211208	1
Scrubber, Floor	1	10439963	1
Scrubber, Rider floor	1	M301369	1
Smart Camera, LPDR	1	FPH-900X	1
Smart Camera, LPDR	1	FPH-900X	1
Smart Camera, LPDR	1	FPH-900X	1
Smart Camera, LPDR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Smart Camera, LPR	1	FPH-900X	1
Snow plow	1	none	1
Snow plow	1	none	1
Snow plow	1	none	1
Snow plow	1	C-8,00118209286	1
Snow plow	1	ST90,9163	1
Snow plow	1	none	1
Snow plow	1	none	1
Snow vehicle,Full glasscab,enclosed,w/heater	1	11397	1
Snow/litter bucket 66"	1	none	1
Snowblade,w/Hydraulic angle,6'	1	none	1
Sweeper, Power, Rider	1	6600-21154	1
System, Air compressor	1	41RX3T,4FVCABAA46U366349	1
Ticket machine, Keep it simple	1	DT10,22067	1
Traffic Line Remover	1	TLR-7,1310	1
Trailer w/water tank	1	00210S0000110338	1
Vacuum, blower	1	BVM210VS,10256N600394_2	1
Vacuum,Lawn & litter	1	KV 600,071310390	1
Vacuum,Lawn & litter	1	BLGKV600	1
Washer, Power	1	PG4-28321,PO995-2385	1
Washer,cold water pressure,w/ext hose	1	3Z830D,C803400890	1
Bench, flat, freestanding, 19X96X16	1	none	1
Bench, flat, freestanding, 19X96X16	1	none	1
Blower,heavy duty,11hp.billy goat	1	BL1100, 1033	1
Cabinet, dbl drum	1	E2373-9	1
Cash Machine,Parking Garage	1	Revolution w/Wide Drop,BA-00183	1
Computer,laptop	1	Toughbook CF-31,CF-	1

		31AGAEA,1DKYB62256	
		Toughbook CF-31,CF-	
Computer,laptop	1	31AGAEA,1DKYB62168	1
Credenza,kneespace	1	7422cr-LCCSX	1
Desk,exec,dbl ped,72X36	1	7236DP-LCCSX	1
Display Unit, LED	1	AE-3010-48x192-.62-RG	1
Key Box,Electronic	1	Keywatcher III,2860000	1
Loader,Front end	1	753, 12627	1
Printer, receipt/check validator	1	M63UA, 3FV0018746	1
Printer, receipt/check validator	1	M63UA, 3FV0020995	1
Printer, receipt/check validator	1	M63UA, 3FV0020819	1
Projector	1	M500-DLP,P100099	1
Projector	1	5100MP,DSW8081	1
Rack Cabinet,NetBay 42 Enterp	1	23L0747	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4279	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4285	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4290	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4105	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4291	1
Radio, Handheld	1	205CFC0248	1
Radio, Handheld	1	205CFV1626	1
Radio, Handheld	1	H66UCD9PW5BN,687THL2501	1
Radio, Handheld	1	H46UCH9PW7BN,205CHF4278	1
Radio,handheld	1	H46UCH9PW7BN,205CMZ1548	1
Salt Spreader, Tailgate	1	RTELS,11091044	1
Snow plow	1	C-8,00418309286	1
Value card maker	1	12248-0205	1
Verifier at exit	1	10478	1
Verifier at exit	1	10480	1
Verifier at exit	1	10481	1
Total	197	Total	197

SCHEDULE 4

PARKING SYSTEM CONTRACTS

All contracts listed below have been provided in the virtual data room labeled "Project Scarlet" hosted by IntraLinks, Inc.

- 1) License Agreement by and between Federal APD Incorporated and The Ohio State University.*
- 2) Purchase Order #509490AC47, dated January 14, 2010, by and between The Ohio State University and Signature Control Systems, LLC resulting from Request for Quotation Number 10-50949045AA-REH, dated December 2, 2009.*

* Consents to assignment have been obtained or are being obtained for these contracts.

SCHEDULE 5

PARKING FEES

Section 1. Rate Limitations

(a) *Maximum Parking Fees*

(i) *Closing Date through July 31, 2013.* Other than as specified in Section 2 below, at the time of the Closing Date the Parking Fees will be as follows

Table 1: Schedule of All Permit Rates		
Permit Number	Permit Type	Permit Rate
A	Faculty and A&P Staff (Regular or Disability) Presidents Club	\$756.00
Platinum A	Platinum A	\$756.00
B	CCS Staff (Regular or Disability)	\$390.00
BE	B Evening Garage	\$498.00
BG1, BG2, BG3	B Garage (Groups 1 - 3)	\$705.00
C	Student Surface (Regular or Disability)	\$264.00
CE	C with Evening Garage	\$459.00
CG1, CG2, CG3	C Garage (Groups 1-3)	\$693.00
CP	C Proximity	\$588.00
CX	Consumer Express - Staff	\$196.20
CXC	Commuter Express - Student	\$130.80
E	Emeritus	\$0.00
MC	Motorcycle	\$20.00
Retiree	Retiree A permit	\$270.00
SV	Service Vehicle with Gate Access	\$56.75
WA	West A (Regular or Disability)	\$196.20
WB	West B (Regular or Disability)	\$97.80
WC	West C (Regular or Disability)	\$93.00
WC5	West C with Remote Overnight	\$381.00
WCE	West C with Evening Garage	\$283.80
Gateway Garage - Office Tenant (monthly fee)		\$56.00
Gateway Garage - Rooftop Only (monthly fee)		\$50.00
Gateway Garage - Gateway Resident (monthly fee)		\$60.00
Gateway Garage - Retail employee (monthly fee)		\$60.00
Gateway Garage - Aveda Student (monthly fee)		\$60.00
Gateway Garage - OSU Student (monthly fee)		\$85.00
Gateway Garage - Non resident/student (monthly fee)		\$120.00
Monthly Contractor / Vendor - A surface Lots		\$126.00
Monthly Contractor / Vendor - B Lots		\$65.00
Monthly Daytime Garage Access (M, V, keycards, sold to patients/visitors and staff		\$69.75

Monthly Daytime Garage Access (S keycards, sold to contractors)	\$140.00
Monthly Daytime Surface	\$47.25
Monthly West and Off-Peak Access	\$9.50
Monthly West Campus Overnight	\$34.65
Daily unlimited access garage permit	\$10.00
Daily Temporary Permit / TM Permit Daily Rate	\$6.00
Yellow Permit - Prospective Student Daily Parking Rate	\$5.00
Replacement of Annual Permit	\$20.00

Table 2: Schedule of Garage Weekday Rates (ex-Gateway)

Duration (hours)	Weekday Rate
00:00 – 00:15	\$0.00
00:16 - 01:00	\$2.00
01:01 - 02:00	\$4.00
02:01 - 03:00	\$6.00
03:01 - 04:00	\$7.00
04:01 - 05:00	\$8.00
05:01- 06:00	\$9.00
06:01 - 24 hours	\$10.00
Maximum per day	\$10.00
Evening/Weekend flat fee	\$6.00
Lost Tickets	\$25.00

Table 3: Schedule of Gateway Garage Hourly Rates

Duration (hours)	Rate
Fee per hour	\$1.00
Maximum daily fee	\$24.00
OSU HR activation rate	
First 15 minutes	\$0.00
next 165 minutes	\$1.00
Next 120 minutes	\$1.00
Next 120 minutes	\$1.00
Next 120 minutes	\$1.00
Next hour	\$1.00
Remainder of day	\$8.00
Other fees and charges	
Theater reduced fee sticker (up to 3 hours)	\$1.00
Prepaid voucher	\$6.00

Table 4: Schedule of Pay-And-Display Rates

Type	Rate
Hourly	\$1.50 / hour
Weekday Evening Pass (Evening Monday - Friday 6PM - 12AM)	\$6.00 flat fee per day
Weekend Daily Pass (Saturday and Sunday 12AM -12AM)	\$6.00 flat fee per day

Table 5: Other Parking Rates	
Type	Rate
Special Event Pre-Sell	\$5.00
Departmental Reserved Space	\$1,512.00
Emergency Physician (EP) Access ³	\$756.00
Presidents Club Lifetime non-affiliates	\$20.00 + daily reduced rate fee x total calendar days parked in gated facility
Presidents Club Limited Use Parking (10 single day permits sold as a bundle, either garage or surface or mixed)	\$60

(ii) *August 1, 2013 through July 31, 2023.* The maximum annual increase in each Parking Fee effective each August 1 shall be 5.5%

(iii) *August 1, 2023 through End Date.* The maximum annual increase in each Parking Fee effective each August 1 shall be the greater of (a) 4.0% or (b) the average of the annual increase in the Index for the five (5) preceding calendar years

(b) *Rounding of Maximum Parking Fees.* Notwithstanding anything to the contrary herein, to the extent a maximum Parking Fee is not an amount equal to a quarter of a dollar denomination (\$0.25), such maximum Parking Fee shall be rounded to the nearest quarter dollar; *provided, however,* that any calculation made pursuant to Section 1(a) of this Schedule 5 shall be made as if any such rounding had not occurred

Section 2. Medical Center

(a) *Maximum Medical Center Parking Fees.* The Medical Center Facilities are defined as all garages bounded by King Avenue, the Olentangy River, Herrick Extension, and Neil Avenue. The Medical Center Parking Fees are defined as those parking fees set forth in Table 2 of Section 1 of this Schedule 5 only as such parking fees apply to the Medical Center Facilities.

(i) *Closing Date through July 31, 2013.* At the time of the Closing Date, the Medical Center Parking Fees will be equal to the parking rates set forth in Table 2 of Section 1 of this Schedule 5.

(ii) *August 1, 2013 through July 31, 2023.* The maximum annual increase in each Medical Center Parking Fee effective each August 1 shall be 3%

(iii) *August 1, 2023 through End Date.* The maximum annual increase in each Medical Center Parking Fee effective each August 1 shall be the greater of (a) 4.0% or (b) the average of the annual increase in the Index for the five (5) preceding calendar years

³ Issued pursuant to the restrictions set forth in Schedule 2

(b) *Rounding of Maximum Parking Fees.* Notwithstanding anything to the contrary herein, to the extent a maximum Medical Center Parking Fee is not an amount equal to a quarter of a dollar denomination (\$0.25), such maximum Medical Center Parking Fee shall be rounded to the nearest quarter dollar; *provided, however,* that any calculation made pursuant to Section 2 (a) of this Schedule 5 shall be made as if any such rounding had not occurred

(c) *Medical Center Vouchers.* The Medical Center may, at its discretion, offer Vouchers to patients and visitors to Medical Center Facilities to admit such patients and visitors to pay a lower fee than the Medical Center Parking Fees to park at the Medical Center Facilities

(i) *Voucher Reimbursement.* No later than 15 days after the end of each quarter, with the first quarter ending October 31, the Medical Center must reimburse the Concessionaire for the difference between (a) the total parking fees received from Vouchers and (b) the total parking fees owed to the Concessionaire based on full Medical Center Parking Fees

Section 3. Parking Fines

(a) *Maximum Parking Fines*

(i) *Closing Date through July 31, 2013.* At the time of the Closing Date, the Parking Fines charged for Parking Violations will be as follows (each a “Parking Fine”).

Table 6: Schedule of All Parking Fines	
Violation Description	Fine
Unauthorized Parking in a Disability Space	\$250.00
Unauthorized Use of a Parking Permit	\$250.00
Impound - Refusal to Obey Officer's Directions	\$180.00
Destruction of Automotive Gate Arm Equipment	\$150.00
Impound or Move Vehicle	\$90.00
Boot/Immobilization of Vehicle	\$60.00
Unregistered Vehicle Parked out of Zone	\$50.00
Leaving Garage or Pay Facility Without Paying	\$50.00
Excessive Failure to Display Permit	\$50.00
Parking in a “No Parking, Stopping or Standing” Zone	\$35.00
Parking, Wrong Direction	\$35.00
Failure to Display Parking Permit Parked Out of Zone	\$35.00
Registered Vehicle Parked Out of Zone	\$30.00
Parking Disregarding Signs, Markings or Barricades	\$30.00
Parking Twelve Inches from Curb	\$30.00
Overtime Parking, Limited Parking Areas	\$30.00
Permit Not Properly Displayed	\$20.00
Failure to Display Parking Permit in Zone	\$6.00
Pay Late (fine for multiple instances of signing a pay late to exit garage without fee)	\$50 – 1 st occurrence \$100 – second occurrence \$150 – third and subsequent occurrence

(ii) *July 31, 2013 through End Date.* Each Parking Fine will increase each August 1 by the same percentage increase in the Parking Fine for Unregistered Vehicle Parked out of Zone necessary to maintain the following ratio:

$$\frac{\text{(Parking Fine for Unregistered Vehicle Parked Out of Zone)}}{\text{(Evening/Weekend Garage Flat Fee)}} = 10$$

(b) *Rounding of Maximum Parking Fines.* Notwithstanding anything to the contrary herein, to the extent a maximum Parking Fee is not an amount equal to a quarter of a dollar denomination (\$0.25), such maximum Parking Fine shall be rounded to the nearest quarter dollar; *provided, however,* that any calculation made pursuant to Section 3(a) of this Schedule 5 shall be made as if any such rounding had not occurred

(c) Notwithstanding the above, all Parking Fines need to comply with all applicable State of Ohio laws.

SCHEDULE 6

FORM OF TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this "Agreement"), is made and entered into as of this 21st day of September 2012, by and between The Ohio State University ("Licensor"), and CampusParc LP, a Delaware limited partnership ("Licensee"). Unless the context requires otherwise, terms used in this Agreement that are initially capitalized and not otherwise defined herein will have the meanings given to them in the Concession Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Long-Term Lease and Concession Agreement, dated as of the date hereof, by and between Licensor and Licensee (the "Concession Agreement"), Licensor will lease the Parking Facilities to Licensee and will grant Licensee the right to operate, maintain and improve the Parking System for the Term of the Concession Agreement as provided therein;

WHEREAS, Licensor is the owner of each of the names, trademarks, service marks, trade names, trade dress, slogans and logos set forth on Exhibit A (the "Licensed Trademarks"); and

WHEREAS, Licensor desires to grant to Licensee a limited license under the Licensed Trademarks for certain limited uses and times on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

License Grant. Licensor hereby grants to Licensee, subject to the terms and upon the conditions of this Agreement, a non-exclusive, non-transferable right and license to use the Licensed Trademarks in connection with Licensor's operation of the Parking System and lease of

the Parking Facilities (the “Licensed Use”). No right or license is granted to Licensee to, and Licensee shall not use any of the Licensed Trademarks in connection with any goods, services, or use other than the Licensed Use. No other rights or licenses, other than those expressly granted herein and subject to the limitations herein and otherwise in this Agreement, are granted to Licensee in and to any intellectual property of Licensor under this Agreement, expressly, by implication or estoppels. Licensor reserves to itself all such other rights, including the right to use and license to others the right to use the Licensed Trademarks anywhere in connection with any products and/or services.

Quality Control. Licensee shall use the Licensed Trademarks as permitted under Section 1 in substantially the same form and manner as such Licensed Trademarks have been used prior to the date hereof with respect to the Licensed Use, and Licensee shall faithfully and accurately reproduce the Licensed Trademarks in such form and manner and in accordance with the Usage Guidelines set forth on Exhibit A. To this end, Licensee shall permit an authorized representative of Licensor to inspect the use of the Licensed Trademarks from time to time, to make certain that the high quality image of Licensor is maintained and that the use of the Licensed Trademarks otherwise complies with the terms of the Concession Agreement. The quality, appearance, style and use of the Licensed Trademarks shall be subject to the approval of Licensor prior to any use of the Licensed Trademarks by Licensee, such approval not to be unreasonably withheld. No changes with respect to the use of the Licensed Trademarks, as approved by Licensor in accordance with this Section 2, shall be made without the prior written consent of Licensor, such consent not to be unreasonably withheld.

Promotional Material. All promotional material utilizing or tying in with the Licensed Trademarks shall be submitted for approval to Licensor’s Licensing Department, which will act

in a timely manner. Licensor and Licensee agree and intend that all material, including without limitation all artwork and designs, created by Licensee or any other person or entity retained or employed by Licensee, and used with the Licensed Trademarks (the “Copyright Materials”) are works made for hire within the meaning of the United States Copyright Act and shall be the property of Licensor. To the extent the Copyright Materials are not works made for hire or rights in the Copyright Materials do not automatically accrue to Licensor, Licensee irrevocably assigns and agrees to assign to Licensor the entire right, title and interest in and to any and all rights, including all copyrights and related rights, in such Copyright Materials, which the Licensee and the author of such Copyright Materials warrant and represent as being created by and wholly original with the author. Where applicable, Licensee agrees to obtain any other assignments of rights in the Copyright Materials from the author or third parties to Licensor.

Assignability. Except for an assignment and pledge of this Agreement to the collateral agent as security for the benefit of the Concessionaire’s lenders, this Agreement may not be assigned by Licensee without the prior written consent of Licensor. Nevertheless, the Licensed Trademarks are licensed to Licensee based upon Licensor’s belief that Licensee will properly utilize the Licensed Trademarks in a high quality manner. A Change in Control of Licensor, and any Transfer of the Concessionaire Interest in contravention of Article 17 of the Concession Agreement, will be considered an assignment subject to this Section 4.

No Sublicensing Rights. Except for a sublicense of the Licensed Trademarks to the Operator solely for the purpose of performing the Parking Services, Licensee may not authorize, permit or grant any sublicense to third parties to use the Licensed Trademarks; provided that the Operator shall not sublicense such sublicense to any party.

Third Party Infringements. Licensor may, at its own expense, challenge all unauthorized uses of the Licensed Trademarks or colorable imitations thereof and may prosecute infringers who may use or attempt to use the Licensed Trademarks or any trademark confusingly similar thereto. In this connection, Licensee shall cooperate with Licensor by assisting with the prosecution of lawsuits, providing available evidence and the like. In the event Licensor finds it necessary to institute legal proceedings affecting the rights acquired by Licensor under this Agreement, Licensee may employ counsel at its own expense to assist Licensor's effort.

Indemnification. Licensee agrees to indemnify, hold harmless and defend Licensor, its Board of Trustees, officers, employees, agents and any related entities with legal counsel acceptable to Licensor and the Ohio Attorney General from and against all demands, claims, injuries, losses, damages, actions, suits, causes of action, proceedings, judgments, liabilities and expenses, including attorneys' fees, court costs and other legal expenses, arising out of or connected with Licensee's use of the Licensed Trademarks. No approval by Licensor of any action by Licensee shall affect any right of Licensor to indemnification hereunder. Licensee acknowledges that it will have no claims against Licensor for any damage to property or injury to persons arising out of Licensee's use of the Licensed Trademarks.

Use of the Licensed Trademarks. Use of the Licensed Trademarks by Licensee pursuant to this Agreement shall inure solely to the benefit of Licensor. Licensee acknowledges and agrees that the Licensed Trademarks are the sole and exclusive property of Licensor and that Licensee shall not acquire any right, title, or interest in or to the Licensed Trademarks as a result of this Agreement (other than the licenses expressly granted it hereunder), and that all use of the Licensed Trademarks by Licensee and all goodwill generated thereby inures to the benefit of Licensor. Licensee agrees to cooperate with Licensor in the prosecution of any trademark or

copyright application that Licensor may desire to file for services or in the conduct of any litigation relating to the Licensed Trademarks or Copyright Materials. Licensee shall supply to Licensor reasonable samples, advertisements, financial information and similar material and, upon Licensor's request, shall provide evidence, give testimony and cooperate with Licensor as may reasonably be required in connection with any such application. Licensee agrees to assign any and all trademark or service mark applications (Federal or state) that it may have already filed for any of the Licensed Trademarks referred to herein. Licensor shall prepare the assignments at its own expense and Licensee shall execute them and return them to Licensor in a prompt fashion. Licensee shall not register any trademarks or service marks which include the Licensed Trademarks without the prior written consent of Licensor.

Term and Termination. So long as Licensee complies with all the terms and conditions of this Agreement, it shall continue in full force and effect for the Term of the Concession Agreement. In the event of a material breach of this Agreement by Licensee and a failure to cure same within thirty (30) days of written notice to Licensee, Licensor may terminate this Agreement immediately thereafter by mailing a written notice of termination to Licensee. Upon termination of this Agreement for any reason, Licensee shall immediately discontinue all use of the Licensed Trademarks.

Licensor may terminate this Agreement in the event that Licensor determines Licensee is using the Licensed Trademarks in a way that Licensor deems to be immoral, lewd, obscene or offensive to the educational image of Licensor. In the event that Licensor determines that Licensee has violated this provision, Licensor agrees to give Licensee the opportunity to correct the objectionable activities within thirty (30) days after sending Licensee written notice.

Bankruptcy. This Agreement shall immediately terminate upon bankruptcy, receivership, or assignment for the benefit of creditors of Licensee.

Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not effect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein. The parties agree that each party and its counsel has reviewed this Agreement and the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Entire Agreement. This Agreement and the Concession Agreement contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications in respect of such subject matter. In the event of any ambiguity or conflict between the terms hereof and the Concession agreement, the terms of the Concession Agreement will be governing and controlling. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed by each of the parties hereto.

Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Ohio (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

Waiver. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and

only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

Nature of Relationship. Nothing herein shall be construed to place the parties in a relationship of agency, partners, joint venturers, affiliate or employee, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

Notices. All communications, notices, and exchanges of information contemplated herein or required or permitted to be given hereunder shall be given in accordance with Section 20.1 of the Concession Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the day and year first above written.

THE OHIO STATE UNIVERSITY

By: _____
Printed: _____
Its: _____

[NAME OF LICENSEE]

By: _____
Printed: _____
Its: _____

EXHIBIT A

Licensed Trademarks

Please see the attached PDF.

OHIO STATE UNIVERSITY

FULL-COLOR REPRESENTATIONS

PRIMARY LOGOS - ATHLETIC "O"

3-Color



1-Color



Outline



PRIMARY USAGE

Three Color Logos:

The preferred use of the Athletic "O" Identity is the three color version. These color versions should only be used on the color backgrounds shown for each. Prior approval must be obtained to use this logo in any other way than shown.

SECONDARY USAGE

One Color Logos:

The Athletic Identity may be used as a one color version in any of the Ohio State approved colors only when the three color version is not practical. The acceptable variations are shown here. The all OSU Black version is very useful on light unofficial colors. The all OSU White version is very useful on dark unofficial colors. (Background color not included in art download).

Outline Logos:

The Athletic Identity has a white outline version which is very useful in maintaining the typical look of the logo on a white background while placing it on another color. It also works well for placing the logo on complex photos or backgrounds. This outline version may be placed on any color or background and must include the ® symbol (Background color not included in art download).

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
OSU Scarlet	For OSU Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
OSU Gray	For OSU Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
OSU Black	For OSU Black, use Pantone® Process Black	

Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

OHIO STATE UNIVERSITY

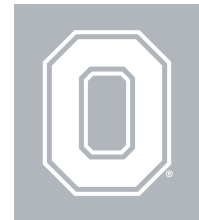
FULL-COLOR REPRESENTATIONS

SECONDARY LOGO - BLOCK "O"

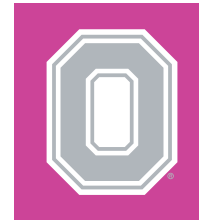
2-Color



1-Color



Outline



ABOUT THIS LOGO:

The Block "O" is based on the traditional letter long awarded to varsity athletes of the Ohio State University. In order to be true to this traditional letter award the proportions are slightly different than the proportions of the Block "O" featured in the Ohio State Athletic "O" Identity.

RESTRICTIONS:

- Safe zone around the Block O which is equal to 1/4 of the height of the Block "O" itself.
- This logo should not be used smaller than 3/8" wide.
- Never use team names with any logos other than the Athletic Identity.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions© Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
OSU Scarlet	For OSU Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
OSU Gray	For OSU Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
OSU Black	For OSU Black, use Pantone® Process Black	

Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

OHIO STATE UNIVERSITY

FULL-COLOR REPRESENTATIONS

SECONDARY LOGOS - ATHLETIC MARKS

2-Color



1-Color



Outline



COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
OSU Scarlet	For OSU Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
OSU Gray	For OSU Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
OSU Black	For OSU Black, use Pantone® Process Black	

Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

OHIO STATE UNIVERSITY

FULL-COLOR REPRESENTATIONS

SECONDARY LOGOS - FOOTBALL HELMET



ABOUT THIS LOGO:

This logo replicates the Ohio State football helmet and was developed to promote a consistent image of the helmet. The helmet must have at least three Helmet Decals. Decals are placed on helmet starting on left side, back to front.

RESTRICTIONS:

- Safe zone around the helmet which is equal to 1/3 of the height of the logo itself.
- This logo should not be smaller than 1/2" wide.

HELMET DECALS



ABOUT THIS LOGO:

This round white decal, about the size of a quarter, with a green depiction of a buckeye leaf, is applied to Ohio State football helmets for big plays and consistency on the field. This tradition started in 1968 when Woody Hayes and longtime trainer Ernie Biggs changed the look of the Ohio State uniforms.

RESTRICTIONS:

- At least three Helmet Decals must be shown when used on the helmet.
- Decals are placed on helmet starting on left side, back to front.
- The Helmet Decal should never be used without the solid white circle.
- When used on a white background a gray outline is included in the art.
- Safe Zone should be 1/3 of the height of the logo itself.
- Should not be used smaller than 1/2" wide.
- Never add a rule to the background circle when the decal is placed on a color background other than white.
- Never use a color other than white for the background circle.
- Never use the buckeye leaf without the containing circle.



COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
OSU Scarlet	For OSU Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
OSU Gray	For OSU Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
OSU Helmet Green	For OSU Helmet Green, use Pantone® 349	C:100% M:0% Y:91% K:42%
OSU Helmet Gray	For OSU Helmet Gray, use 50% of Pantone® Process Black	
OSU Black	For OSU Black, use Pantone® Process Black	

Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
 For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

COMMERCIAL SEAL



ABOUT THIS LOGO:

The Commercial Seal is a variation of the university's official seal which is used only for the President of the University and Board of Trustees.

RESTRICTIONS:

- This logo is restricted for use in certain product applications.
- Prior authorization is required for use of this logo.
- A safe zone has been established around the Commercial Seal which is equal to 1/3 of the height of the logo itself.
- The logo should not be used smaller than 3/4" wide.
- No other elements, trims, folds or edges should come into this space around the logo.
- This allows the logo a clear, uncluttered space in which to operate.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
OSU Scarlet	For OSU Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
OSU Gray	For OSU Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
OSU Spot White	For OSU Spot White, use Pantone® 871	
OSU Black	For OSU Black, use Pantone® Process Black	

Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

OHIO STATE UNIVERSITY

FULL-COLOR REPRESENTATIONS

INSTITUTIONAL MARKS

Primary



Secondary



ABOUT THIS LOGO:

This logo serves as Ohio State's institutional graphic identity mark. It is used on all university letterhead, business cards, business forms and documents. It provides a graphic identification for all academic and administrative departments. Other supporting Ohio State art should only be used in a secondary fashion to this primary identity.

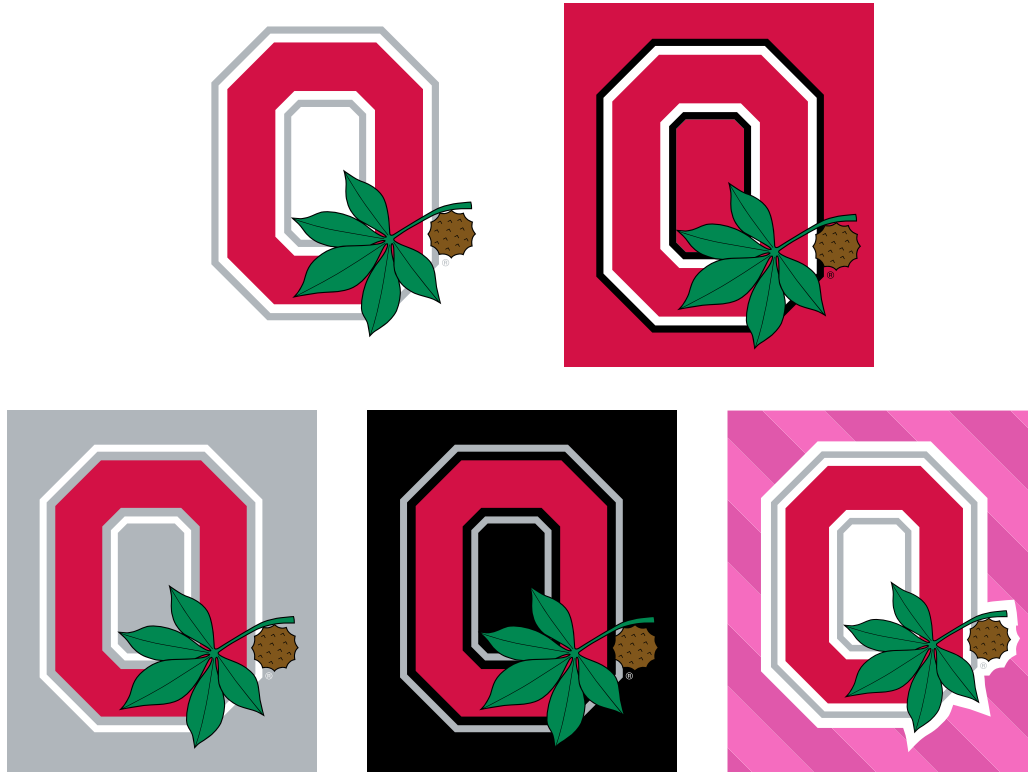
COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
OSU Scarlet	For OSU Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
OSU Gray	For OSU Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
OSU Black	For OSU Black, use Pantone® Process Black	

Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

BLOCK "O" WITH LEAF MARKS



ABOUT THIS LOGO:

The Block "O" with Leaf design is a variation of the traditional Block "O" design. The buckeye leaf is from the state tree of Ohio, the buckeye tree. The pods below the leaves produce a dark brown seed of about an inch or more in diameter that resembles the eye of a deer (thus "buck" eye). There are four color combinations for this logo which are created for use on specific color backgrounds and must be used on those specific background colors. Background color not included in art.

RESTRICTIONS:

- It is not permissible to use this mark with the Athletic Identity mark.
- Never reproduce the logo with only one color.
- Never use team names with the Block O Leaf design.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
OSU Scarlet	For OSU Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
OSU Gray	For OSU Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
OSU Leaf Green	For OSU Leaf Green, use Pantone® 348	C:100% M:0% Y:85% K:24%
OSU Buckeye Brown	For OSU Buckeye Brown, use Pantone® 463	C:30% M:60% Y:100% K:40%
OSU Black	For OSU Black, use Pantone® Process Black	

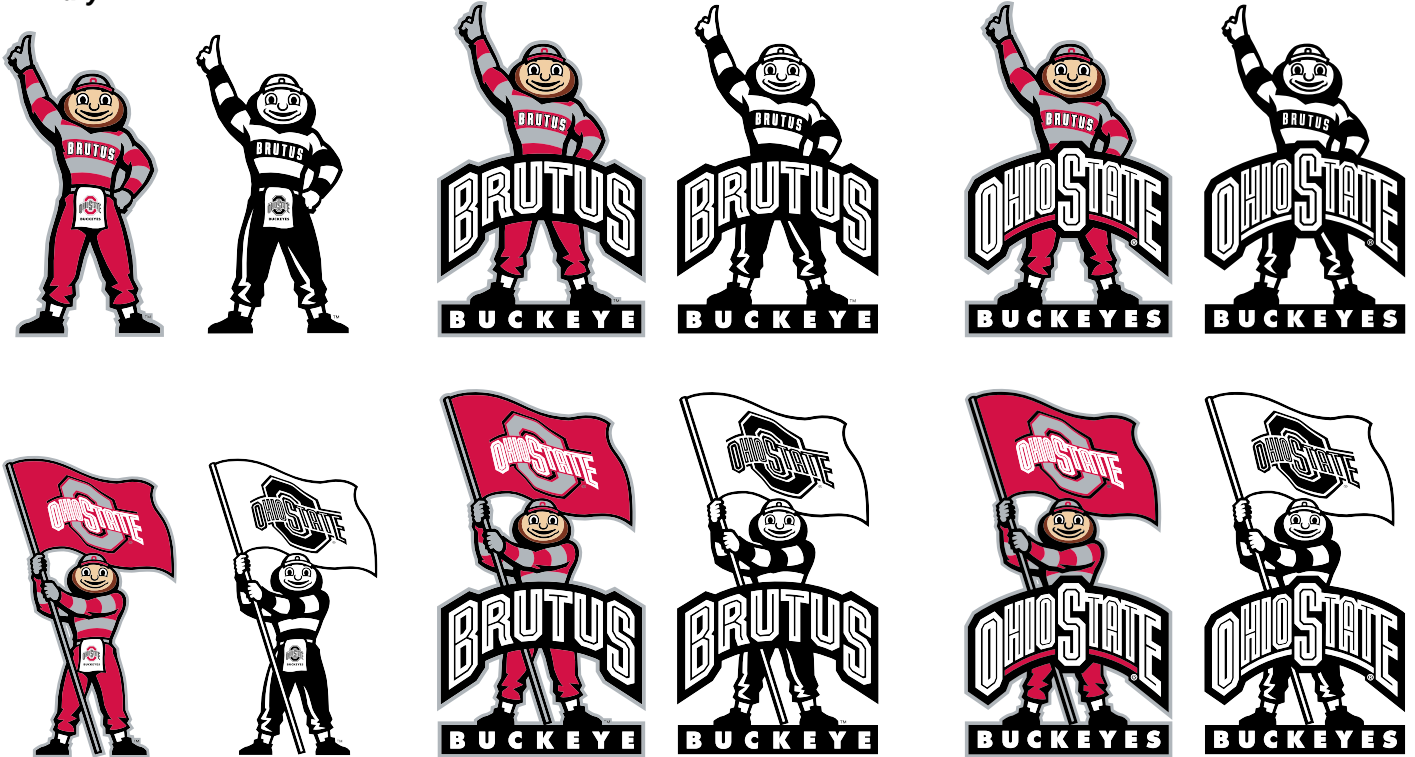
Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

OHIO STATE UNIVERSITY

FULL-COLOR REPRESENTATIONS

BRUTUS BUCKEYE

Primary



ABOUT THIS LOGO:

Brutus Buckeye serves as the university's mascot, and has undergone many changes through the years. The actual mascot is most visible at athletic events, but represents the university at many other functions throughout the year. This logo is acceptable for most commercial applications, and may accompany most other university marks in designs. It's the only university logo that may be used in conjunction with the Athletic "O" Identity mark.

RESTRICTIONS:

- This mark is represented in a Full Color version with a secondary black and white version permissible when the full color version is not feasible.
- No alterations or changes can be made without prior approval from Ohio State Trademark & Licensing Services.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions© Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
Brutus Scarlet	For Brutus Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
Brutus Gray	For Brutus Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
Brutus Head Brown	For Brutus Head Brown, use Pantone® 478	C:40% M:90% Y:100% K:30%
Brutus Face Tan	For Brutus Face Tan, use Pantone® 727	C:0% M:15% Y:34% K:5%
Brutus Black	For Brutus Black, use Pantone® Process Black	
Brutus White	For Brutus White, use White	

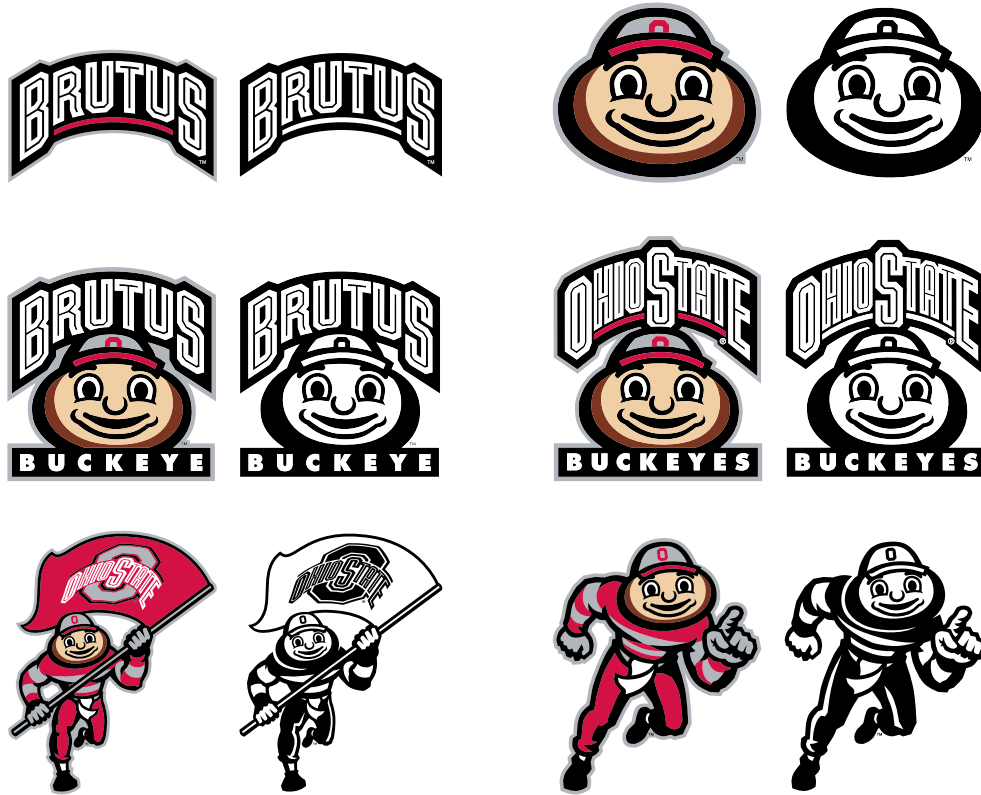
Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

OHIO STATE UNIVERSITY

FULL-COLOR REPRESENTATIONS

BRUTUS BUCKEYE (CONTINUED)

Secondary



ABOUT THIS LOGO:

Brutus Buckeye serves as the university's mascot, and has undergone many changes through the years. The actual mascot is most visible at athletic events, but represents the university at many other functions throughout the year. This logo is acceptable for most commercial applications, and may accompany most other university marks in designs. It's the only university logo that may be used in conjunction with the Athletic "O" Identity mark.

RESTRICTIONS:

- This mark is represented in a Full Color version with a secondary black and white version permissible when the full color version is not feasible.
- No alterations or changes can be made without prior approval from Ohio State Trademark & Licensing Services.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
Brutus Scarlet	For Brutus Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
Brutus Gray	For Brutus Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
Brutus Head Brown	For Brutus Head Brown, use Pantone® 478	C:40% M:90% Y:100% K:30%
Brutus Face Tan	For Brutus Face Tan, use Pantone® 727	C:0% M:15% Y:34% K:5%
Brutus Black	For Brutus Black, use Pantone® Process Black	
Brutus White	For Brutus White, use White	

Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

OHIO STATE UNIVERSITY

FULL-COLOR REPRESENTATIONS

ADDITIONAL INFORMATION

Location: Columbus, Ohio
Established Date: 1870
Conference: Big Ten Conference
Nickname: Buckeyes

Official Wordmarks:

All wordmarks are available for commercial use subject to approval from Ohio State Trademark & Licensing Services. Use of stylized fonts or typefaces are permitted in the printing of the wordmarks. Of course, the use of the official Ohio State colors and the official Ohio State typeface is strongly suggested.

VERBIAGE*

Ohio State University ®
The Ohio State University ®
Ohio State ®
Ohio State Buckeyes ®
Buckeyes ®
OSU ®

Go Bucks!™
Brutus™
Brutus Buckeye™
TBDBITL™
Scarlet and Gray Fridays™

Buckeyes:

The University's nickname, derived from the state tree, the buckeye tree. Also the nickname for residents of the State of Ohio. When used in reference to the university, the name is a trademark.

Go Bucks!:

A popular Ohio State University cheer

Brutus Buckeye:

Brutus, whose head resembles the nutlike seed of a buckeye tree, is the university mascot.

TBDBITL:

A traditional acronym for the Ohio State University's marching band, often referred to as "The Best Damn Band In The Land"

© denotes registration in the US Patent and Trademark Office.

*non-exhaustive listing.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
OSU Scarlet	For OSU Scarlet, use Pantone® 200	C:0% M:100% Y:63% K:12%
OSU Gray	For OSU Gray, use Pantone® 429	C:3% M:0% Y:0% K:32%
OSU Black	For OSU Black, use Pantone® Process Black	

Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

USAGE GUIDELINES

So that Ohio State University can maintain the design integrity of all identity marks and maximize each mark's effectiveness as an identifier, it is mandatory that all marks be applied as indicated in this manual without modification. The marks are not to be altered in any way.

- Never use an unapproved color combination on the logo.
- Never switch the approved colors of the logo.
- Never change the color of the optional outline art.
- Never add a drop shadow to any of the logos.
- Never re-proportion, re-size or redraw any part of the logos.
- Never use three color logo art in two colors.
- Never use any logo without the white outline on a complex background.
- Never use any logo on a non-Ohio State color without the white outline.
- Never add a starburst or other graphic element to any of the logos.
- Never add graphic patterns to the solid color areas of the logos.
- Never add a distressed look to any of the logos.
- Never use lower case type for a team name with the Athletic Identity.
- Never use a type face other than Futura Extra Bold for a team name with the Athletic Identity.
- Never change the specified location of a text block or team name.
- Never use an unapproved, non varsity team name with the Athletic Identity.
- Never use team names with any logo other than the Athletic Identity.

Use of The Ohio State University name (including the names of colleges, schools, or other units), logo and insignia, or other artwork associated with The Ohio State University by an independent organization or person is prohibited, unless specifically authorized by the Office of Trademark and Licensing. Please contact the Office of Trademark and Licensing at (614) 292-1562 for more information.

Collegiate Licensed Product Label Information:

We proudly support the Collegiate Licensed Product label and require that all manufacturers display the CLP label on products bearing licensed marks. Download the CLP vector artwork and the CLP Graphics Standards Guide.

COLOR INFORMATION

The colors shown on this page have not been evaluated by Pantone, Inc. for accuracy and may not match the PANTONE Color Standards. Consult current PANTONE Publications for accurate color. PANTONE® and other Pantone, Inc. trademarks are the property of Pantone, Inc. Portions © Pantone, Inc., 2006.

UNIVERSITY COLORS	PANTONE® COLORS	PROCESS COLORS
OSU Scarlet	<i>For OSU Scarlet, use Pantone® 200</i>	C:0% M:100% Y:63% K:12%
OSU Gray	<i>For OSU Gray, use Pantone® 429</i>	C:3% M:0% Y:0% K:32%
OSU Black	<i>For OSU Black, use Pantone® Process Black</i>	

Reproduction of any logos or wordmarks is prohibited without the approval of Ohio State University
For licensing information, please contact Ohio State at 614-292-1562 or <http://trademarklicensing.osu.edu>.

SCHEDULE 7

FORM OF LEGAL OPINION OF COUNSEL TO THE UNIVERSITY

FORM OF LEGAL OPINION TO CONCESSIONAIRE

[Letterhead of counsel to The Ohio State University]

_____, 2012

[
[
[

Re: Long-Term Lease and Concession Agreement for The Ohio State University Parking System

Ladies and Gentlemen:

We have acted as special counsel to The Ohio State University, a state university existing under Sections 3335.01 and 3345.011 of the Ohio Revised Code (the "University"), in connection with the Long-Term Lease and Concession Agreement for The Ohio State University Parking System, dated _____, 2012 (the "Concession Agreement"), between the University and _____ (the "Concessionaire"). This opinion letter is delivered to you pursuant to Section 2.4(a) of the Concession Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings assigned to such terms in the Concession Agreement, and the term "state university" as used herein has the meaning ascribed to it in Section 3345.011 of the Ohio Revised Code. With your permission, all assumptions and statements of reliance herein have been made without any independent investigation on our part except to the extent, if any, otherwise expressly stated herein, and we express no opinion with respect to the subject matter or accuracy of the assumptions or items upon which we have relied.

In connection with the opinions expressed herein, we have examined the following documents:

- (i) an executed copy of the Concession Agreement;
- (ii) an executed copy of the Memorandum of Lease Agreement, dated the same date as this letter ("Memorandum of Lease" and, together with the Concession Agreement, the "Transaction Documents"), by and between the University and the Concessionaire;
- (iii) a copy of the by-laws of the Board of Trustees of the University (the "By-Laws"), certified to us as of the date hereof by an officer of the University as being true, correct and complete, not having been amended, modified, supplemented or repealed, and in full force and effect; and

(iv) a copy of (a) extracts from minutes of the Board of Trustees of the University (Resolution No. 2012-14), dated as of September 9, 2011 and entitled “Authorization for a Long-Term Lease and Concession with Respect to the University’s Parking System” and (b) extracts from minutes of the Board of Trustees of the University (Resolution No. _____), dated as of _____ and entitled _____ (together, the “Resolutions”), certified to us as of the date hereof by an officer of the University as being duly authorized and adopted by the Board of Trustees of the University, being extracts from minutes of all meetings of the Board of Trustees, and all recorded minutes of any of its committees, pertaining to the Concession Agreement or consummation of the transactions contemplated thereby.

In all such examinations, we have assumed the legal capacity of all natural persons executing documents, the genuineness of all signatures (other than those of the University) on the Transaction Documents, the authenticity of original and certified documents, and the conformity to original or certified copies of all copies submitted to us as conformed or reproduction copies. Without limiting the foregoing, we have assumed that all public records furnished to us (including, without limitation, the Resolutions and the By-Laws) are true, correct, and complete copies thereof and that such records have not been amended, modified or supplemented. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assume the accuracy of, representations and warranties contained in the Transaction Documents and certificates and oral or written statements and other information of or from representatives of the University and others, and we assume compliance on the part of the University with its covenants and agreements contained therein.

Based upon the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

- (a) The University is a state university existing under the laws of the State of Ohio.
- (b) The University has the power and authority under Ohio law to enter into the Transaction Documents and to perform its obligations under the Concession Agreement.
- (c) The execution and delivery to the Concessionaire by the University of the Transaction Documents and the performance by the University of its obligations under the Concession Agreement have been duly authorized by all necessary action on behalf of the University.
- (d) The Transaction Documents have been duly executed and delivered on behalf of the University, and the Concession Agreement constitutes a valid and binding obligation of the University, enforceable against the University in accordance with its terms.
- (e) You have requested our advice as to whether a state court of the State of Ohio would give effect to the choice of law provision contained in Section 20.06 of the Concession Agreement (collectively, the “Choice of Law Provision”). In general, Ohio courts have validated contractual choice of law stipulations, subject to certain limitations described below. *See, e.g., Jarvis v. Ashland Oil, Inc.*, 478 N.E.2d 786 (Ohio 1985); and *Schulke Radio Prod., Ltd. v. Midwestern Broad. Co.*, 453 N.E.2d 683 (Ohio 1983). In the Schulke Radio case, the Ohio

Supreme Court followed a test based on the Restatement (Second) of Conflict of Laws § 187 (1971), which provides that the parties may choose the law applicable to a contract unless (i) the jurisdiction whose law is chosen has no substantial relationship to the parties or to the transaction, and there is no other reasonable basis for the parties' choice or (ii) the application of the chosen law would be contrary to a fundamental policy of a jurisdiction which has a materially greater interest than the chosen jurisdiction and such other jurisdiction's law would be applicable in the absence of the parties' choice. While we are aware of no case that presents facts identical to those involved in the transactions contemplated by the Concession Agreement, we believe that, in a properly presented case, an Ohio court (or a federal court located in Ohio) applying Ohio law would, under the conflict of laws principles observed by the courts of Ohio, give effect to the choice of the law of Ohio set forth in the Choice of Law Provision.

(f) The execution and delivery to the Concessionaire by the University of the Transaction Documents and the performance by the University of its obligations under the Concession Agreement do not require under present law, or present regulation of any governmental agency or authority, of the State of Ohio, any filing or registration by the University with, or approval or consent to the University of, any governmental agency or authority of the State of Ohio that has not been made or obtained except those required in the ordinary course of business in connection with the performance by the University of its obligations under certain covenants contained in the Concession Agreement.

The opinions set forth above are subject to the following limitations, qualifications and assumptions:

A. Our opinions in paragraph (d) above are subject to: (i) any applicable bankruptcy, insolvency, reorganization, fraudulent transfer and conveyance, voidable preference, moratorium, receivership, conservatorship (including, without limitation, Section 3345.74 *et seq.* of the Ohio Revised Code), arrangement or similar laws, and related regulations and judicial doctrines, from time to time in effect affecting creditors' rights and remedies generally or affecting the rights and remedies of creditors of a state university; (ii) general principles of equity (including, without limitation, standards of materiality, good faith, fair dealing and reasonableness, equitable defenses, the exercise of judicial discretion and limits on the availability of equitable remedies, including without limitation specific performance), whether such principles are considered in a proceeding at law or in equity; and (iii) the qualification that certain other provisions of the Concession Agreement may be subject to limitations or rendered unenforceable, in either case, in whole or in part under the laws (including judicial decisions) of the State of Ohio, but such limitations or unenforceability, as the case may be, do not make the remedies that will be afforded to the Concessionaire inadequate for the practical realization of the substantive benefits purported to be provided to the Concessionaire by the Concession Agreement, in each case, subject to the other limitations, qualifications and assumptions set forth in this opinion letter.

B. We express no opinion as to the enforceability of any provision in the Concession Agreement:

(i) establishing standards for the performance of the obligations of good faith, diligence, reasonableness and care prescribed by any applicable laws;

(ii) relating to indemnification, contribution, exculpation or provisions of similar effect (a) in connection with violations of any securities laws or statutory duties or public policy, (b) relating to the performance or nonperformance of a public duty, or (c) in connection with willful, reckless or unlawful acts or gross negligence of the indemnified or exculpated party or the party receiving contribution;

(iii) providing that any person or entity may exercise set-off rights other than in accordance with and pursuant to applicable law;

(iv) purporting to confer, or constituting an agreement with respect to, the jurisdiction of any court or courts to adjudicate any matter, except that we note that Section 3335.03(B) of the Ohio Revised Code provides the following: “[e]xcept as specifically provided in division (A)(2) of section 2743.03 of the Revised Code, the court of claims has exclusive, original jurisdiction of all civil actions against the Ohio state university board of trustees”;

(v) purporting to create a trust or other fiduciary relationship;

(vi) specifying that provisions thereof may be waived only in writing, to the extent that an oral agreement or an implied agreement by trade practice or course of conduct has been created that modifies any provision of the Concession Agreement;

(vii) providing for the payment of attorneys’ fees;

(viii) waiving any statute of limitations;

(ix) restricting the University from access to legal or equitable remedies;

(x) providing for mediation;

(xi) relating to the liability of or damages with respect to the University, the Board of Trustees of the University or any employees or agents of the University to the extent the liability of or damages with respect to such entities or individuals is prescribed or limited by Sections 3345.12, 3345.122 and 3345.40 of the Ohio Revised Code; and

(xii) relating to capital improvements with respect to the Parking System, to the extent such capital improvements are not administered in accordance with applicable law.

C. We note that our opinions in paragraph (d) above as they relate to indemnification, contribution, exculpation or provisions of similar effect in the Concession Agreement are limited by Section 12.12 of the Concession Agreement and applicable law.

D. Our opinions as to enforceability are subject to the effect of generally applicable rules of law that:

(i) provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected; and

(ii) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange, or that permit a court to reserve to itself a decision as to whether any provision of any agreement is severable.

E. We express no opinion as to the enforceability of any purported waiver, release, variation, disclaimer, or other agreement to similar effect (all of the foregoing, collectively, a “Waiver”) by the University under the Concession Agreement to the extent limited by any provisions of applicable law (including judicial decisions), or to the extent that such a Waiver applies to a right, claim, duty or defense or a ground for, or a circumstance that would operate as, a discharge or release otherwise existing or occurring as a matter of law (including judicial decisions), except to the extent that such a Waiver is effective under and is not prohibited by or void or invalid under any provisions of applicable law (including judicial decisions).

F. We express no opinions whatsoever as to any matters relating to: (i) the creation, attachment, perfection or priority of any security interests, liens, restrictions, mortgages easements or other encumbrances referenced in, or intended or purported to be created pursuant to, the Transaction Documents; (ii) the existence of any security interests, liens, restrictions, mortgages, easements or other encumbrances with respect to all or any part of the Parking System; and (iii) the status of title to all or any part of the Parking System.

G. To the extent it may be relevant to the opinions expressed herein, we have assumed that the parties to the Transaction Documents (other than the University) have the power to enter into and perform such documents and to consummate the transactions contemplated thereby, that such parties have complied with all federal and state laws and regulations applicable to them, and that such documents have been duly authorized, executed and delivered by, and constitute legal, valid and binding obligations of, such parties. For purposes of our opinions above insofar as they relate to the University, except as expressly otherwise provided in the opinions above with respect to Ohio law, we have assumed that the University has obtained all requisite third party and governmental authorizations, consents and approvals, and made all requisite filings and registrations, necessary to execute, deliver and perform the Transaction Documents. Except for the opinions provided above, we express no opinion and make no statements concerning any state or federal law, rule, regulation, order, decree, judgment, instrument or agreement binding upon or applicable to the University or its properties.

H. The opinions expressed in this opinion letter are limited to the laws of the State of Ohio. Without limitation, we express no opinion as to environmental, securities, pension or benefit, labor, antitrust or unfair competition laws; the statutes, ordinances, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction (including, without limitation, zoning, subdivision or other development related laws or rules); or tax laws, including without limitation, franchise, income, transfer, mortgage, or other taxes.

I. Our opinions are limited to those expressly set forth herein, and we express no opinions by implication. This opinion letter speaks only as of the date hereof and we have no responsibility or obligation to update this opinion letter, to consider its applicability or

correctness to any person or entity other than its addressee, or to take into account changes in law, facts or any other developments of which we may later become aware.

J. The opinions expressed herein are solely for the benefit of the addressee hereof, solely in connection with the transaction referred to herein and may not be relied on by such addressee for any other purpose or in any manner or for any purpose by any other person or entity.

Very truly yours,

FORM OF UNIVERSITY COUNSEL OPINION LENDER RELIANCE LETTER

_____, 2012

Re: Opinion Letter

Ladies and Gentlemen:

As special counsel to The Ohio State University, a state university existing under Sections 3335.01 and 3345.011 of the Ohio Revised Code, we agree that, at the request of the Concessionaire, you may rely, in your capacity as the secured party under that certain [Leasehold Mortgage], dated _____, 2012, from the Concessionaire for your benefit (the "Mortgage"), upon the opinions contained in our opinion letter, dated _____, 2012, a copy of which is attached hereto as Annex A (the "Opinion Letter"). The opinions set forth in the Opinion Letter are subject to all applicable limitations, qualifications, and assumptions set forth in such Opinion Letter, as if such Opinion Letter had been addressed to you. Except as otherwise defined herein, initially capitalized terms used and not otherwise defined herein have the meaning set forth in the Opinion Letter.

This letter is furnished by us to you solely for your benefit in your capacity as secured party under the Mortgage, upon the understanding that we are not hereby assuming any professional responsibility to you in any other capacity or to any other entity or person whatsoever, and that this letter is not to be used, circulated, quoted, or otherwise referred to for any other purpose whatsoever.

Very truly yours,

Annex A
Opinion Letter

FORM OF OPINION OF SPECIAL COUNSEL TO THE OHIO STATE UNIVERSITY

[LETTERHEAD OF BRICKER & ECKLER LLP]

(Date)

(Addressees)

Re: Long-Term Lease and Concession Agreement for The Ohio State University Parking System date as of (_____) (the “Concession Agreement”) between The Ohio State University (the “University”) and _____ (the “Concessionaire”).

Ladies and Gentlemen:

We have acted as special counsel to the University in connection with certain matters relating to the captioned Concession Agreement. This opinion is being rendered pursuant to Section 2.4(a)(iv) of the Concession Agreement. Terms used herein with initial capitalization where the rules of grammar would not otherwise so require and not defined herein shall have the respective meanings given them in the Concession Agreement and the within-defined Indenture.

In connection with such representation, we have examined the following:

- (a) An executed counterpart of the Concession Agreement; [and]
- (b) An executed counterpart Amended and Restated Trust Indenture dated as of December 1, 1999, as the same has been supplemented and amended from time to time (collectively, the “Indenture”) between the University and The Huntington National Bank[.]; [and]
- (c) (List of applicable documents reviewed)

Please be advised that we have relied upon representations made in the foregoing documents as to various questions of fact material to the matters set forth below, and that we have not assumed any responsibility for making any independent investigation or verification of any factual matter stated in or represented by any of the foregoing documents or any other factual matter, except to obtain where we deemed appropriate written representations or certificates of the University’s officers or appropriate public officials. We have not been engaged or undertaken to render any opinion with respect to the Concession Agreement, including but not limited to the authorization, performance, binding effect or enforceability of the Concession Agreement whatsoever and we expressly disclaim any responsibility with respect to such or any similar matter and express no opinion and make no representation relating thereto.

We have assumed, with your consent, that with respect to the transactions contemplated by the Concession Agreement, (i) there has been no mutual mistake of fact and there exists no fraud or duress; (ii) the transactions contemplated by the Concession Agreement comply with any test of

good faith or fairness/conscionability required by applicable law; (iii) there are no other agreements or understandings among the parties that would materially modify the terms of the Concession Agreement or the respective rights or obligations of the parties thereunder; (iv) the Concession Agreement has been duly authorized, executed and delivered and constitutes the valid and binding obligation of the respective parties thereto, enforceable in accordance with its terms; and (v) the execution, delivery and performance of the Concession Agreement do not violate the terms of or constitute a default under any agreement or document binding upon either party thereto, or any law, statute regulation or rule binding upon either party.

We bring to your attention the fact that we are admitted to the bar of the State of Ohio and the opinions herein are limited to the laws of the State of Ohio and the federal laws of the United States of America. We have undertaken no investigation of and express no opinion as to the laws of any other jurisdiction other than the laws of the State of Ohio and the federal laws of the United States of America, and written regulations thereunder, and reported cases of courts thereof. We have also assumed, for purposes of issuing this letter, that insofar as the laws of any other jurisdiction are applicable to the matters set forth below, such laws (including applicable conflict of laws provisions) are identical to and will be interpreted in all respects in the same manner as the laws of the State of Ohio.

Based upon and subject to our examination of the foregoing, we advise you as follows:

1. The Indenture does not constitute an Encumbrance on the Parking System.
2. Revenues from the operation of the Parking System to which the Concessionaire is entitled and which it receives pursuant to the Concession Agreement during its term are not General Receipts subject to the lien of the Indenture.

Please be advised that the opinions set forth in this letter specifically do not address (i) Federal Reserve Board margin regulations, (ii) pension and employee benefit laws and regulations, (iii) federal and state antitrust and unfair competition laws and regulations, (iv) federal and state laws and regulations concerning filing requirements (e.g., Hart-Scott-Rodino and Exon-Florio) other than filing requirements imposed by the Code, (v) compliance with fiduciary duty requirements, (vi) federal and state environmental laws and regulations, (vii) federal and state land use and subdivision laws and regulations, and (viii) except as expressly set forth in the opinions above, federal and state laws and regulations concerning the creation, attachment, perfection, priority or enforcement of a lien or security interest in personal property. In addition, we have not reviewed, nor do we in any way pass upon compliance with, any ordinances (or regulations thereunder) of any county, municipality, township or other political subdivision of the State of Ohio, including without limitation any ordinance or regulation requiring any zoning, planning, building, occupancy or other similar approval or permit.

Please be further advised that we have not made or undertaken to make any investigation of the state of title to any property subject to the Concession Agreement and we have not given and nothing contained herein shall be construed to express an opinion or make any representation concerning the title or ownership of any property purported to be subject to the Concession Agreement, nor the status of any liens or encumbrances thereon, other than as expressly set for in

opinions 1. and 2., both inclusive, above. We have not been requested to render, and with your permission we do not express, any opinion as to the applicability of Section 548 of the Bankruptcy Code or any other fraudulent conveyance or transfer laws.

Our opinions contained herein are rendered only as of the date hereof and we undertake no obligation to update our opinions after the date hereof. We bring to your attention the fact that our legal opinions are an expression of judgment and not a guaranty of a result.

This letter, and the legal opinions and factual representations herein, are intended for the information solely of the addressees hereof and solely for the purposes of the transactions contemplated by the Concession Agreement and are not to be relied upon by any other person or entity, or for any other purpose, or quoted in whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or other administrative agency or other person or entity for any purpose without the prior written consent of this firm.

Respectfully submitted,

FORM OF BOND COUNSEL OPINION LENDER RELIANCE LETTER

_____, 2012

(Addressee)

Re: Opinion of Bricker & Eckler LLP date _____, 2012

Ladies and Gentlemen:

As special counsel to The Ohio State University, a state university existing under Sections 3335.01 and 3345.011 of the Ohio Revised Code, we rendered the opinion attached hereto as Annex A (the "Opinion"). This letter is to inform you that you are permitted to rely on the Opinion to the same extent, and subject to the same limitations as if it were addressed to you. Except as otherwise defined herein, initially capitalized terms used and not otherwise defined herein have the meaning set forth in the Opinion.

This letter is furnished by us to you solely for your benefit in your capacity as secured party in connection with the transaction contemplated by the Opinion. In connection with this letter and the Opinion, be advised that assuming any professional responsibility to you in any other capacity or to any other entity or person whatsoever, and that this letter is not to be used, circulated, quoted, or otherwise referred to for any other purpose whatsoever.

Very truly yours,

Annex A
Opinion Letter

SCHEDULE 8

FORM OF LEGAL OPINION OF COUNSEL TO THE CONCESSIONAIRE

Please see the attached PDFs.

June __, 2012

To Each of the Persons
Listed on Schedule A
Attached Hereto

Re: CampusParc LP

Ladies and Gentlemen:

We have acted as special Delaware counsel to CampusParc LP, a Delaware limited partnership (the "Company"), in connection with the Long-Term Lease and Concession Agreement for The Ohio State University Parking System, dated as of _____, 2012 (the "Concession Agreement"), by and between The Ohio State University and the Company. This opinion is being furnished pursuant Section 2.4(b)(iii) of the Concession Agreement. Capitalized terms used but not otherwise defined herein shall have their respective defined meanings assigned thereto in the Concession Agreement, except that reference herein to any instrument shall mean such instrument as is in effect on the date hereof.

For the purpose of this opinion, we have examined forms or copies identified to our satisfaction of the following documents:

- (a) the Concession Agreement;
- (b) the Memorandum of Lease (the documents described in items (a) and (b) above being collectively referred to as the "Transaction Documents");
- (c) a Certificate of Good Standing for the Company, dated the date hereof (the "Good Standing Certificate"), issued by the Secretary of State of the State of Delaware (the "Secretary of State");
- (d) a copy of a Certificate of the Officer of the Company, dated _____, 2012, substantially in the form attached hereto as Annex 1 (the "Officer's Certificate");
- (e) a copy, certified by the Secretary of State, of the Certificate of Limited Partnership of the Company filed with the Secretary of State on June 21, 2012;
- (f) a copy of the Limited Partnership Agreement of the Company, dated June 21, 2012, entered into by OSU Management GP Inc., as general partner, and OSU Holdco LP, as limited partner; and
- (g) a copy of the Written Consent of the General Partner of the Company, dated June 20, 2012, approving and confirming the Company's entry into, and authorizing the execution by the Company of, the Transaction Documents.

To Each of the Persons
Listed on Schedule A
Attached Hereto
_____, 2012
Page 2

For purposes of this letter, we have not reviewed any documents other than the documents referenced in paragraphs (a) through (g) above, including all exhibits, schedules and other attachments thereto. In particular, we have not reviewed and express no opinion as to any other document that may be referred to in any of the documents reviewed by us. The opinions in this letter relate only to the documents specified in such opinions, and not to any other document, whether or not referred to in any of such documents. We have assumed that there exists no provision in any document that we have not reviewed that bears upon or is inconsistent with or contrary to the opinions in this letter; provided, however, we are not aware of any provision that bears upon or is inconsistent with or contrary to the opinions in this letter. We have conducted no factual investigation of our own, and have relied solely upon the documents reviewed by us, the representations and warranties of the Company set forth in such documents, and the additional matters recited or assumed in this letter, all of which we assume to be true, complete, and accurate and none of which we have independently investigated or verified.

Based on the foregoing and upon an examination of such questions of law as we have considered necessary or appropriate, and subject to assumptions, exceptions and qualifications set forth herein, we advise you that, in our opinion:

1. The Company has been duly formed and is validly existing in good standing as a limited partnership under the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101 et seq.
2. The Company has all requisite limited partnership capacity, power and authority to execute, deliver and perform its obligations under the Transaction Documents and the Company has taken all necessary action to authorize its entry into, and delivery of, the Transaction Documents and the exercise of its rights and the performance of its obligations thereunder.
3. The Transaction Documents have been duly authorized, executed and delivered for and on behalf of the Company.
4. No consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of any governmental authority or agency of the State of Delaware is necessary for the validity of the Transaction Documents, or the entry into, delivery of, and performance by the Company of, and the exercise of its rights and the performance of its obligations pursuant to, the Transaction Documents to which it is a party.

To Each of the Persons
Listed on Schedule A
Attached Hereto

_____, 2012

Page 3

5. Neither the execution and delivery by the Company of the Transaction Documents to which it is a party, nor the consummation by the Company of the transactions contemplated thereby, nor the fulfillment of or compliance by the Company with the respective provisions thereof, conflicts with, or results in a breach of the terms, conditions or provisions of, or constitutes a default under, or results in a violation of, (i) any law of the State of Delaware (ii) any Agreement (as defined in the Officer's Certificate) or (iii) any Order (as defined in the Officer's Certificate).

The foregoing opinions are subject to the following assumptions, exceptions and qualifications:

A. The foregoing opinions are limited to the laws of the State of Delaware. We have not considered, and do not express any opinion on, the laws of any other jurisdiction.

B. We have assumed, except as expressly stated in the opinions set forth above with respect to the Company, (i) that each party (other than the Company) to the documents examined by us is validly existing under the laws of the jurisdiction governing its organization or formation and that each party is qualified to do business in each jurisdiction where such qualification is necessary, (ii) the legal capacity of natural persons who are signatories to the documents examined by us, and (iii) that each party (other than the Company) to the documents examined by us has all requisite power and authority to execute and deliver, and perform its obligations under, such documents, and has duly authorized, executed and delivered such documents.

C. We have assumed that all signatures on documents and instruments examined by us are genuine, that all documents and instruments submitted to us as originals are authentic, and that all documents and instruments submitted to us as copies conform with the originals, which facts we have not independently verified. We have further assumed the accuracy of any and all representations of fact expressed in the documents we have examined.

This opinion letter may be relied upon by you in connection with the matters set forth herein, subject to the understanding that (i) the opinions rendered herein are given on the date hereof and such opinions are rendered only with respect to laws, rules and regulations in effect as of such date, and (ii) we assume no obligation to advise you or any other Person of any changes to the foregoing subsequent to the delivery of this opinion letter. Without our prior written consent, this opinion letter may not be relied upon by or furnished to any other person or entity for any purpose; provided that this opinion may be furnished to your

To Each of the Persons
Listed on Schedule A
Attached Hereto

_____, 2012

Page 4

accounts, attorneys and to any governmental or regulatory body to the extent required by an applicable law or regulation.

Very truly yours,

LCL/pab

CAMPUSPARC LP

CERTIFICATE OF GENERAL PARTNER

I, [_____], an officer of OSU Management GP Inc. ("General Partner"), the General Partner of CampusParc LP (the "Company"), a Delaware limited partnership **CERTIFY THAT:**

1. attached hereto marked "A" is a true and complete copy of the Certificate of Formation of the Company dated _____;
2. attached hereto marked "B" is a true and complete copy of the Company's Limited Partnership Agreement dated _____ (the "Limited Partnership Agreement");
3. attached hereto marked "C" is a true and complete copy of the action by written consent of the General Partner duly passed on _____;
4. the Limited Partnership Agreement and the action by written consent referred to above and attached hereto have not been amended, modified or revoked and remain in full force and effect; and
5. attached as (a) Schedule 1 hereto is a list of all indentures, mortgages, deeds of trust, security and/or pledge agreements, guarantees, loan and/or credit agreements and other agreements or instruments (other than the Transaction Documents (as defined in the legal opinion of Morris James LLP, dated June __, 2012)) (the "Agreements") and (b) Schedule 2 hereto is a list of all decrees and orders (the "Orders"), in each case in clause (a) and (b) above, to which the Company is a party or that are otherwise binding upon the Company or any of its assets or property.
6. a true and complete copy of each of the above Agreements and Orders has been furnished to Morris James LLP.

OSU MANAGEMENT GP INC.,
Its General Partner

By: _____
Name:
Title:

Dated: _____, 2012

Schedule A

The Ohio State University
Enarson Hall
154 W 12th Avenue
Columbus, Ohio 43210

_____, 2012

The Ohio State University
Enarson Hall
154 W. 12th Avenue
Columbus, Ohio 43210

**Re: CampusParc LP; Long-Term Lease and Concession Agreement for
The Ohio State University Parking System**

Ladies and Gentlemen:

We have acted as special counsel to CampusParc LP, a Delaware limited partnership (the “Company”), in connection with the Long-Term Lease and Concession Agreement for the Ohio State University Parking System between it and The Ohio State University (the “University”), dated as of June __, 2012 (the “Concession Agreement”). This opinion is being furnished pursuant to Section 2.4(b)(iii) of the Concession Agreement. Capitalized terms used but not otherwise defined herein shall have their respective defined meanings assigned thereto in the Concession Agreement, except that reference herein to any instrument shall mean such instrument as is in effect on the date hereof.

In connection with the opinions expressed herein we have examined forms or copies of the following documents (the “Transaction Documents”):

1. The Concession Agreement; and
2. The Memorandum of Lease.

We also have examined the following additional documents (the “Company Documents”):

1. A Certificate of Good Standing for the Company, dated within ten (10) days of the date hereof, (the “Good Standing Certificate”), issued by the Secretary of State of the State of Ohio;

2. A certificate of the president of the sole general partner of the Company, OSU Management GP Inc. (the “General Partner”), concerning the incumbency of officers and certain factual matters dated _____, 2012 (the “Officer’s Certificate”), a copy of which is attached hereto as Exhibit A;

3. A copy, certified by the Secretary of State, of the Certificate of Foreign Limited Partnership of the Company filed with the Ohio Secretary of State on _____, 2012;

4. A certified copy of the Written Consent of the General Partner of the Company, dated June 20, 2012, approving and confirming the Company's entry into, and authorizing the execution by the Company of, the Transaction Documents, the completeness and accuracy of each of which have been certified to us as part of the Officer's Certificate; and

5. The opinion letter of Morris James LLP, special Delaware counsel to the Company, dated of even date herewith, opining as to the formation, power, and authorization of the Company to execute and deliver the Concession Agreement under the laws of its jurisdiction of formation.

In rendering the opinions set forth herein, we have assumed, other than as to the Company, (i) the due authorization, execution and delivery of the Transaction Documents, and (ii) that the Transaction Documents constitute the valid and binding obligations of all parties thereto under applicable law enforceable against all such parties in accordance with their terms. Further, we have assumed the authenticity of all documents submitted to us as originals, the legal capacity of all parties signing such documents, the genuineness of the signatures on such documents (other than those of the Company and General Partner), and conformity to original documents of all photostatic copies of such documents submitted to us. Finally, we have assumed that the records of the proceedings of the General Partner of the Company furnished to us by it are complete and accurate, and include all such records and reflect actions duly and validly taken by the General Partner of the Company.

We have also expressly assumed that:

1. The Company has been duly formed and is validly existing in good standing as a limited partnership under the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101 et seq.

2. The Company has all requisite limited partnership capacity, power and authority to execute, deliver and perform its obligations under the Transaction Documents and the Company has taken all necessary action to authorize its entry into the Transaction Documents and the exercise of its rights and the performance of its obligations thereunder.

The opinions hereinafter expressed are subject to the following additional qualifications:

(i) The validity, binding effect and enforceability of the Concession Agreement are subject to and may be affected by applicable state and/or federal bankruptcy, insolvency, fraudulent transfer and conveyance, reorganization, equity of redemption, moratorium laws, or similar laws affecting the rights of parties generally, and the application of general principles of equity (regardless whether such enforceability is considered in a proceeding at law or in equity).

(ii) No opinion is expressed as to the validity, binding effect or enforceability of (a) self-help provisions (to the extent not in compliance with the Ohio Uniform Commercial Code and other applicable laws), (b) provisions waiving the right to trial by jury, waiving rights to automatic stay, or specifying that the rights of the parties may be waived only in writing to the extent that an oral agreement or an implied agreement by trade practice or course of conduct has

been created that modifies any provision in the Concession Agreement, (c) provisions related to the creation of remedies not available under Ohio law, or provisions as to the enforceability of any purported waiver, release, variation, disclaimer, or other agreement of similar effect (collectively, a “Waiver”) by the Company under the Concession Agreement to the extent that such a Waiver applies to a right, claim, duty or defense or a ground for, or a circumstance that would operate as, a discharge or a release otherwise existing or occurring as a matter of law (including judicial decisions), except to the extent that such a Waiver is effective under and is not prohibited by or void or invalid under any provisions of applicable law (including judicial decisions), and (d) provisions requiring the payment of attorney's fees.

(iii) No opinion is expressed as to the legality of interest, other charges or prepayment penalties under any applicable usury statute.

(iv) No opinion is expressed relating to indemnification, contribution, exculpation or provisions of similar effect (a) in connection with violations of any securities laws or statutory duties or public policy, (b) relating to performance or nonperformance of a public duty, or (c) in connection with willful, reckless or unlawful acts or gross negligence of the indemnified or exculpated party or the party receiving contribution.

As used herein, the phrases “to our knowledge”, “known to us” or similar phrases mean we have relied solely upon (i) representations made in the Transaction Documents as to factual matters, (ii) the Officer’s Certificate as to factual matters, and (iii) the actual knowledge of the limited number of attorneys in this firm who have been principally involved in the representation of the Company in this transaction obtained in the scope of this representation and without (unless expressly described herein) any independent investigation or inquiry, and no inference as to our knowledge concerning factual matters should or may be drawn.

The opinions expressed herein are limited to the laws (excluding securities laws and principles of conflicts of law) of the State of Ohio.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Company is authorized to do business and in good standing as a foreign limited partnership under the laws of the State of Ohio;

2. The Company has duly authorized, executed and delivered the Transaction Documents, and the Concession Agreement constitutes a valid and legally binding obligation of the Company, enforceable against it in accordance with the terms thereof;

3. The execution and delivery of the Concession Agreement by the Company, and the consummation of the Company of the transactions contemplated thereby, do not violate or constitute on the part of the Company a breach or default under (a) its Certificate of Incorporation or Limited Partnership Agreement, or (b) to our knowledge, any of the following: (i) any agreements to which the Company is a party or by which it may be bound (provided, however, that no analysis has been made with respect to compliance with or effects upon financial ratios, tests, covenants or the like), (ii) any applicable provisions of statutory law or

regulation to which foreign limited partnerships qualified to do business in Ohio are generally subject or (iii) any order, judgment or decree of any court, governmental agency or authority of Ohio to which the Company is subject.

4. You have requested our advice as to whether a state court of the State of Ohio would give effect to the choice of law provision contained in Section 20.06 of the Concession Agreement (the "Choice of Law Provision"). In general, Ohio Courts have validated contractual choice of law stipulations, unless (i) the jurisdiction whose law is chosen has no substantial relationship to the parties or the transaction, and there is no other reasonable basis for the parties' choice or (ii) the application of the chosen law would be contrary to a fundamental policy of jurisdiction which has a materially greater interest than the chosen jurisdiction and such other jurisdiction's law would be applicable in the absence of the parties' choice. While we are aware of no case that presents facts identical to those involved in the transaction contemplated by the Concession Agreement, we believe that, in a properly presented case, an Ohio court (or federal court located in Ohio) applying Ohio law would, under the conflicts of laws principles observed by the courts in Ohio, give effect to the choice of law of Ohio set forth in the Choice of Law Provision.

5. To our knowledge and except as otherwise disclosed in the Transaction Documents, no consent of any party and no approval, authorization or other action by, or filing with, any governmental body, governmental agency or authority of Ohio (which has not been obtained) is required in connection with the execution, delivery, and performance under the Concession Agreement by the Company.

This opinion is given solely for the use and benefit of the addressee in connection with the transactions contemplated by the Transaction Documents and may not be relied upon for any other purpose or by any other party or entity. This opinion speaks as of its date only and is based upon facts and law in existence on the date hereof, and we disclaim any undertaking to advise you of changes occurring therein after the date hereof.

Very truly yours,

FROST BROWN TODD LLC

Member

**OFFICER’S CERTIFICATE
OF
OSU MANAGEMENT GP INC.**

CampusParc LP, a Delaware limited partnership (the “Company”) is entering into certain transactions and executing certain agreements, including the Transaction Documents (defined below) in connection with the Long-Term Lease and Concession Agreement for the Ohio State University Parking System. To induce Frost Brown Todd LLC to issue an opinion letter in connection with the transactions, the undersigned, solely in his capacity as an officer of OSU Management GP Inc., the General Partner of the Company, and not in his individual capacity, certifies to Frost Brown Todd LLC as follows:

1. The undersigned, David Teed, is duly appointed, qualified and acting President of the General Partner of the Company. As such, the undersigned is authorized to execute this Certificate on behalf of the Company.
2. Attached hereto as Exhibit 1 is a true copy of the Certificate of Limited Partnership of the Company, which has not been modified, rescinded or superseded and which remains in full force and effect on the date hereof.
3. Attached hereto as Exhibit 2 is a true copy of the Limited Partnership Agreement of the Company, which has not been modified, rescinded or superseded and which remains in full force and effect on the date hereof.
4. The Company is a limited partnership that is validly existing and in good standing under the laws of the State of Delaware and qualified to do business as a foreign limited partnership in the State of Ohio. The Company has neither dissolved nor ceased to exist by reason of merger or consolidation. The Company has not adopted any resolutions contemplating dissolution, merger, consolidation or cessation of the limited liability existence of the Company.
5. Attached hereto as Exhibit 3 are true copies of certain resolutions which were duly adopted by the partners of the Company by unanimous written consent in lieu of a meeting, effective as of the date therein written. Such resolutions have not been amended, rescinded or superseded and remain in full force and effect on the date hereof.
6. The person listed below is the duly appointed President of the General Partner of the Company, and is authorized to execute and deliver on behalf of the Company all of the documents and instruments referred to in, or contemplated by, the resolutions attached hereto as Exhibit 3 (all of such documents and instruments, collectively, the “Transaction Documents”).

Name

Title

Signature

David Teed

President of General Partner

7. To the undersigned's knowledge, the Company is not subject to any order, judgment, decree of any court, governmental agency or authority that would adversely affect the business, operations or financial condition of the Company, or adversely affect the ability of the Company to enter into the Transaction Documents or comply with the Provisions thereof, or operate any of its businesses or operations referred to in the Transaction Documents.
8. To the undersigned's knowledge, all authorizations, approvals, consents or other orders of or filings with governmental bodies, governmental authorities or agencies of Ohio, which are required in connection with the execution and delivery by the Company have been properly obtained or made.
9. To the undersigned's knowledge, the Company is not a party to any agreement that affects, or would be violated by its entering into, the Transaction Documents.

Dated as of June ____, 2012.

David Teed, President

I, William J. Lhota, the Chairperson of the General Partner of the Company, do hereby certify that the signature set forth opposite his name above is the signature of David Teed, President of the General Partner of the Company

William J. Lhota

SCHEDULE 9

FINANCIAL INFORMATION

Section 1. Parking System Historical Financial Information

Table 1: Historical Financials -Fiscal Year Ending June 30						
	2007	2008	2009	2010	2011	2012 YTD⁽¹⁾
Revenues (excl. Schottenstein)	\$20,379,931	\$22,339,820	\$23,351,883	\$23,890,245	\$26,648,698	\$20,688,963
Schottenstein Revenues	\$763,467	\$698,399	\$914,720	\$867,500	\$865,837	\$563,346
Revenues (incl. Schottenstein)	\$21,143,398	\$23,038,219	\$24,266,603	\$24,757,745	\$27,514,535	\$21,252,309
Expenses (excl. Schottenstein)	\$7,093,953	\$8,610,646	\$8,133,287	\$12,101,017	\$10,797,503	\$5,832,819
Schottenstein Expenses	\$462,686	\$408,767	\$602,772	\$657,131	\$525,919	\$337,825
Expenses (incl. Schottenstein)	\$7,556,639	\$9,019,413	\$8,736,059	\$12,758,148	\$11,323,422	\$6,170,644
Net Operating Income (excl. Schottenstein)	\$13,285,978	\$13,729,174	\$15,218,596	\$11,789,228	\$15,851,195	\$14,856,144
Schottenstein Net Operating Income	\$300,781	\$289,632	\$311,948	\$210,369	\$339,918	\$225,521
Net Operating Income (incl. Schottenstein)	\$13,586,759	\$14,018,806	\$15,530,544	\$11,999,597	\$16,191,113	\$15,081,665

1. YTD ending March 31, 2012

SCHEDULE 10
SPECIAL EVENTS

Part 1

Event	Parking Resource Used	# of Spaces Affected	# of occurrences	Peak/Off Peak
Department of Athletics Events				
All Athletic Home Games and Camps for Each Sport (Includes Ohio High School and NCAA Games)*				
Bill Davis Stadium (Baseball)	Gray Lots	1,047	As Scheduled	
Buckeye Field (Softball)	Gray Lots	1,047	As Scheduled	
French Field House (Wrestling, Gymnastics, Indoor Track, Fencing,)	St. John Lots and French Field House Lots	1,245	As Scheduled	
Jesse Owens Memorial Stadium (Soccer, Track & Field, Lacrosse)	Gray Lots	1,047	As Scheduled	
Wylie Range at Converse Hall (Pistol and Rifle)	Northeast St. John Lot	110	As Scheduled	
Buckeye Varsity Field (Field Hockey)	WHAC/Biggs lot	167	As Scheduled	
OSU Ice Rink (Women's Hockey)	St. John Lots and French Field House Lots	1,245	As Scheduled	
Stickney Tennis Stadium (Tennis)	WHAC/Biggs lot	167	As Scheduled	
St. John Arena (Volleyball)	St. John Lots and French Field House Lots	1,245	As Scheduled	
Jerome Schottenstein Center (Basketball, Men's Hockey)	Scarlet, Gray, St. John, French Field House, Fawcett, Buckeye, Vivian, Ag. Admin, North Riverbank	6,964	As Scheduled	

Event	Parking Resource Used	# of Spaces Affected	# of occurrences	Peak/Off Peak
Woody Hayes Athletic Center (Mixed use as necessary)	WHAC/Biggs lot	167	As Scheduled	
* The University reserves the right to schedule teams/camps at facilities other than their primary facility				
Beekman Park Events				
Organizations are usually charged for parking, but at a reduced cost				
Children's Hunger Alliance Field Day	Carmack 1, 2, 3	2,242	yearly	Off Peak
Andy Memorial 24 Hour Ultimate Frisbee	Carmack 1, 2, 3	2,242	yearly	Off Peak
MoveMORE Run	Carmack 1, 2, 3	2,242	yearly	Off Peak
OSU Burn Center 5K	Carmack 1, 2, 3	2,242	yearly	Off Peak
Miracle Mile 5K	Carmack 1, 2, 3	2,242	yearly	Off Peak
Stellar Softball Classic	Carmack 1, 2, 3	2,242	yearly	Off Peak
Buckeye Charity Classic	Carmack 1, 2, 3	2,242	yearly	Off Peak
Dave Thomas Foundation Kickball	Carmack 1, 2, 3	2,242	yearly	Off Peak
Out of Darkness Walk	Carmack 1, 2, 3	2,242	yearly	Off Peak
Light the Night	Carmack 1, 2, 3, 4, 5	4,033	yearly	Peak
Relay for Life	Carmack 1, 2, 3, 4, 5	4,033	yearly	Off Peak
Walk to End Alzheimer's	Carmack 1, 2, 3, 4, 5	4,033	yearly	Off Peak
NAMI Walk	Carmack 1, 2, 3, 4, 5	4,033	yearly	Off Peak
Walk to Defeat ALS	Carmack 1, 2, 3, 4, 5	4,033	yearly	Off Peak
Big League Baseball	Carmack 5	23,400	weekly in summer	Off Peak
Lymphoma Fundraiser Walk	Carmack 1, 2, 3, 4, 5	4,033	yearly	Off Peak
StingRay Softball (3 days)	Sisson and Carmack 1, 2, 3, 4, 5	4,762	yearly	Off Peak

Event	Parking Resource Used	# of Spaces Affected	# of occurrences	Peak/Off Peak
Additional Beekman Event	Carmack 1, 2, 3	2,242	yearly	Peak
Additional Beekman Event	Carmack 1, 2, 3	2,242	yearly	Off Peak
Additional Beekman Event	Carmack 1, 2, 3	2,242	yearly	Off Peak
Stand Alone Events				
Ag. Fall Fest	St. John Lots and French Field House Lots	1,245	yearly	Peak
Arnold Classic	St. John Lots and French Field House Lots	1,245	yearly	Peak
Autism Speaks Walk	Scarlet, Gray, Vivian, Ag. Admin, North Riverbank	2,237	yearly	Peak
Big Brothers Big Sisters	RPAC	500	yearly	Peak
Bike with Brutus Pelotonia Event	Stadium Lots and South French Field House	1,755	singular	Off Peak
Buckeye Band Invitational	Stadium, Saint John, French Field House, South Riverbank lots and Tuttle and Lave Ave. Parking Garages	5,135	yearly	Off Peak
Buck-i-Frenzy	East Stadium Lot	509	yearly	Off Peak
Car Club Racing	Buckeye Lots (20 times)	2,022	As Scheduled	Peak
Car Free Day	Variable	25	Yearly	Peak
CarnOval and Rampjam	Buckeye Lots (4 days)	2,022	singular	Off Peak
Chadwick Arboretum Plant Sale	Vivian lot, 4 H	320	yearly (4 days)	Peak
Commencement Set-Up & Tours	Stadium Lots, French Field House South	1,755	yearly	Off Peak
Football Coaches Clinic	Gray Lots, WHAC/Biggs		yearly	peak
Ohio Pilot Dogs Event	Sisson and Vet. Med. Lots	769	yearly	Off Peak

Event	Parking Resource Used	# of Spaces Affected	# of occurrences	Peak/Off Peak
Companion Animal Remembrance Ceremony	Sisson and Vet. Med. Lots	769	yearly	Off Peak
Diaz Miller Tennis Tournament (3 days)	West Stadium	1,422	yearly	Off Peak
Drum Major Tryout (2 days)	Woody Hayes Athletic Center Biggs	334	yearly	Off Peak
Fall Commencement	Scarlet and Gray		yearly	
FFA Event (seven a year)	Various Ag. Campus Lots	1,434	As Scheduled	Off Peak
FOD Staff Picnic	Carmack 1, 2, 3	2,242	yearly	Off Peak
Herbstreit Classic (2 days)	Stadium Lots, French Field House, St. John Lots	5,222	yearly	Off Peak
Homecoming Parade Set-up and Staging	East Stadium Lot	509	Yearly	Off Peak
Jefferson Academy	Union Garages	600 discounted value cards	yearly	variable
JDRF Walk	Stadium, Saint John, French Field House lots and Tuttle and Lave Ave. Parking Garages	4,949	yearly	Off Peak
Law School Orientation (3 days)	Hunter/Highland Lots	549	yearly	Off Peak
Make-A-Wish Gala	Stadium Lots	1,366	yearly	Off Peak
Make-A-Wish Gala Set-up and tear down (3 days)	South Riverbank	372	yearly	Off Peak
Marching Band Tryouts (3 days)	Northwest Stadium Lot	1,149	yearly	Off Peak
Marching Band Tryouts (4 days)	West Stadium Lot (4 days)	1,896	yearly	Off Peak
Med. Student Orientation	South Polo Lot	1,201	yearly	Off Peak
Mirror Lake Jump-In	Variable	variable	yearly	Off Peak
Mount Scholars Move-In	Curl Drive	109	yearly	Off Peak
Nationwide Golf Tournament (4 days)	Buckeye Lots	8,088	yearly	Off Peak
New Student Convocation	Saint John Lots and French Field House Lots	1,245	yearly	Off Peak

Event	Parking Resource Used	# of Spaces Affected	# of occurrences	Peak/Off Peak
New Student Orientation (daily in summer)	NorthWest Stadium Lot	1,149	yearly	Peak
North/South High School Football Game	Stadium Lots and South French Field House	2,611	yearly	Off Peak
Ohio Bicycle Race	Gray and Buckeye Lot	3,296	yearly	Off Peak
Ohio Wheelchair Games (3 days)	Woody Hayes Athletic Center, Scarlet, Gray lots	6,186	yearly	Off Peak
Om-H-I-O	All lots surrounding Ohio Stadium	1,366	yearly	Off Peak
OPRA Truck Rodeo	Buckeye Lots	1,500	yearly	Off Peak
Owl Move-In	Entire System	36,000	yearly	Off Peak
Parent and Family Weekend Tours (2 days)	Stadium Lots	2,732	yearly	Off Peak
Pelotonia (3 days)	Buckeye, Scarlet, Gray, Fawcett	5,044	yearly	Off Peak
Pelotonia Softball Fundraiser	Sisson Lot	729	yearly	Off Peak
Pelotonia Stadium Movie Fundraiser (2 nights)	Stadium Lots	1,366	yearly	Off Peak
Redcoat/Usher Orientation (4 different nights)	All lots surrounding Ohio Stadium	1,366	yearly	Off Peak
ROTC Awards	French Field House Lots	739	yearly	Off Peak
ROTC Career Fair	North Riverbank Lot	135	yearly	Off Peak
ROTC Commissioning Ceremony	East Stadium Lot	509	semi-annually	Off Peak
ROTC Orientation	North Riverbank Lot	135	yearly	Off Peak
ROTC Training	North Riverbank Lot	135	Monthly	Off Peak
ROTC Veteran's Day Event	Ice Rink Lot	97	yearly	Off Peak
Schottenstein Events (non-revenue events)	Scarlet and Gray	1,895	As Scheduled	Off Peak
Science Olympiad	French Field House Lots, St. John Area lots, Ohio Stadium Lots	2,611	yearly	Off Peak

Event	Parking Resource Used	# of Spaces Affected	# of occurrences	Peak/Off Peak
Shred It	Scarlet and Gray	1,895	Tri-Annually	Off Peak
Spielman Walk	Stadium lots, Saint John Lots, French Field House lots, and Tuttle Garage	3,580	Yearly	Off Peak
Sports 101 Flag Football Tournament	All lots surrounding Ohio Stadium	1,366	yearly	
State Science Day	French Field House Lots, St. John Area lots, Ohio Stadium Lots	2,611	yearly	Off Peak
Student Involvement Fair	Hagerty Drive and Faculty Club Spaces	78	yearly	Peak
Summer Commencement	Scarlet, Gray, St. John, French Field House, Fawcett, Buckeye, Vivian, Ag. Admin, North Riverbank	6,964	As Scheduled	Off Peak
Theater Event	Drake and Mid-Tower Lot	342	As Scheduled	Off Peak
Theater Event	Drake and Mid-Tower Lot	342	As Scheduled	Off Peak
Theater Event	Drake and Mid-Tower Lot	342	As Scheduled	Off Peak
Up on the Roof	Union Garages	1,397	yearly	Peak
veterinary Medicine Academic Open House	Vet. Med. And Sisson Lot	768	yearly	Peak
Veterinary Olympics	Sisson Lot	729	yearly	Off Peak
Wexner Anniversary Gala	Arps and 17 Ave. Plaza	897	yearly	Peak
Wexner Foundation Board Meeting	17th Ave. Plaza	0	As Scheduled	Peak

Recurring Events with Free or Reduced Fee Parking Accomodations	Fee
--	------------

Event	Parking Resource Used	# of Spaces Affected	# of occurrences	Peak/Off Peak
National Testing Dates	All Over as scheduled	100+	As Scheduled	Value Card
Red Cross (allowed to park for blood drives)	All Over as scheduled	2 or 3	As Scheduled	Free
Summer Orientation (reserved lots, no reserved fee)	Cannon Drive parking, Tuttle Garage	857	As Scheduled	\$6/car/day
School Bus Parking (allowed to park in low demand areas free)	All Over as scheduled	2 or 3	As Scheduled	Free
Morehouse Medical Plaza	Morehouse and vicinity	1,034	Free Patient Pkg	Free
Large Animal lot by Vet Med Ctr (clients park free along with trailers)		13	as needed	free

Part 2

Event	Parking Resource Used	# of Spaces Affected	# of occurrences	Peak/Off Peak
Recurring Events with Free or Reduced Fee Parking Accomodations				Fee
Faculty Club Event	Faculty Club Lot	55	As Scheduled	Free
4-H Center Events	Gray Overflow	as needed	As Scheduled	Free
Fawcett/Longaberger Events	Fawcett Lots	848	As Scheduled	Free
Huntington Club	West Stadium, NW Stadium	857	As Scheduled	10% of club rental fee for weekday events; 5% of rental fee for weekend events
Jack Nicklaus Museum	Museum lot by JSC	52	as scheduled	Free

SCHEDULE 11
UNIVERSITY WITHHELD PAYMENTS

None.

SCHEDULE 12

CAPITAL IMPROVEMENTS

Section 1. Capital Improvements

(a) *Concessionaire Responsibility.*

The Concessionaire will be solely responsible for all Capital Improvements related to the Parking Facilities that are required to be completed during the Term in accordance with the terms of this Agreement. The Concessionaire, in accordance with all other requirements of this Agreement, will fully fund, except as provided herein, and complete the design and preparation of all construction documents and construction work for the demolition, reconstruction, structural repairs and restoration of any and all of the Parking Facilities at its sole cost and expense.

(b) *Amounts and Limits of Work.*

The amount and limits of the work shall be proposed by the Concessionaire for approval by The Ohio State University Facilities Operations and Development (“FOD”), as appropriate, based on the Parking Facilities’ actual deficiencies, conditions and findings as provided and analyzed by an independent professional engineer. All Parking Facility reconstruction, structural repairs and restorations must ensure that the operating level of the Parking Facility is sustained over the life of this Agreement. An annual Capital Asset Management Plan (“CAMP”) must be performed at each Parking Facility by a qualified engineer.

Section 2. Substantial Rehabilitation

(a) *Martha Morehouse Garage*

Prior to March 31, 2013, the Concessionaire must demolish the Martha Morehouse Garage (“Morehouse”). Prior to August 31, 2013 the Concessionaire must build in place of Morehouse a surface parking lot. Both the demolition of Morehouse and the reconstruction of the surface parking lot must be performed in accordance with the specifications provided in the virtual data room labeled “Project Scarlet” hosted by IntraLinks, Inc. Should the Concessionaire determine that an alternate plan of project delivery is preferable, it must clear with FOD any changes to the specifications set forth in the virtual data room labeled “Project Scarlet” hosted by IntraLinks, Inc.

Prior to the demolition of Morehouse and at the Concessionaire’s expense, interim assessments of Morehouse must be conducted by a structural engineer qualified in the evaluation of structured parking facilities on no less than a quarterly basis, in order to determine imminent hazards caused by the deterioration of the facility. Should the structural engineer identify

structural issues that have the potential to damage vehicles or injure pedestrians using Morehouse, the Concessionaire must address these items within 30 days. Should the structural engineer make recommendations that require the temporary closure of Parking Spaces and/or the completion of repairs in less than 30 days in order to ensure the safety of persons and property within Morehouse, the Concessionaire will be obligated to comply with these recommendations at its own expense.

Upon completion of construction of the prescribed surface parking lot on the site of Morehouse, such surface parking lot shall be deemed to be a Parking Facility for purposes of this Agreement and shall be included in the Parking System to be operated by the Concessionaire under the terms of this Agreement. The Concessionaire will be responsible for maintaining the Parking Lot in accordance with the standards set forth in the Agreement and associated Operating Standards.

(b) *North Cannon Garage*

Prior to June 30, 2013, the Concessionaire must complete repairs to the North Cannon Garage (“North Cannon”) in accordance with the standards set forth in this Agreement and associated Operating Standards. The Concessionaire must coordinate with The Ohio State University Wexner Medical Center (OSUWMC) and FOD on all construction and repairs of North Cannon to minimize the impact on faculty and staff.

If the repairs are not completed within six (6) months of the closing date, an interim assessment of North Cannon must be conducted by a structural engineer qualified in the evaluation of structured parking facilities no more than six (6) months from the Closing Date in order to determine imminent hazards caused by the deterioration of the facility. Should the structural engineer identify structural damage that may pose a threat to the vehicles and pedestrians using North Cannon, these items must be addressed by the Concessionaire within 30 days. Should the structural engineer make recommendations that require the temporary closure of Parking Spaces and/or the completion of repairs in less than 30 days in order to ensure the safety of persons and property within North Cannon, the Concessionaire will be obligated to comply with these recommendations at its own expense.

In addition, within five (5) years of the Closing Date, the Concessionaire must hire, at its own expense, a qualified firm(s) with experience assessing the Mechanical, Electrical, and Plumbing (MEP) systems and waterproofing elements of structured parking facilities, to conduct such evaluations on North Cannon. It will be the responsibility of the Concessionaire to perform any repairs to or replacement of these systems, as identified, within the timeframe(s) recommended by the evaluating firm(s) and in accordance with the standards set forth in this Agreement and associated Operating Standards.

(c) *South Cannon Garage*

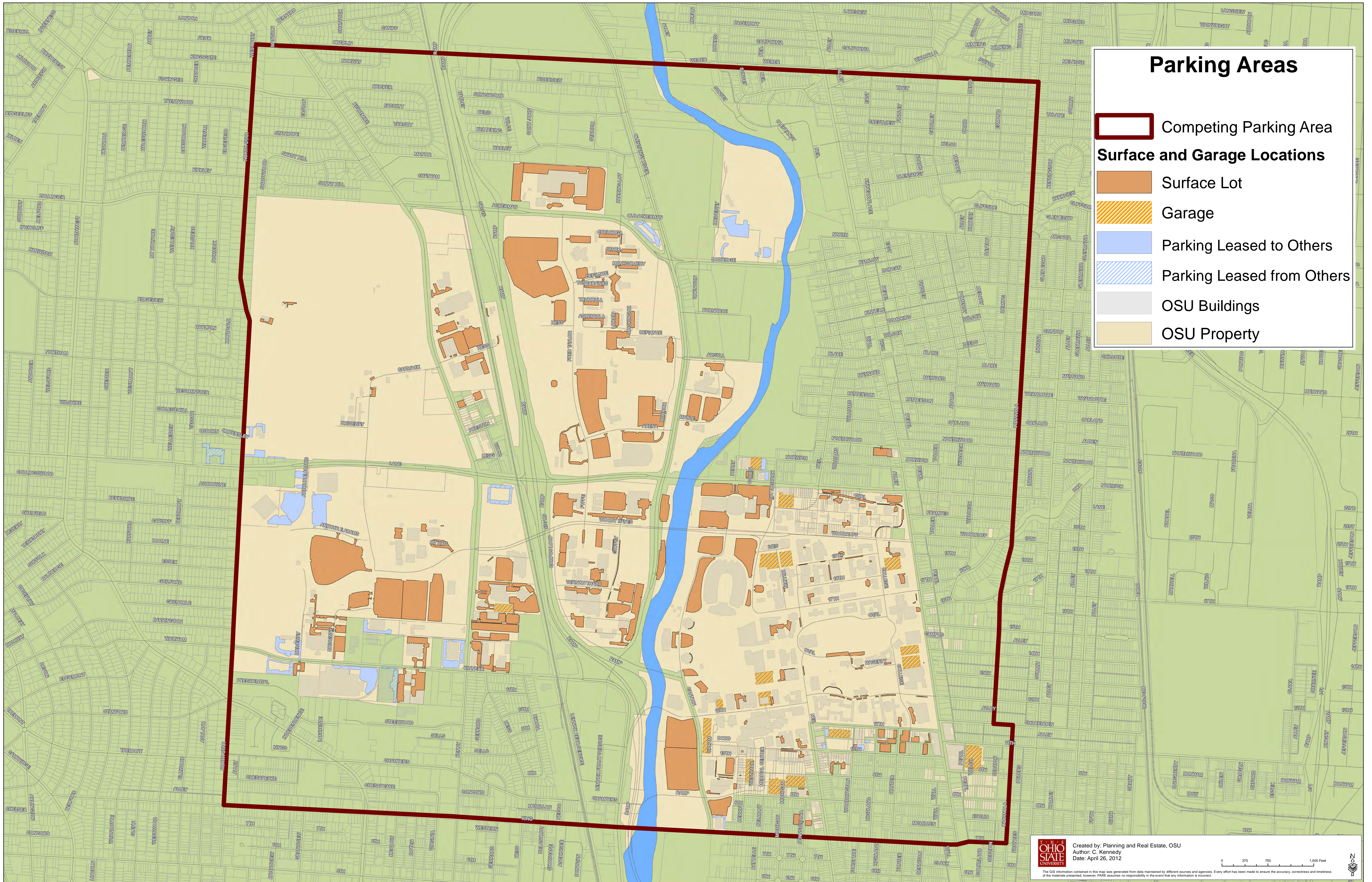
The Wexner Medical Center is planning to fund and construct substantial changes to the ramping system in the South Cannon Garage (“South Cannon”). Prior to April 30, 2014, the Wexner Medical Center will provide funding to the Concessionaire to complete the required changes to the ramping system. The Concessionaire must provide funding to complete the required structural repairs for the remainder of the Parking Garage in accordance with the standards set forth in the Agreement and associated Operating Standards prior to April 30, 2014. The Concessionaire must coordinate with the OSUWMC and FOD on all construction and repairs of South Cannon to minimize impact to faculty, staff, and patients, as the construction of the ramps may require closure of all or part of the Parking Garage during construction.

Prior to the completion of the prescribed repairs, an interim assessment of South Cannon must be conducted by a structural engineer qualified in the evaluation of structured parking facilities no more than twelve (12) months from the Closing Date in order to determine imminent hazards caused by the deterioration of the Parking Garage. Should the structural engineer identify structural damage that may pose a threat to the vehicles and pedestrians using South Cannon, these items must be addressed by the Concessionaire within 30 days. Should the structural engineer make recommendations that require the temporary closure of Parking Spaces and/or the completion of repairs in less than 30 days in order to ensure the safety of persons and property within South Cannon, the Concessionaire will be obligated to comply with these recommendations at its own expense.

In addition, within five (5) years of the Closing Date, the Concessionaire must hire, at its own expense, a qualified firm(s) with experience assessing the Mechanical, Electrical, and Plumbing (MEP) systems and waterproofing elements of structured parking facilities, to conduct such evaluations on South Cannon. It will be the responsibility of the Concessionaire to perform any repairs to or replacement of these systems, as identified, within the timeframe(s) recommended by the evaluating firm(s) and in accordance with the standards set forth in this Agreement and associated Operating Standards.

SCHEDULE 13
COMPETING PARKING AREA MAP

Please see attached PDF.



SCHEDULE 14

COMPUTER SYSTEMS AND SOFTWARE

I. Client Networks

Location	Other Information
088 – Tuttle Park Place	The Concessionaire will need to obtain the network switches and internet connections for any location on campus where they plan to maintain a staff presence.
307 – Bevis Hall	
263 – Service Building Annex	

II. GarageNet\Server Networks

Location	Network Device Description	Other Information
Location - To Be Determined	Server Network	Parking concessionaire will need to provide network switch for location where servers will be located.
088 – Tuttle Park Place	1 Perle IOLAN SDS1 Network switch may be required in this location.	Switch is currently shared with other BFAP client networks located in this garage.
892 – West Lane Ave Garage	1 Perle IOLAN SDS1 1 Cisco 2950 10/100 Switch 1 LimeLight Appliance	Parking concessionaire will need to work with external vendor that supports LimeLight.
159 – Lane Ave Garage	1 Perle IOLAN SDS1 1 Cisco 2960G 24 Switch 1 prox reader for Bike Lockers	Two marquee signs in this garage.
083 – Northwest Garage	1 Perle IOLAN SDS1 1 Cisco 2950 10/100 Switch	
278 – ARPS Garage	1 Perle IOLAN SDS1	Connected directly to OCIO Building Switch.
287 – Neil Ave Garage	1 Perle IOLAN SDS1 1 Cisco 2950 10/100 Switch	One marquee sign in this location.
162 – South Union Garage	1 Perle IOLAN SDS1	Connected directly to OCIO Building Switch.
288 – North Union Garage	1 Perle IOLAN SDS1	Connected directly to OCIO Building Switch.
359 – West 9 th Ave Garage	1 Perle IOLAN SDS1	Connected directly to OCIO Building Switch.
352 – 11 th Ave Garage	1 Perle IOLAN SDS1 1 Cisco 2960G 24 Switch	
387 – 12 th Ave Garage	1 Perle IOLAN SDS1 1 Dell PC6248 Switch	Four LPR cameras are connected to an unmanaged network switch provided by the installer.
170 – Hospitals Garage	1 Perle IOLAN SDS1 1 Dell PC6248 Switch	Six LPR cameras are connected to an unmanaged network switch provided by the installer. Location also includes one marquee sign.
875 – East 9 th Ave Garage	1 Perle IOLAN SDS1 1 Cisco 2950 10/100 Switch	

172 – North & South Cannon Garages	2 Perle IOLAN SDS1 2 Dell PC6248 Switches	One internet connection in North Cannon also feeds South Cannon garage. Four LPR cameras are connected to an unmanaged network switch provided by the installer.
865 – Gateway Garage	1 Perle IOLAN SDS1 1 Cisco 2950 10/100 Switch 1 Workstation	
294 – Wilce Student Health	1 Perle IOLAN SDS1	Access controlled surface lot.
382 – Davis Med Research Ctr	1 Perle IOLAN SDS1	Access controlled surface lot.

III. Public Safety Camera Network

Location	Device Description	Other Information
088 – Tuttle Park Place	OSU Public Safety maintains most of the cameras located at the garages or in the office areas used by Transportation and Parking. The camera network runs on a separate isolated network and there are network charges associated with each location that has a camera or a monitoring station.	Parking concessionaire will need to work with Public Safety and the OCIO to get access to the Camera Network.
307 – Bevis Hall		
263 – Service Building Annex		

SCHEDULE 15

PARKING PERMITS

Permit Designation	Permit Name/Description	Customer Eligibility
A	A permit	Faculty and A&P Staff, Retirees, Presidents Club
Platinum A	Platinum A	Senior Management Council and current BoT members plus immediate past BoT Chair
B	B permit	Classified Civil Service Staff
BE	B Evening Garage	Classified Civil Service Staff & Graduate Students with Appointments
BG1	B garage group 1	Classified Civil Service Staff & Graduate Students with Appointments
BG2	B garage group 2	Classified Civil Service Staff & Graduate Students with Appointments
BG3	B garage group 3	Classified Civil Service Staff & Graduate Students with Appointments
C	Student, surface	Commuter Students with more than 90 earned credit hours
CE	C with evening garage	Commuter Students with more than 90 earned credit hours
CG1	C garage group 1	Commuter Students with more than 90 earned credit hours
CG2	C garage group 2	Commuter Students with more than 90 earned credit hours
CG3	C garage group 3	Commuter Students with more than 90 earned credit hours
CPN	C proximity – North Dorm area	Students living in the residence halls with more than 90 earned credit hours
CPS	C proximity – South Dorm area	Students living in the residence halls with more than 90 earned credit hours
CPT	C proximity – Towers Dorm area	Students living in the residence halls with more than 90 earned credit hours
CX	Commuter Express- staff	Faculty, A&P or CCS Staff
CXC	Commuter Express - student	All commuter students
CXD	Commuter Express – Disability	Faculty, A&P or CCS staff or students with a state disability placard
D	Disability	All faculty, staff or students with State Disability placard
E	Emeritus	Appointed Emeritus Faculty
MC	Motorcycle	All customers
WA	West A	Faculty and A&P Staff
WB	West B	Classified Civil Service staff or graduate students with appointments
WC	West C	All Commuter students
WC5	West C with remote overnight	All Residence Hall students except First Year students
WCE	West C with evening garage access	All commuter students
WD	West Disability	Faculty, A&P or CCS Staff and students

		with state disability placard
CB	Contractor B permit	Construction workers – must park in remote parking
CVAM	Contractor/Vendor A access monthly	Construction workers approved for central campus access
CVA	Contractor/Vendor A access annual	Construction workers or Vendors to the University who are approved for annual keycard access
GA	Decal of “A” permit (for convertibles)	Faculty & A&P staff
GB	Decal of “B” permit (for convertibles)	Classified Civil Service staff
GC	Decal of “C” permit (for convertibles)	Students with more than 90 earned credit hours
GWC	Decal of “WC” permit (for convertibles)	All commuter students
SVG	Service Vehicle Gate card	OSU owned/leased State Vehicles
EP	Emergency Physicians card	Physicians who must come and go during the day to attend patients
MA	Medical Auxiliary access card	Medical Center staff working at the Gowdy site off campus who need to return to campus and use garage parking
TS	Temporary Single Day permit	Any faculty, staff, student department or guest
TM	Temporary Multi Day permit	Any faculty, staff, student department or guest
TD	Temporary Disability	Any faculty, staff or student with a temporary disability issued by the BMV
Emergency	Emergency repair	Elevator companies for use when attending to entrapments
Media	Media parking permits	Issued by University Communications to approved Media contacts
Official	Official parking permits	State and Federal agencies (Fire, Police, Health Dept,
M, V, S	Temporary garage keycards	Visitors, contractors (upon approval), staff or faculty not eligible for payroll deduction but eligible for garage access

Ohio State University Permit Allocation Methodology

Permits are assigned based upon classification with the University. Parking Spaces in Parking Garages are made available first to faculty, then staff. If, based upon prior year data, there appear to be available Parking Spaces in the Parking Garage once all faculty and staff have a Parking Garage Permit, then they are offered to students using class ranking as the criteria. If there does not appear to be available Parking Spaces in Parking Garages, BG and CG Permit offerings are reduced or eliminated for that Permit Year. Some Parking Garages are designated as Permit only, others as hourly only, and some are mixed. For those Parking Garages that have both Permit and hourly parking; the number of hourly Parking Spaces are established based upon trend data regarding past Permit use.

The Permit system for faculty, staff and students are subject to the following requirements:

- a. Faculty must purchase "A" or "WA" Permits.
- b. A specific group of University administrators are eligible for a Platinum A Permit which provides additional parking benefits .
- c. Classified Civil Service staff must purchase B surface Permits (there are multiple varieties of B Permits).
- d. Students must purchase C Permits (there are multiple varieties of C Permits). Student Permits are issued based upon class ranking, (freshmen through Graduate), and dorm or commuter status. The following restrictions apply:
 - i. Freshmen and Sophomores can purchase only West C Permit variations.
 - ii. First Year students (regardless of class rank) living in the dormitories may not purchase an overnight remote Permit unless an exception has been granted. A "First Year" student is defined as a student matriculating from High School the May or June prior to the starting academic year.
 - iii. Juniors and seniors living in the dorms have the ability to purchase a limited number of overnight proximity Permits (CP designation) for central campus. Graduate students with a paid Graduate appointment (GRA, GAA, GTA) are eligible to purchase any of the B Permits or may purchase C surface Permits.
 - iv. Exceptions or changes to the above can be made with concurrence by Student Life.
- e. Temporary Permits (TS and TM) are sold for West Campus, Central campus Parking Lots, and (M, V, S) for temporary Parking Garage keycards. Faculty and staff can purchase any of the three categories of temporary Permit (West, Central surface Parking Lot or monthly Parking Garage Permit) for up to three months at a time. Students must be eligible for central campus Permits (by having over 90 earned credit hours) to obtain the TS or TM Permits for central campus, or such students will be limited to the temporary West Campus Permit. Such students are not eligible to purchase the monthly Parking Garage Permit.
- f. MA Permits are issued to medical center staff based on satellite medical center campuses. This Permit allows access to any location at which a WA Permit is honored, and also allows access to central campus Parking Garages during peak daytime hours. Any use of a Parking Garage carries the daily fee per calendar day, which is charged back to the sponsoring department.

A formal "upgrade/downgrade" option was introduced in 2006 to allow faculty and staff (only) an opportunity to buy "up" or "down" from the required classification.

Requests are collected in July, then assigned based upon area of campus they are parking and then seniority. Generally the A upgrade requests are matched with the B downgrade requests

equally. More Downgrade requests will be granted for faculty or staff parking in the Fawcett Center Lot, the Ag. Campus, or the Ackerman Complex since there has traditionally been adequate B Parking Spaces in these areas to accommodate these requests.

Access to Parking Garages via BG and CG Permits are provided to staff and students based upon actual use the previous year. The total allocation and actual purchases are assessed, complaints regarding unavailability are reviewed, and upcoming construction or new buildings opening are projected. Based upon all of the foregoing, a new allocation is established for staff, graduate students, and students (separately). Parking Garage Permits for staff are issued based upon seniority with the University; Parking Garage Permits for grad students with appointments are issued first-come, first-served (their preference); and Parking Garage Permits for upper-class students are issued based upon a lottery.

Students living in the residence halls that have (at present) 90 earned credit hours may purchase a CP (C proximity) Permit, which allows overnight parking. These are provided first come, first served. There are three designated Parking Garages that allow overnight parking in which the CP Permits must park after 3:00 a.m. Students who do not obtain the CP Permits but who live in the residence halls (except the Residence Hall at the South Campus Gateway Parking Garage) MUST purchase the WC5 remote overnight parking Permit. Students who do NOT live in the residence halls may not purchase overnight parking but must instead buy commuter Permits (C or WC).

Students of any rank living in the South Campus Gateway housing have the ability to purchase overnight parking in the South Campus Gateway Garage (only) since there is no overnight bus service to the overnight west campus lot.

The Permit system for construction workers conducting maintenance or buildings is as follows:

- a) Access to central campus parking, both temporary and annually, for construction workers is limited by the Construction Coordinator and/or Facilities Operation and Development.
- b) Approved Contractor Permits for central campus surface parking (CVAM) are restricted to the parking area where the project they are working on is located.
- c) Contractor Permits with Parking Garage access (“S” temporary keycards or the CVM keycard) are often limited to specific Parking Garages in the area where the project they are working on is located.
- d) Construction staff not approved for central campus access Permits may purchase CB Permits and park remotely in either the Buckeye Lot or West Campus parking and use the existing shuttle system.

Other established practices include:

- a) Emeritus Permits and Board of Trustee Permits are issued at no charge. Permits for the Board members are given to the Board of Trustee office for distribution.
- b) West Campus Permits are set at 25% of Central Campus rates

- c) CX Permits were initially set at 50% of Central Campus B Permit
- d) Temporary parking Permits (TS and TM) are sold for West Campus, Central campus Parking Lots.
- e) Temporary disability Permits (TD) are issued to faculty, staff and students who have a state issued temporary placard. If they already have a University Permit, the TD is free; if they do not have a University Permit, they pay the TM equivalent. Keycards are issued upon request for any TD for central campus.
- f) Temporary Parking Garage access cards (M, V, S) are sold for a monthly keycard. M keycards are available to staff who are unable to obtain payroll deduction and who are eligible for Parking Garage access; V cards are provided to visitors only; S cards are available to construction workers approved by the Construction Coordinator.
- g) Identification placards for Media, Emergency repair, and Officials are issued at no charge to groups so they may access campus to perform essential services.
- h) Presidents Club has four categories of members:
 - i. Affiliates and non-affiliates – Members have the ability to purchase an annual A Permit at the standard rate or a package of 10 single use coupons for Parking Garages or Parking Lots (or both).
 - ii. Lifetime Affiliate – Club pays for an annual A Permit
 - iii. Lifetime non-affiliate – Club pays a reduced fee for the A Permit, and the club is billed the daily reduced Parking Garage rate (\$6 for FY13) for every calendar day the card is used in a gated facility.

The Concessionaire must detail and provide the following information with respect to Permits:

- a) May be purchased at any time of year; prices are prorated monthly.
- b) May be returned at any time of year for a prorated refund.
- c) May be purchased in person, via mail, online, or at one of the many off-site Permit sale opportunities (Orientations, Move-In, etc.) and may be printed via a website. Permits for annual renewals must be made available at least 30 days prior to the end of the previous year's Permit period.
- d) Faculty and staff may purchase their Permits using pre-tax payroll deduction. Graduate students with appointments may also use this pre-tax payroll deduction.
- e) Customers with temporary or permanent disabilities may obtain the OSU Disability Permit.
 - i) This OSU Disability Permit provides access to almost all locations, and allows staff to contact customers in case of temporary loss of Parking

Spaces due to construction, plus “right size” the disability parking to meet all campus needs.

- ii) Customers will pay for this OSU Disability Permit at the same rate as the regular Permit for which they qualify.
- f) Customers with reserved Parking Spaces have the option to request specialized Permits that meet their particular needs.
- g) Service Vehicle Access keycards are only available to University Departments that use state vehicles and need frequent, business-related access for such state vehicles to staff only Parking Garages (where transient tickets are not provided for entry) for a nominal fee and subject to any future increase as defined in Section 1 of Schedule 5 of this Agreement. This expense covers the cost of the card and processing.

Permits that have been lost or stolen may be replaced for the cost of the Permit (as defined by Schedule 5 of this Agreement) plus reasonable office staff time and subject to future adjustments accordingly.

SCHEDULE 16

EXCLUDED LEASES

- 1) Long-Term Land Lease, dated August 22, 1985, by and between The Ohio State University and Creative Living Housing Corporation, an Ohio corporation, as amended by Lease Amendment #1, dated November 27th, 2007, with respect to 150 W. 10th Street, Columbus, Ohio.
- 2) Lease, dated May 29, 2003, by and between The Ohio State University and the University Flower Shop, Inc., as amended by that Lease Amendment #1, dated July 1, 2010 and by that Assignment and Assumption of Lease Agreement, dated July 1, 2010 assigning the University Flower Shop, Inc.'s interest in the Lease to the University Flower Shop, LLC, with respect to 243 West 11th Avenue, Columbus, Ohio.
- 3) Long-Term Land Lease, dated July 1, 1984, by and between The State of Ohio (The Ohio State University) through its Department of Administrative Services and Red Roof Inns, Inc., as amended by that Letter of Renewal dated January 6, 2009, with respect to 441 Ackerman Road, Columbus Ohio.
- 4) Land Lease, dated April 1, 1995, by and between The Ohio State University, acting by and through The Ohio State University Research Foundation, and Edison Welding Institute, Inc., with respect to 1248 Arthur Adams Drive, Columbus Ohio.
- 5) Land Lease File No. 4701, dated December 18, 1987, by and between the state of Ohio, The Ohio State University, through the Department of Administrative Services and the Ohio Building Authority, as amended by that Assignment and Assumption of Lease, dated November 29, 2010 assigning the Ohio Building Authority's interest in the Land Lease to the Department of Administrative Services, with respect to 1320 Arthur Adams Drive, Columbus, Ohio.
- 6) Long-Term Land Lease, dated January 1, 1998, by and between The State of Ohio, on behalf of The Ohio State University through its Department of Administrative Services, Franklin County, Ohio and by and through the Franklin County Board of County Commissioners, as amended by that Addendum, dated April 11, 1989 and by that Addendum II, dated June 29, 1993, with respect to 350 Dodridge Street.
- 7) Lease, dated October 29, 1975, by and between the State of Ohio, through the Department of Administrative Services acting for and on behalf of the State of Ohio and the Board of County Commissioners of Franklin County, Ohio, with respect to 520 King Avenue, Columbus, Ohio.
- 8) Ground Lease, dated July 1, 1998, by and between The Ohio State University and Science and Technology Campus Corporation, an Ohio not-for-profit corporation, as amended by that First Amendment to Ground Lease, dated July 1, 2001 and by that Second Amendment to Ground Lease, dated February 4, 2010, with respect to approximately 6.712 acres of unimproved land on the south side of Kinnear Road, east

of North Star Road, 15.533 acres of unimproved land on the north side of Kinnear Road, east of North Star Road, 10.824 acres of unimproved land on the south side of Lane Avenue, west of Carmack Road, all in the City of Columbus, County of Franklin, State of Ohio.

- 9) Facilities Lease, dated July 1, 1998, by and between The Ohio State University and Science and Technology Campus Corporation, an Ohio not-for-profit corporation, with respect to 1275 Kenny Road, Columbus, Ohio.
- 10) State of Ohio Lease, dated July 31, 2006, by and between the State of Ohio, through its Department of Administrative Services, for and on behalf of The Ohio State University and Lane Kenny Residences, LLC, a limited liability company, with respect to property at the southeast corner of Kenny Road and West Lane Avenue, City of Columbus, Franklin County, Ohio.
- 11) State of Ohio Lease, dated June 11, 2003, by and between the state of Ohio, through its Department of Administrative Services, for and on behalf of The Ohio State University and Festival Partners II, LLC, an Ohio limited liability company, with respect to 1291 West Lane Avenue, Columbus, Ohio.
- 12) State of Ohio Lease, dated June 16, 2004, by and between the state of Ohio, through its Department of Administrative Services, for and on behalf of The Ohio State University and Tommy's Pizza, Inc., as amended by that Amendment to State of Ohio Lease dated September 10, 2003, with respect to 1350 West Lane Avenue, Columbus, Ohio.
- 13) Interagency Lease File No. 1527, dated January 29, 1990, by and between the state of Ohio (The Ohio State University), through its Department of Administrative Services and Ohio Educational Broadcasting Network Commission, as amended by that Lease Addendum I dated April 1, 1993 and by that notice dated July 1, 2005, with respect to 2470 North Star Road, Columbus, Ohio 43266-0554.
- 14) Facilities Lease, dated July 1, 1998, by and between The Ohio State University and Science and Technology Campus Corporation, an Ohio not-for-profit corporation, as amended by that First Amendment to Facilities Lease, dated July 1, 2001, with respect to 1929 Kenny Road, Columbus, Ohio.
- 15) Facilities Lease, dated July 1, 2001, by and between The Ohio State University and Science and Technology Campus Corporation, an Ohio not-for-profit corporation, with respect to 1381 Kinnear Road, Columbus, Ohio.
- 16) Parking Agreement, dated September 1, 2010, by and between The Ohio State University and TTG, Inc. of Columbus, an Ohio corporation, with respect to twelve parking spaces in the parking lot located at 237-41 West 11th Avenue, Columbus, OH.
- 17) Agreement of Lease, dated October 1, 2008, by and between Nurtur Property 252, LLC, an Ohio limited liability company and Nurtur, LLC, an Ohio limited liability company, as amended by that First Amendment to Parking Lot Lease, dated March 16,

2009 and by that Assignment and Assumption Agreement, dated March 27, 2009 assigning Nurtur Property 252 LLC's interest in that Agreement of Lease to The Ohio State University, with respect to 250-252 W. 10th Avenue, Columbus, Ohio.

- 18)** Facilities Lease, dated February 4, 2010, by and between The Ohio State University and Science and Technology Campus Corporation, an Ohio not-for-profit corporation, as amended by that First Amendment to Lease and by that Second Amendment to Lease, with respect to 1330 Kinnear Road, Columbus, Ohio.
- 19)** Agreement of Lease, dated July 31, 2008, by and between Nurtur Property 1630, LLC, an Ohio limited liability company and North Coast Bakeries, Inc., an Ohio corporation, as amended by that First Amendment to Ground Lease Agreement, dated July 13, 2010, by and between Nurtur Property 1630, LLC an Ohio limited liability company and Bruegger's Enterprises, Inc., a Delaware corporation (successor to North Coast Bakeries, Inc.), with respect to 1630 Neil Avenue, Columbus, Ohio.
- 20)** Lease Agreement, dated July 27, 2011, by and between The Ohio State University and CAD Capital, LLC, an Ohio limited liability company, with respect to 300 West Lane Avenue, Columbus, Ohio 43201.
- 21)** Parking Agreement, dated September 1, 2011, by and between The Ohio State University and Buckeye Real Estate Corporation, an Ohio corporation, with respect to four parking spaces in the parking lot located at 237-41 West 11th Avenue, Columbus, OH.
- 22)** Parking Agreement, dated September 1, 2011, by and between The Ohio State University and Credit Union of Ohio, Inc., an Ohio non-profit Corporation, with respect to two parking spaces in the parking lot located at 237-41 West 11th Avenue, Columbus, OH.

SCHEDULE 17

GARAGE OFFICES

Please see the attached PDFs representing the following offices: approximately 288 square feet on the first floor of the 9th Avenue East Garage; approximately 9,758 square feet on the lower level and the first floor of the Hospitals Garage; approximately 23,297 square feet on the ground floor and first floor of Tuttle Garage; the security office and maintenance facility in the South Campus Gateway Garage; the loading dock that is built in to the Lane Ave. Garage; and the refrigeration unit located inside the 12th Ave. Garage.

9TH AVE EAST GARAGE

288 SF

10

9th Ave.

11

12

13

14

ENLARGED PLAN

2
A104

PARKING OFFICE

SIGN S15

SIGN S1, S17

SIGN S1, S17

SIGN S7

SIGN S7

SIGN S3

29'-6"

17'-6"

14'-6"

14'-6"

29'-6"

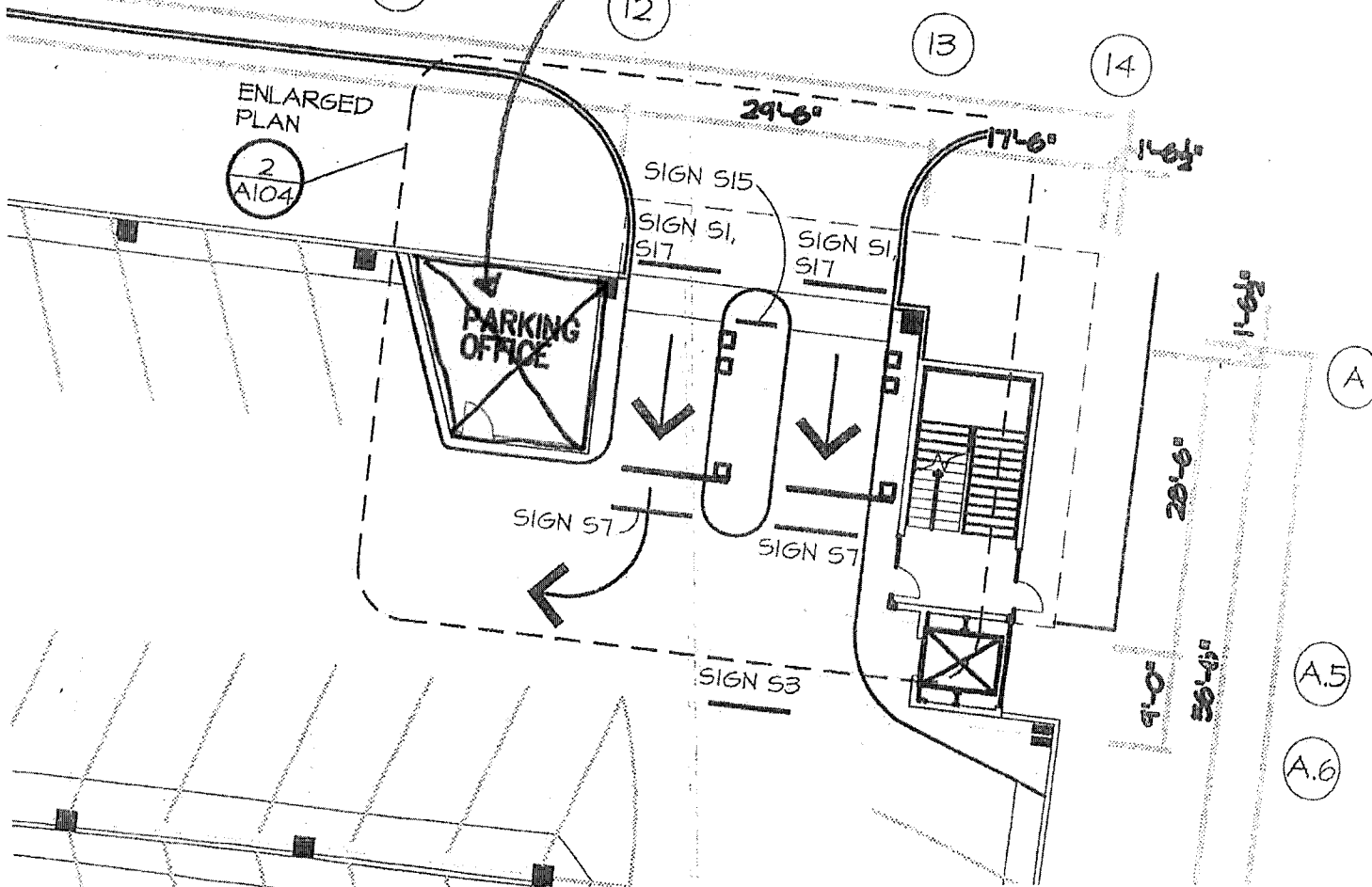
9'-0"

26'-0"

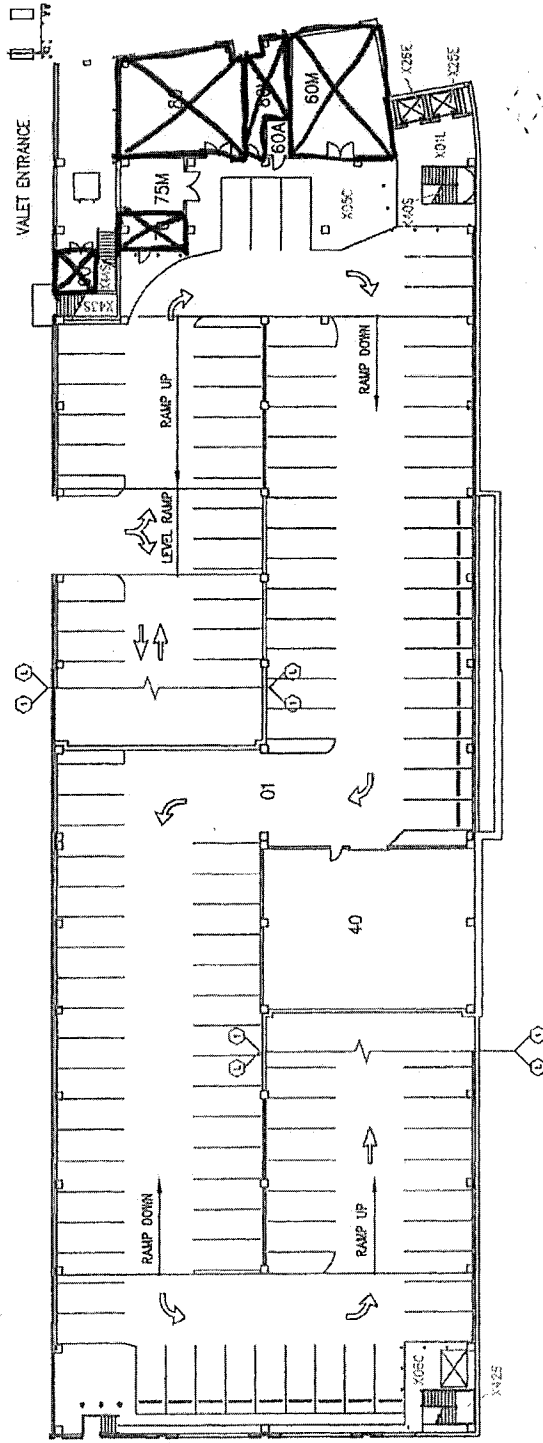
A

A.5

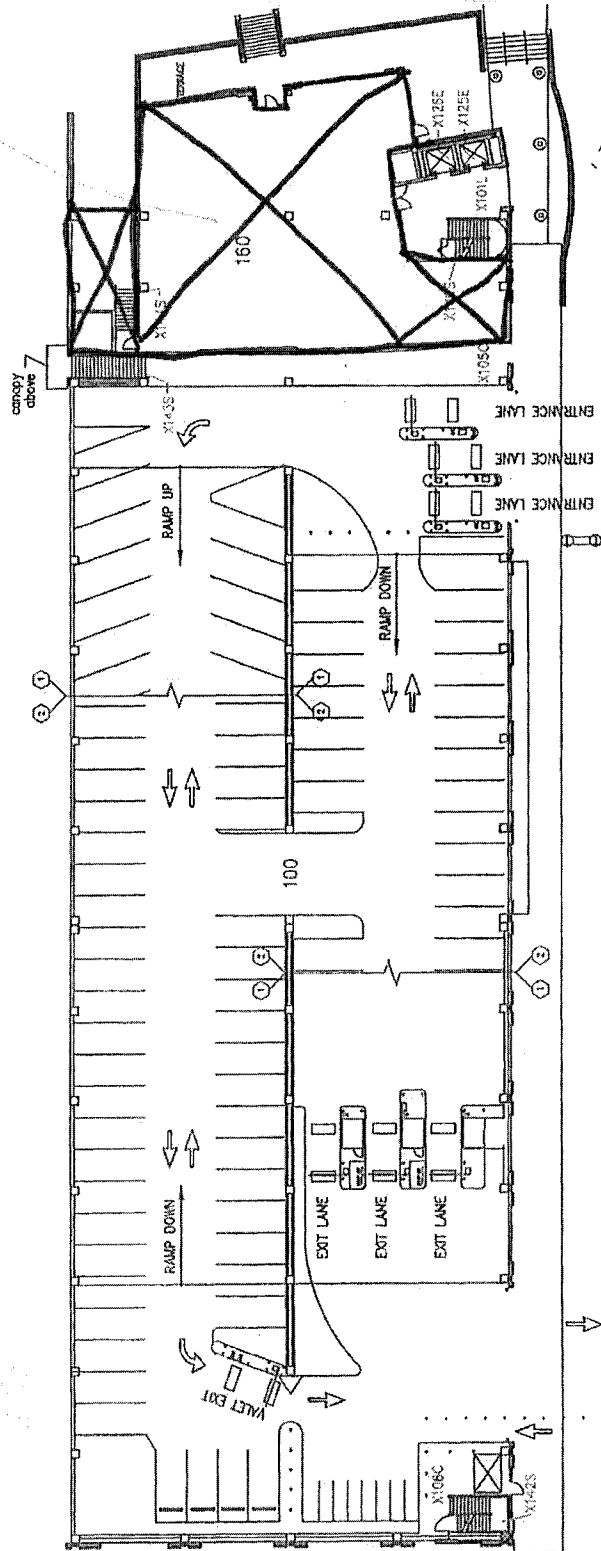
A.6



Ground Floor Hospitals Garage

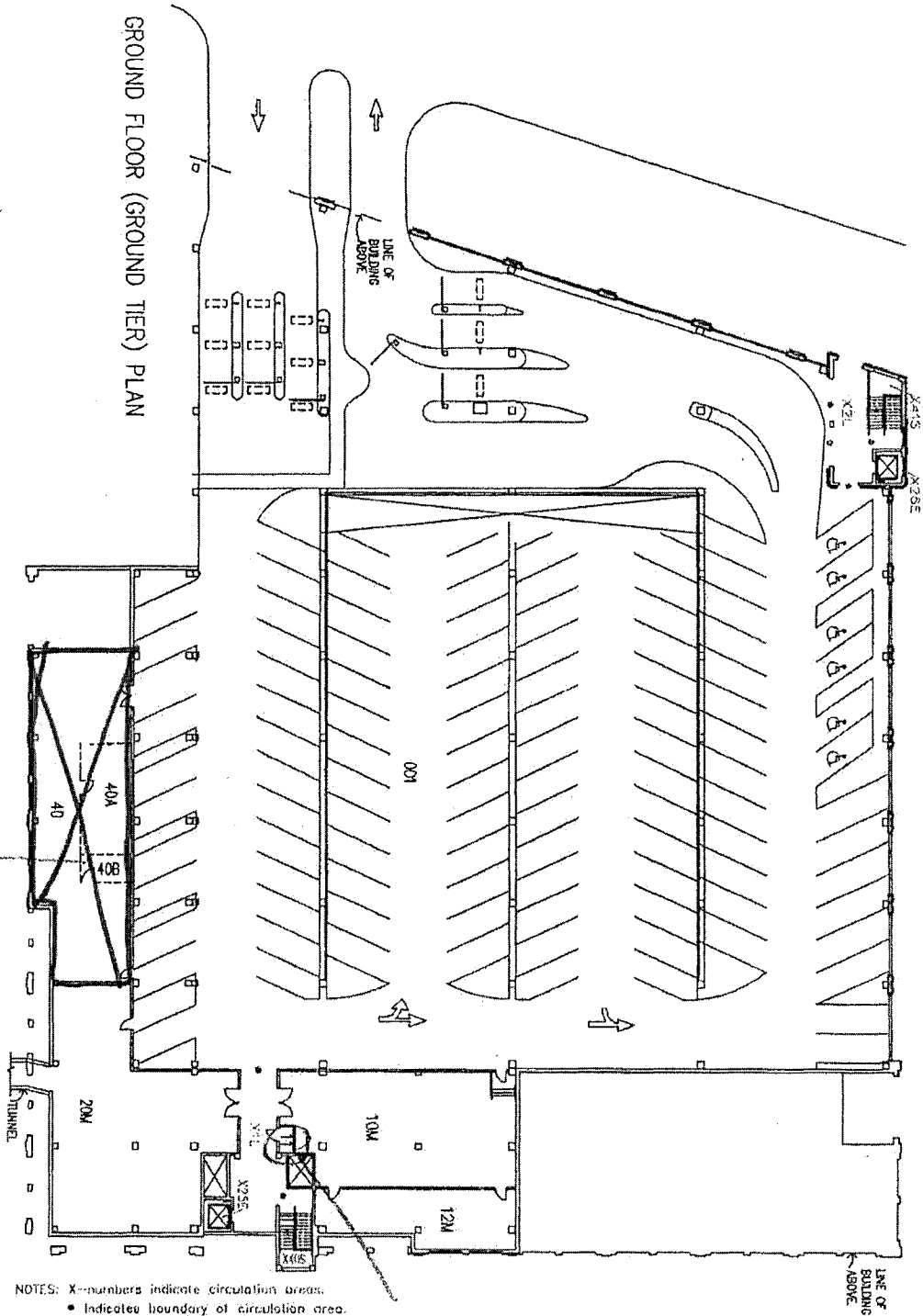


1st Floor Hospitals Garage



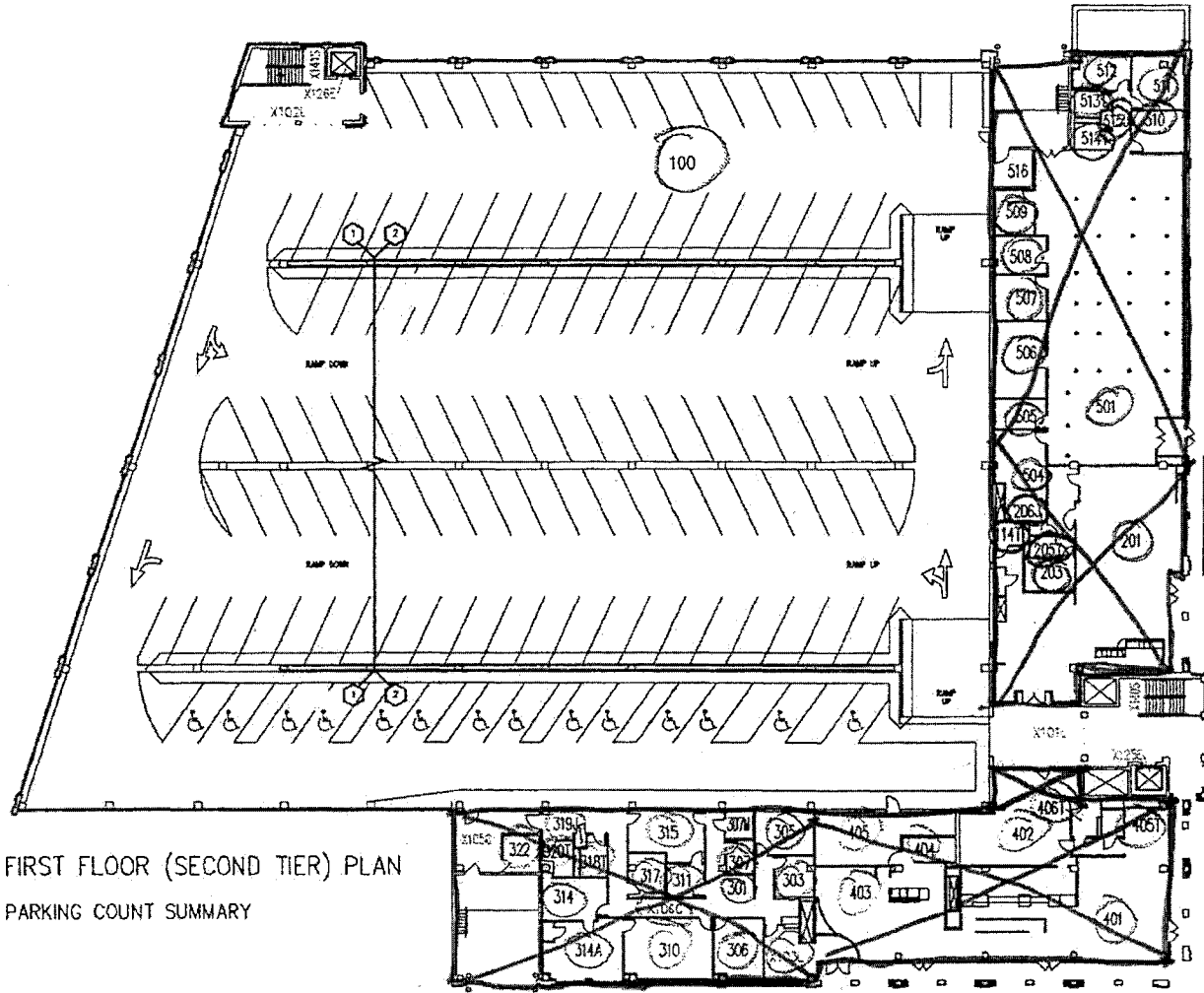
DISCLAIMER: No guarantee is implied as to the accuracy of dimensions or building features shown. Users of this drawing assume all responsibility for verifying its accuracy.

GROUND FLOOR (GROUND TIER) PLAN



NOTES: X-numbers indicate circulation areas.
 • Indicate boundary of circulation area.

MECA = CIRC - 005 #
 ASSIGNED - ?



FIRST FLOOR (SECOND TIER) PLAN
 PARKING COUNT SUMMARY

DISCLAIMER: No guarantee is implied as to the accuracy of dimensions or building features shown. Users of this drawing assume all responsibility for verifying its accuracy.

NOTES: X-numbers indicate circulation areas.
 • Indicates boundary of circulation area.

Revised RFI

NO.	DATE	DESCRIPTION
1	08/11/10	ISSUE FOR PERMITS
2	08/11/10	ISSUE FOR PERMITS
3	08/11/10	ISSUE FOR PERMITS
4	08/11/10	ISSUE FOR PERMITS
5	08/11/10	ISSUE FOR PERMITS
6	08/11/10	ISSUE FOR PERMITS
7	08/11/10	ISSUE FOR PERMITS
8	08/11/10	ISSUE FOR PERMITS
9	08/11/10	ISSUE FOR PERMITS
10	08/11/10	ISSUE FOR PERMITS
11	08/11/10	ISSUE FOR PERMITS
12	08/11/10	ISSUE FOR PERMITS
13	08/11/10	ISSUE FOR PERMITS
14	08/11/10	ISSUE FOR PERMITS
15	08/11/10	ISSUE FOR PERMITS
16	08/11/10	ISSUE FOR PERMITS
17	08/11/10	ISSUE FOR PERMITS
18	08/11/10	ISSUE FOR PERMITS
19	08/11/10	ISSUE FOR PERMITS
20	08/11/10	ISSUE FOR PERMITS
21	08/11/10	ISSUE FOR PERMITS
22	08/11/10	ISSUE FOR PERMITS
23	08/11/10	ISSUE FOR PERMITS
24	08/11/10	ISSUE FOR PERMITS
25	08/11/10	ISSUE FOR PERMITS
26	08/11/10	ISSUE FOR PERMITS
27	08/11/10	ISSUE FOR PERMITS
28	08/11/10	ISSUE FOR PERMITS
29	08/11/10	ISSUE FOR PERMITS
30	08/11/10	ISSUE FOR PERMITS
31	08/11/10	ISSUE FOR PERMITS
32	08/11/10	ISSUE FOR PERMITS
33	08/11/10	ISSUE FOR PERMITS
34	08/11/10	ISSUE FOR PERMITS
35	08/11/10	ISSUE FOR PERMITS
36	08/11/10	ISSUE FOR PERMITS
37	08/11/10	ISSUE FOR PERMITS
38	08/11/10	ISSUE FOR PERMITS
39	08/11/10	ISSUE FOR PERMITS
40	08/11/10	ISSUE FOR PERMITS
41	08/11/10	ISSUE FOR PERMITS
42	08/11/10	ISSUE FOR PERMITS
43	08/11/10	ISSUE FOR PERMITS
44	08/11/10	ISSUE FOR PERMITS
45	08/11/10	ISSUE FOR PERMITS
46	08/11/10	ISSUE FOR PERMITS
47	08/11/10	ISSUE FOR PERMITS
48	08/11/10	ISSUE FOR PERMITS
49	08/11/10	ISSUE FOR PERMITS
50	08/11/10	ISSUE FOR PERMITS
51	08/11/10	ISSUE FOR PERMITS
52	08/11/10	ISSUE FOR PERMITS
53	08/11/10	ISSUE FOR PERMITS
54	08/11/10	ISSUE FOR PERMITS
55	08/11/10	ISSUE FOR PERMITS
56	08/11/10	ISSUE FOR PERMITS
57	08/11/10	ISSUE FOR PERMITS
58	08/11/10	ISSUE FOR PERMITS
59	08/11/10	ISSUE FOR PERMITS
60	08/11/10	ISSUE FOR PERMITS
61	08/11/10	ISSUE FOR PERMITS
62	08/11/10	ISSUE FOR PERMITS
63	08/11/10	ISSUE FOR PERMITS
64	08/11/10	ISSUE FOR PERMITS
65	08/11/10	ISSUE FOR PERMITS
66	08/11/10	ISSUE FOR PERMITS
67	08/11/10	ISSUE FOR PERMITS
68	08/11/10	ISSUE FOR PERMITS
69	08/11/10	ISSUE FOR PERMITS
70	08/11/10	ISSUE FOR PERMITS
71	08/11/10	ISSUE FOR PERMITS
72	08/11/10	ISSUE FOR PERMITS
73	08/11/10	ISSUE FOR PERMITS
74	08/11/10	ISSUE FOR PERMITS
75	08/11/10	ISSUE FOR PERMITS
76	08/11/10	ISSUE FOR PERMITS
77	08/11/10	ISSUE FOR PERMITS
78	08/11/10	ISSUE FOR PERMITS
79	08/11/10	ISSUE FOR PERMITS
80	08/11/10	ISSUE FOR PERMITS
81	08/11/10	ISSUE FOR PERMITS
82	08/11/10	ISSUE FOR PERMITS
83	08/11/10	ISSUE FOR PERMITS
84	08/11/10	ISSUE FOR PERMITS
85	08/11/10	ISSUE FOR PERMITS
86	08/11/10	ISSUE FOR PERMITS
87	08/11/10	ISSUE FOR PERMITS
88	08/11/10	ISSUE FOR PERMITS
89	08/11/10	ISSUE FOR PERMITS
90	08/11/10	ISSUE FOR PERMITS
91	08/11/10	ISSUE FOR PERMITS
92	08/11/10	ISSUE FOR PERMITS
93	08/11/10	ISSUE FOR PERMITS
94	08/11/10	ISSUE FOR PERMITS
95	08/11/10	ISSUE FOR PERMITS
96	08/11/10	ISSUE FOR PERMITS
97	08/11/10	ISSUE FOR PERMITS
98	08/11/10	ISSUE FOR PERMITS
99	08/11/10	ISSUE FOR PERMITS
100	08/11/10	ISSUE FOR PERMITS

Revised RFI

NO.	DATE	DESCRIPTION
1	08/11/10	ISSUE FOR PERMITS
2	08/11/10	ISSUE FOR PERMITS
3	08/11/10	ISSUE FOR PERMITS
4	08/11/10	ISSUE FOR PERMITS
5	08/11/10	ISSUE FOR PERMITS
6	08/11/10	ISSUE FOR PERMITS
7	08/11/10	ISSUE FOR PERMITS
8	08/11/10	ISSUE FOR PERMITS
9	08/11/10	ISSUE FOR PERMITS
10	08/11/10	ISSUE FOR PERMITS
11	08/11/10	ISSUE FOR PERMITS
12	08/11/10	ISSUE FOR PERMITS
13	08/11/10	ISSUE FOR PERMITS
14	08/11/10	ISSUE FOR PERMITS
15	08/11/10	ISSUE FOR PERMITS
16	08/11/10	ISSUE FOR PERMITS
17	08/11/10	ISSUE FOR PERMITS
18	08/11/10	ISSUE FOR PERMITS
19	08/11/10	ISSUE FOR PERMITS
20	08/11/10	ISSUE FOR PERMITS
21	08/11/10	ISSUE FOR PERMITS
22	08/11/10	ISSUE FOR PERMITS
23	08/11/10	ISSUE FOR PERMITS
24	08/11/10	ISSUE FOR PERMITS
25	08/11/10	ISSUE FOR PERMITS
26	08/11/10	ISSUE FOR PERMITS
27	08/11/10	ISSUE FOR PERMITS
28	08/11/10	ISSUE FOR PERMITS
29	08/11/10	ISSUE FOR PERMITS
30	08/11/10	ISSUE FOR PERMITS
31	08/11/10	ISSUE FOR PERMITS
32	08/11/10	ISSUE FOR PERMITS
33	08/11/10	ISSUE FOR PERMITS
34	08/11/10	ISSUE FOR PERMITS
35	08/11/10	ISSUE FOR PERMITS
36	08/11/10	ISSUE FOR PERMITS
37	08/11/10	ISSUE FOR PERMITS
38	08/11/10	ISSUE FOR PERMITS
39	08/11/10	ISSUE FOR PERMITS
40	08/11/10	ISSUE FOR PERMITS
41	08/11/10	ISSUE FOR PERMITS
42	08/11/10	ISSUE FOR PERMITS
43	08/11/10	ISSUE FOR PERMITS
44	08/11/10	ISSUE FOR PERMITS
45	08/11/10	ISSUE FOR PERMITS
46	08/11/10	ISSUE FOR PERMITS
47	08/11/10	ISSUE FOR PERMITS
48	08/11/10	ISSUE FOR PERMITS
49	08/11/10	ISSUE FOR PERMITS
50	08/11/10	ISSUE FOR PERMITS
51	08/11/10	ISSUE FOR PERMITS
52	08/11/10	ISSUE FOR PERMITS
53	08/11/10	ISSUE FOR PERMITS
54	08/11/10	ISSUE FOR PERMITS
55	08/11/10	ISSUE FOR PERMITS
56	08/11/10	ISSUE FOR PERMITS
57	08/11/10	ISSUE FOR PERMITS
58	08/11/10	ISSUE FOR PERMITS
59	08/11/10	ISSUE FOR PERMITS
60	08/11/10	ISSUE FOR PERMITS
61	08/11/10	ISSUE FOR PERMITS
62	08/11/10	ISSUE FOR PERMITS
63	08/11/10	ISSUE FOR PERMITS
64	08/11/10	ISSUE FOR PERMITS
65	08/11/10	ISSUE FOR PERMITS
66	08/11/10	ISSUE FOR PERMITS
67	08/11/10	ISSUE FOR PERMITS
68	08/11/10	ISSUE FOR PERMITS
69	08/11/10	ISSUE FOR PERMITS
70	08/11/10	ISSUE FOR PERMITS
71	08/11/10	ISSUE FOR PERMITS
72	08/11/10	ISSUE FOR PERMITS
73	08/11/10	ISSUE FOR PERMITS
74	08/11/10	ISSUE FOR PERMITS
75	08/11/10	ISSUE FOR PERMITS
76	08/11/10	ISSUE FOR PERMITS
77	08/11/10	ISSUE FOR PERMITS
78	08/11/10	ISSUE FOR PERMITS
79	08/11/10	ISSUE FOR PERMITS
80	08/11/10	ISSUE FOR PERMITS
81	08/11/10	ISSUE FOR PERMITS
82	08/11/10	ISSUE FOR PERMITS
83	08/11/10	ISSUE FOR PERMITS
84	08/11/10	ISSUE FOR PERMITS
85	08/11/10	ISSUE FOR PERMITS
86	08/11/10	ISSUE FOR PERMITS
87	08/11/10	ISSUE FOR PERMITS
88	08/11/10	ISSUE FOR PERMITS
89	08/11/10	ISSUE FOR PERMITS
90	08/11/10	ISSUE FOR PERMITS
91	08/11/10	ISSUE FOR PERMITS
92	08/11/10	ISSUE FOR PERMITS
93	08/11/10	ISSUE FOR PERMITS
94	08/11/10	ISSUE FOR PERMITS
95	08/11/10	ISSUE FOR PERMITS
96	08/11/10	ISSUE FOR PERMITS
97	08/11/10	ISSUE FOR PERMITS
98	08/11/10	ISSUE FOR PERMITS
99	08/11/10	ISSUE FOR PERMITS
100	08/11/10	ISSUE FOR PERMITS

South Campus Gateway
 South Campus Gateway, LLC
 1400 1st Avenue, Suite 300
 Jersey City, NJ 07310
 Joe Ling, USCA
 Project Architect

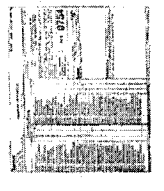
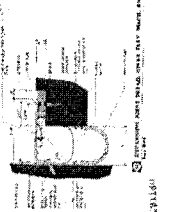
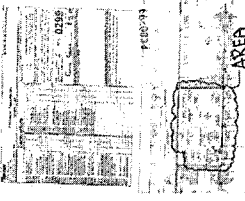
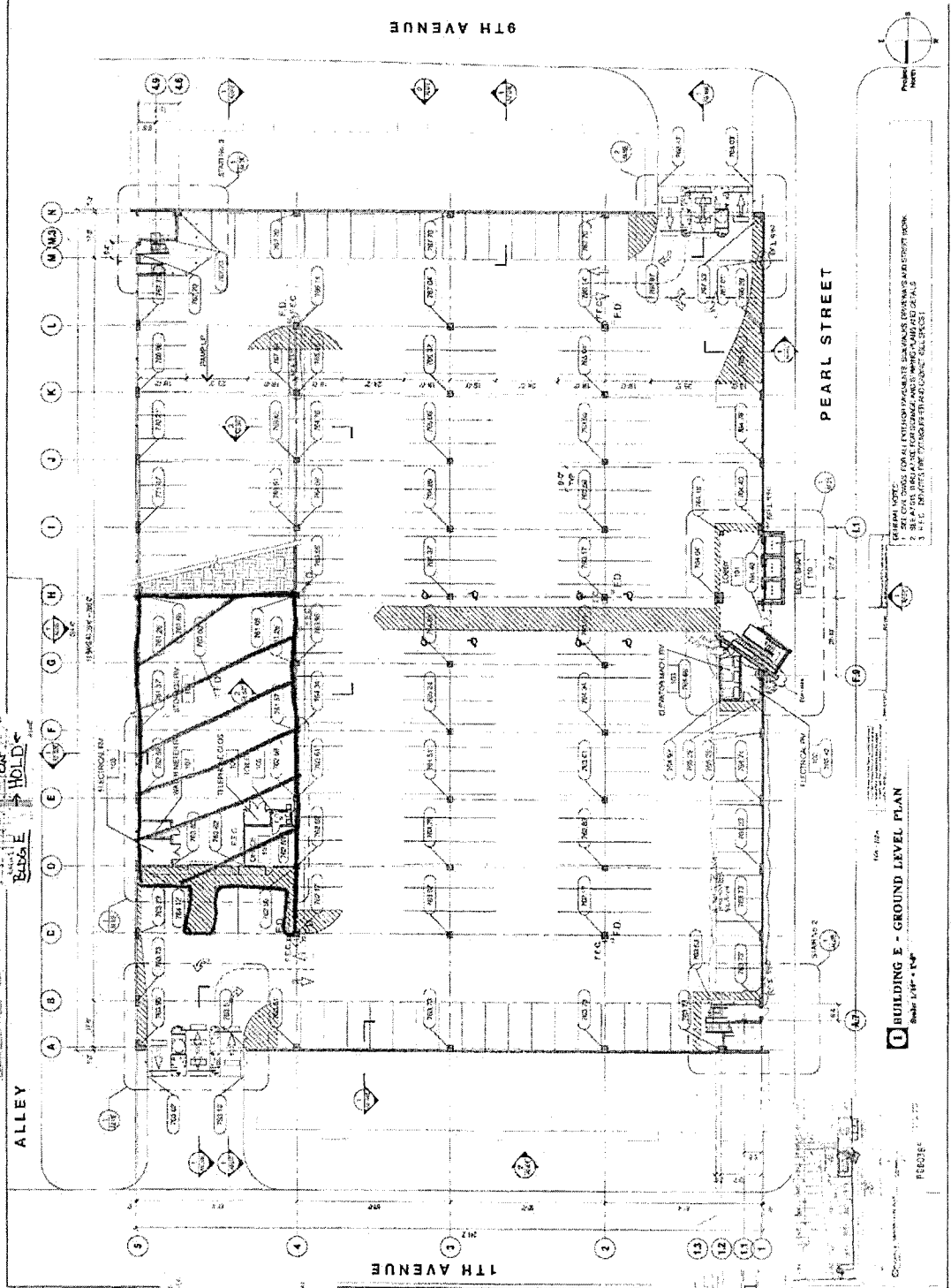
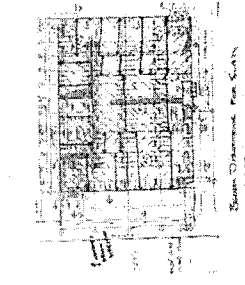
PLANNING ARCHITECTS
 1400 1st Avenue, Suite 300
 Jersey City, NJ 07310
 Joe Ling, USCA
 Project Architect

DESIGN
 DESMAN
 1400 1st Avenue, Suite 300
 Jersey City, NJ 07310
 Joe Ling, USCA
 Project Architect

Project Number: 0810
 Date: 01 October 2010
 Revision: 1
 Scale: As Shown
 Drawing No: 0810

Ground Level Plan
 REVISIONS
 08/11/10

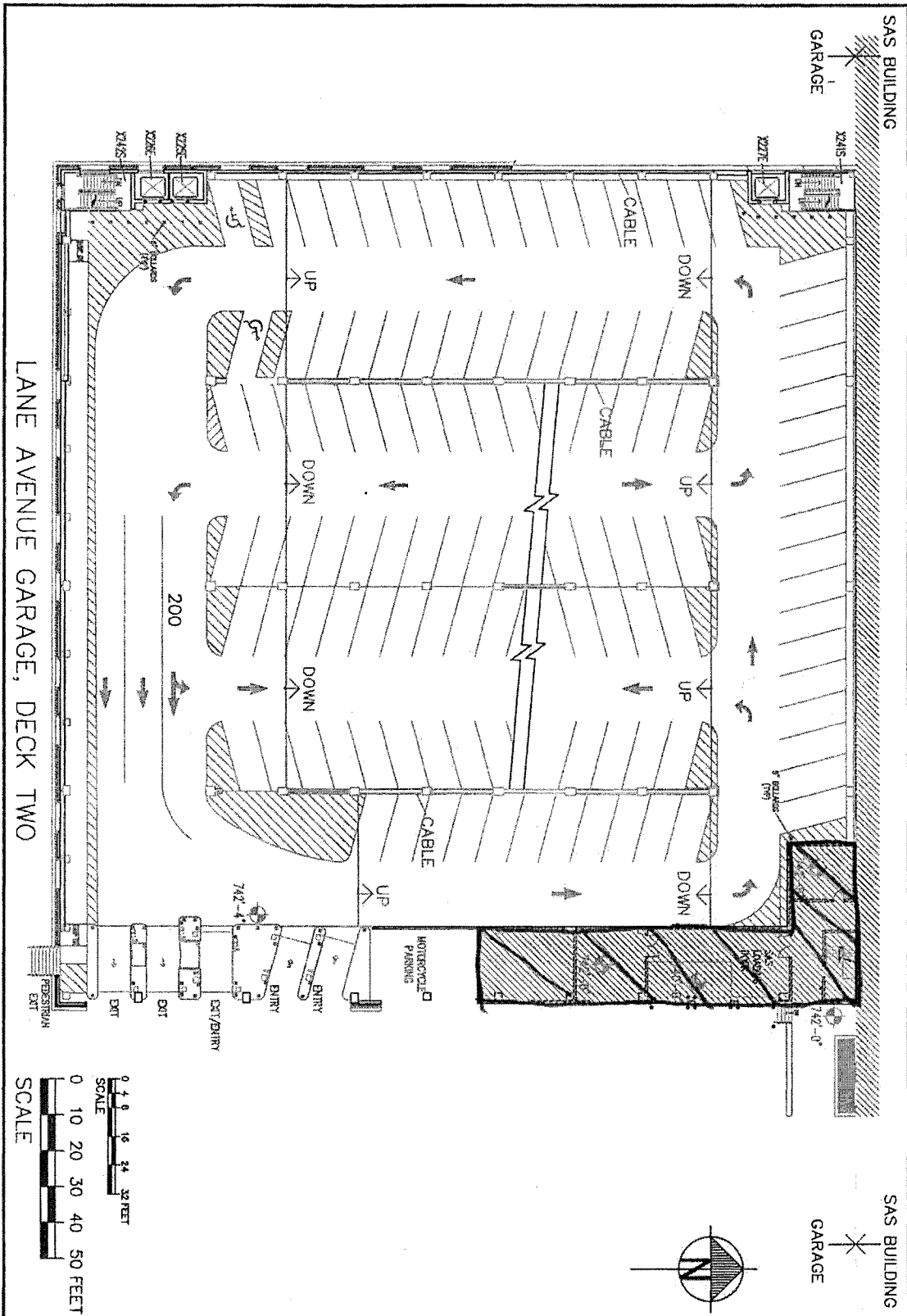
Building E
A1.01E



- 1. GENERAL NOTES: CONSULT EXTENSION TO THESE DRAWINGS FOR DETAILS AND SPECIFICATIONS.
- 2. SEE ALL NOTES FOR DIMENSIONS AND FINISHES.
- 3. SEE REVISIONS FOR CHANGES AND CORRECTIONS.

Building E - Ground Level Plan
 Scale: 1/8" = 1'-0"

DATE: 08/11/10



NOTES: X-numbers indicate circulation areas.
 • Indicates boundary of circulation area.

DISCLAIMER: No guarantee is implied as to the accuracy of dimensions or building features shown. Users of this drawing assume all responsibility for verifying its accuracy.

159/LANE AVENUE GARAGE
 281 W. LANE AVENUE
 FACILITIES OPERATIONS AND DEVELOPMENT-THE OHIO STATE UNIVERSITY

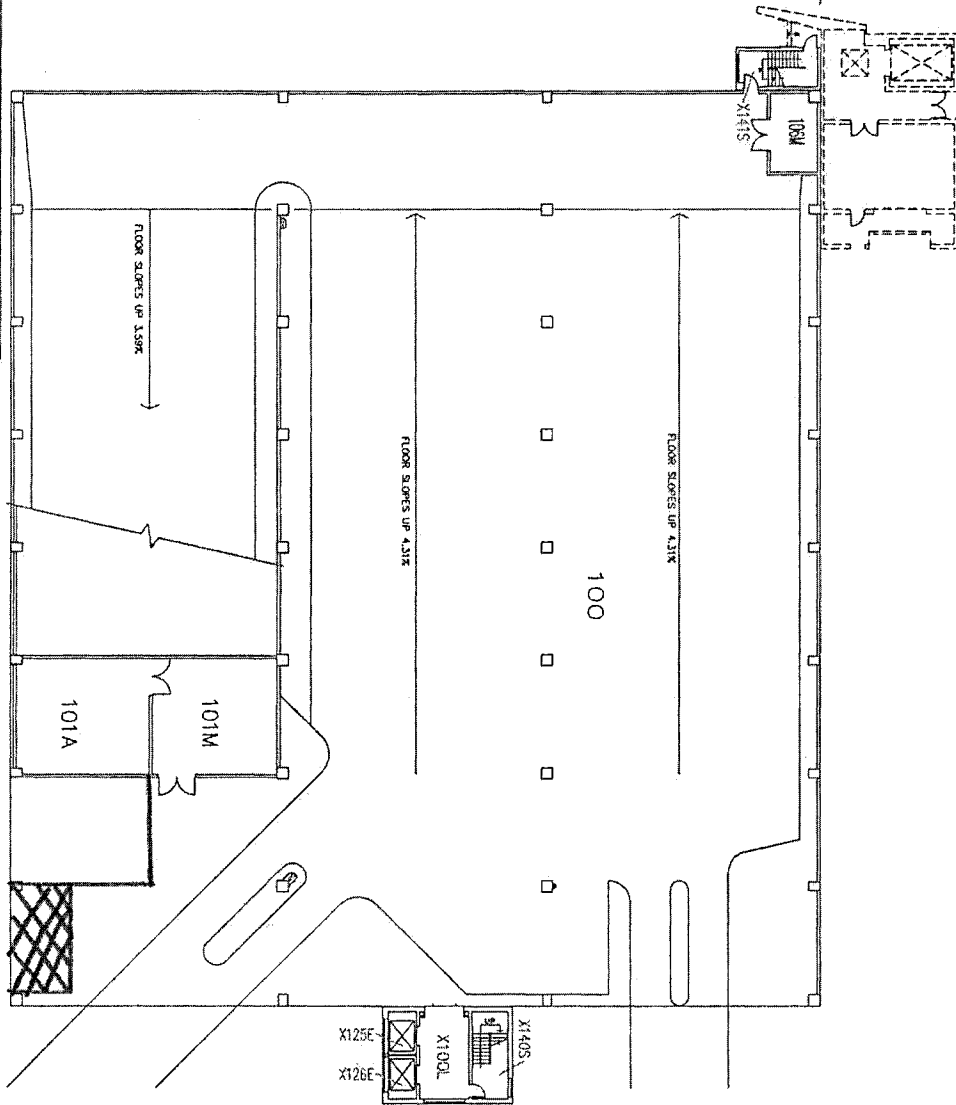
DATE: 5-20-2008
 SCALE: 1/32" = 1'-0"
 DRAWN BY: ACOCK ASSOCIATES
 REVISIONS: 10-09/NCS

3/10

BLDG. 010
 BIOLOGICAL
 SCIENCES
 GREENHOUSES

DISCLAIMER: No guarantee is implied as to the accuracy of dimensions or building features shown. Users of this drawing assume all responsibility for verifying its accuracy.

GROUND FLOOR PLAN



(PARKING GARAGE K)

NOTES: X-numbers indicate circulation areas.
 • Indicates boundary of circulation area.

3877 MILITARY AVENUE PARK NO GARAGE
 300 NCS TWINN AVENUE
 3000 PLYMOUTH AND LAMAR BLVD. 300 SOUTH AVENUE

DATE: 06-28-2011
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 PROJECT NO: [illegible]

SCHEDULE 18

FORM OF MEMORANDUM OF LEASE

(Space above this line for Recorder's Use)

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "**Memorandum**") is made and entered into as of this ___ day of September, 2012, by and between **THE OHIO STATE UNIVERSITY** ("**Lessor**"), as lessor, with an address of c/o Office of Physical Planning and Real Estate, 53 W. 11th Avenue, Columbus, Ohio 43201, and CampusParc LP, a Delaware limited partnership ("**Lessee**"), as lessee, with an address of 132 Bevis Hall, 1080 Carmack Road, Columbus, Ohio 43210.

BACKGROUND

A. Lessor and Lessee entered into that certain Long-Term Lease and Concession Agreement for The Ohio State University Parking System, executed as of June 28, 2012, as amended by that certain First Amendment dated as of September 19, 2012 and that certain Second Amendment dated as of September __, 2012 (as amended, the "**Lease**"), pursuant to which, among other things, Lessor (i) leased to Lessee the Premises (as defined below) and (ii) granted Lessee the right to use, operate, manage, maintain and rehabilitate the Premises and certain other assets in connection therewith;

B. Lessor and Lessee desire to provide record evidence of Lessee's lease of the Premises pursuant to the terms of the Lease.

CONFIRMATION AND ACKNOWLEDGEMENT

NOW, THEREFORE, Lessor and Lessee hereby confirm the terms of the Lease and acknowledge the following:

1. Lessor and Lessee. The names and addresses of Lessor and Lessee under the Lease are as set forth in the Preamble of this Memorandum.

2. Premises. The real property leased by Lessee pursuant to the Lease consists of the Parking Garages and Parking Lots (collectively, the “**Premises**”). “**Parking Garages**” means the parking garages described in Part I of Schedule 1 attached to this Memorandum and made a part hereof as “Lease Parcel” or “Lease Area” along with the cross-hatched area depicted thereon and as further described in Part I of Schedule 1; provided, however, “Parking Garages” does not include the office spaces identified on Schedule 2 attached to this Memorandum and made a part hereof, and any ancillary facilities related thereto, which Lessor has the right to continue to possess with rights of ingress and egress thereto and therefrom. “**Parking Lots**” means the parking lots described in Part II of Schedule 1 attached to this Memorandum and made a part hereof as “Lease Parcel” or “Lease Area” along with the cross-hatched area depicted thereon and as further described in Part II of Schedule 1.

3. Term. The term of the Lease commences on the date of this Memorandum and expires on the fiftieth (50th) anniversary thereof (or such later date as may be required to effect a “Delay Event Remedy” under the Lease but subject to earlier termination as provided in the Lease).

4. No Options. Lessee has no option or right to extend the term of the Lease.

5. Prior References. Lessor claims title (or beneficial title) to the Premises pursuant to the following deeds of record filed in Franklin County Records:

Volume 103, Page 542	Volume 2228, Page 109	Volume 2670, Page 97
Volume 103, Page 543	Volume 2228, Page 136	Volume 2672, Page 534
Volume 103, Page 544	Volume 2250, Page 221	Volume 2674, Page 406
Volume 103, Page 546	Volume 2250, Page 224	Volume 2674, Page 511
Volume 103, Page 547	Volume 2252, Page 627	Volume 2678, Page 683
Volume 103, Page 549	Volume 2258, Page 504	Volume 2679, Page 698
Volume 103, Page 550	Volume 2258, Page 659	Volume 2680, Page 11
Volume 103, Page 552	Volume 2259, Page 235	Volume 2681, Page 337
Volume 140, Page 174	Volume 2261, Page 407	Volume 2682, Page 686
Volume 564, Page 8	Volume 2264, Page 632	Volume 2683, Page 74
Volume 602, Page 463	Volume 2269, Page 671	Volume 2684, Page 57
Volume 604, Page 561	Volume 2272, Page 419	Volume 2685, Page 563
Volume 620, Page 413	Volume 2272, Page 574	Volume 2685, Page 568
Volume 641, Page 242	Volume 2285, Page 395	Volume 2686, Page 369
Volume 694, Page 598	Volume 2285, Page 396	Volume 2687, Page 399
Volume 706, Page 360	Volume 2288, Page 443	Volume 2690, Page 284
Volume 706, Page 361	Volume 2294, Page 660	Volume 2700, Page 490
Volume 706, Page 362	Volume 2294, Page 662	Volume 2701, Page 424
Volume 706, Page 363	Volume 2294, Page 664	Volume 2703, Page 136
Volume 706, Page 364	Volume 2303, Page 681	Volume 2704, Page 581
Volume 717, Page 124	Volume 2320, Page 208	Volume 2710, Page 328
Volume 717, Page 125	Volume 2348, Page 254	Volume 2710, Page 330
Volume 717, Page 128	Volume 2356, Page 525	Volume 2711, Page 190
Volume 746, Page 375	Volume 2360, Page 86	Volume 2711, Page 442
Volume 753, Page 213	Volume 2361, Page 354	Volume 2714, Page 273

Volume 803, Page 625
Volume 804, Page 360
Volume 807, Page 173
Volume 814, Page 159
Volume 815, Page 123
Volume 817, Page 657
Volume 819, Page 297
Volume 878, Page 155
Volume 878, Page 60
Volume 889, Page 289
Volume 890, Page 101
Volume 907, Page 118
Volume 917, Page 492
Volume 921, Page 645
Volume 929, Page 405
Volume 930, Page 523
Volume 930, Page 532
Volume 934, Page 24
Volume 934, Page 418
Volume 935, Page 28
Volume 939, Page 133
Volume 940, Page 336
Volume 940, Page 338
Volume 940, Page 406
Volume 941, Page 378
Volume 942, Page 179
Volume 950, Page 582
Volume 951, Page 150
Volume 952, Page 358
Volume 952, Page 637
Volume 959, Page 78
Volume 962, Page 210
Volume 962, Page 654
Volume 963, Page 592
Volume 965, Page 281
Volume 966, Page 297
Volume 979, Page 134
Volume 980, Page 381
Volume 989, Page 138
Volume 992, Page 6
Volume 993, Page 327
Volume 1042, Page 76
Volume 1044, Page 415
Volume 1593, Page 559
Volume 1593, Page 562
Volume 1593, Page 566

Volume 2365, Page 113
Volume 2366, Page 478
Volume 2368, Page 610
Volume 2369, Page 234
Volume 2369, Page 51
Volume 2369, Page 612
Volume 2370, Page 277
Volume 2370, Page 34
Volume 2370, Page 36
Volume 2370, Page 670
Volume 2386, Page 261
Volume 2387, Page 470
Volume 2388, Page 358
Volume 2403, Page 584
Volume 2404, Page 320
Volume 2409, Page 440
Volume 2421, Page 67
Volume 2429, Page 593
Volume 2448, Page 525
Volume 2448, Page 527
Volume 2449, Page 108
Volume 2449, Page 112
Volume 2450, Page 141
Volume 2450, Page 221
Volume 2458, Page 540
Volume 2464, Page 247
Volume 2471, Page 16
Volume 2473, Page 308
Volume 2475, Page 94
Volume 2479, Page 114
Volume 2484, Page 662
Volume 2594, Page 231
Volume 2598, Page 55
Volume 2600, Page 620
Volume 2600, Page 622
Volume 2601, Page 129
Volume 2601, Page 131
Volume 2601, Page 370
Volume 2602, Page 609
Volume 2603, Page 293
Volume 2603, Page 295
Volume 2603, Page 299
Volume 2605, Page 139
Volume 2607, Page 452
Volume 2608, Page 472
Volume 2608, Page 475

Volume 2714, Page 276
Volume 2714, Page 279
Volume 2714, Page 282
Volume 2714, Page 285
Volume 2716, Page 271
Volume 2717, Page 572
Volume 2721, Page 7
Volume 2722, Page 659
Volume 2733, Page 697
Volume 2739, Page 118
Volume 2740, Page 639
Volume 2741, Page 353
Volume 2742, Page 351
Volume 2742, Page 355
Volume 2742, Page 674
Volume 2743, Page 190
Volume 2743, Page 372
Volume 2762, Page 448
Volume 2764, Page 69
Volume 2842, Page 385
Volume 2844, Page 223
Volume 2844, Page 612
Volume 2866, Page 480
Volume 2881, Page 291
Volume 2907, Page 113
Volume 3061, Page 120
Volume 3061, Page 122
Volume 3061, Page 124
Volume 3061, Page 126
Volume 3267, Page 216
Volume 3282, Page 104
Volume 3288, Page 566
Volume 3296, Page 377
Volume 3296, Page 379
Volume 3296, Page 381
Volume 3296, Page 383
Volume 3296, Page 551
Volume 3296, Page 552
Volume 3296, Page 553
Volume 3296, Page 554
Volume 3433, Page 411
Volume 3481, Page 120
Volume 3481, Page 122
Volume 3530, Page 10
Volume 3575, Page 198
Volume 3611, Page 648

Volume 1809, Page 504	Volume 2608, Page 478	Volume 3632, Page 623
Volume 1970, Page 569	Volume 2611, Page 610	Volume 3677, Page 247
Volume 1970, Page 571	Volume 2612, Page 593	Volume 3687, Page 714
Volume 1973, Page 31	Volume 2612, Page 595	Book 428, Page 192
Volume 1973, Page 33	Volume 2614, Page 234	Book 428, Page 194
Volume 1974, Page 308	Volume 2614, Page 65	Book 504, Page 574
Volume 1974, Page 311	Volume 2615, Page 366	Book 602, Page 463
Volume 1974, Page 58	Volume 2615, Page 517	Book 616, Page 399
Volume 1978, Page 339	Volume 2622, Page 584	Book 804, Page 360
Volume 1994, Page 130	Volume 2626, Page 154	Book 804, Page 361
Volume 1996, Page 32	Volume 2626, Page 156	Book 966, Page 339
Volume 2074, Page 252	Volume 2627, Page 495	Book 2077, Page 222
Volume 2076, Page 331	Volume 2628, Page 498	Book 2077, Page 226
Volume 2077, Page 222	Volume 2637, Page 69	Deed Book 629, Page 11
Volume 2113, Page 581	Volume 2639, Page 157	ORV 2125 G02
Volume 2120, Page 626	Volume 2645, Page 30	ORV 2185, Page G03
Volume 2138, Page 303	Volume 2649, Page 685	ORV 8766, Page B14
Volume 2148, Page 318	Volume 2649, Page 687	ORV 9186, Page A06
Volume 2149, Page 557	Volume 2653, Page 106	ORV 04920 D14
Volume 2167, Page 428	Volume 2656, Page 433	ORV 06194 D01
Volume 2173, Page 325	Volume 2659, Page 153	ORV 14248 C10
Volume 2177, Page 154	Volume 2661, Page 207	ORV 14694, Page D18
Volume 2183, Page 471	Volume 2663, Page 667	ORV 17610, Page I04
Volume 2185, Page 161	Volume 2663, Page 69	ORV 17337, Page B15
Volume 2190, Page 125	Volume 2663, Page 71	ORV 23253, Page D07
Volume 2223, Page 28	Volume 2664, Page 614	ORV 23293 H02
Volume 2227, Page 229	Volume 2668, Page 112	ORV 24895 F13
Volume 2227, Page 686	Volume 2669, Page 490	ORV 24895 F17
Volume 2227, Page 688	Volume 2670, Page 501	ORV 24895 F20
Volume 2228, Page 107	Volume 2670, Page 95	ORV 33468, Page E03
		Probate Book 725, Page 488
		Probate Book 725, Page 489

Lessor claims title (or beneficial title) to the Premises pursuant to the following deeds of record filed in Franklin County Records as:

Document No. 199904140093478	Instrument No. 200009290198264
Document No. 200307080207557	Instrument No. 200009290198266
Document No. 200309090285913	Instrument No. 200108070181903
Document No. 200312300405732	Instrument No. 200309050283360
Instrument No. 199710070114040	Instrument No. 200905010061900

6. Inconsistent Provisions. The provisions of this Memorandum constitute only a general description of the content of the Lease with respect to matters set forth herein. Accordingly, third parties are advised that the provisions of the Lease itself shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence

and prevail over the provisions of this Memorandum. Any capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease.

7. Termination of Memorandum of Lease. This Memorandum and all rights of Lessee in the Premises shall terminate upon the expiration or earlier termination of the Lease, which may be evidenced by a written notice of such expiration or termination signed by Lessor and Lessee recorded or filed in the appropriate land records of Franklin County, Ohio.

8. Counterparts. This Memorandum may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement.

9. Successors and Assigns. The Lease and the covenants and conditions herein contained shall inure to the benefit of the Lessor and Lessee and their respective permitted successors and assigns and is binding upon the Lessor and Lessee and their respective successors and assigns.

10. Incorporation. The Lease and all of the terms and conditions thereof and schedules thereto are incorporated herein and made a part hereof by reference as though fully rewritten herein.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the day and year first above written.

LESSOR:

THE OHIO STATE UNIVERSITY

By: _____
Printed Name: _____
Title: _____

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public, in and for said county and state, personally appeared _____, the _____ of The Ohio State University, who acknowledged before me that she/he did sign the foregoing instrument on behalf of The Ohio State University.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2012.

NOTARY PUBLIC

Columbus, OH 43215

SCHEDULE 1

Part I

[See attached pdf]

Part II

[See attached pdf]

SCHEDULE 2

[See attached pdf]

SCHEDULE 19

ONGOING ANCILLARY SERVICES

1. Patrol

- a. Police patrol services shall be available 24 hours a day/7 days a week /365 days a year. These are generally based on calls for a police response.
- b. The OSU Department of Public Safety shall conduct regular, routine random patrol of parking structures, exterior parking lots and open areas. Duties are performed in uniform and may be mobile with a fully marked cruiser, on foot, or on bicycle. Police vehicles are equipped with a radio, computer and other emergency response gear. Unarmed security patrols may be utilized to provide non-law enforcement support services.
- c. Officers shall respond to prioritized non emergency calls for service and shall give priority to emergency calls for service. (i.e. 911 call)
- d. Patrols of interior areas are conducted on an as needed, random basis, according to available staffing and workload demand.
- e. Officer's response to calls for service shall include reporting and documentation of all criminal offenses, documentation of non-criminal incidents and recording suspicious activities. Patrol officers also collect evidence and conduct investigations.

2. Investigative Services

- a. Investigative services shall be performed on an as needed basis during variable duty hours. Typically criminal investigations are initiated by an offense report.
- b. Detectives shall conduct follow up investigations to criminal offenses and incidents reported to police that are deemed to have leads or solvability factors.
- c. Crime scene search, forensic processing and analytical services may be performed as needed to further or support an investigation.
- d. Subject to applicable law and internal procedures, OSU Department of Public Safety shall maintain a fingerprint and photo identification system for use in furthering investigations.
- e. As needed, OSU Department of Public Safety shall facilitate recovery of lost or stolen property coming into police possession.

3. Blue Light Monitoring

- a. OSU Department of Public Safety shall provide 24/7 monitoring of the emergency Blue Light phones located within the Parking Facilities. A police response will be dispatched based on the nature of the call.

4. Additional Services

- a. Proactive programs such as crime prevention, workplace violence training/assistance, self defense training, property identification and community outreach may be available.

- b. OSU Department of Public Safety shall provide a dispatch center for responding to and documenting emergency and non-emergency calls and shall provide video and alarm monitoring for the applicable Parking Facilities.
5. These services shall not apply to the Gateway Garage. The Gateway Garage has a preexisting agreement with the City of Columbus Police Department for police response and an agreement with a third-party security provider.
6. The University will provide bus service to and from the West Campus remote parking areas to meet present service standards of frequency and volume of passengers transported. Passenger wait time between buses that will carry customers between West Campus remote parking to central campus will continue to average no more than 7 minutes during weekday peak hours (presently peak hours are defined as 7am – 7pm M-F). Off peak service will be provided 24/7 during both Autumn and Spring semesters and off peak wait time between buses shall be no less than 15 minutes. Overnight service (midnight to 5am) intervals between buses shall be no less than 30 minutes.
 - a. Park and Ride service for the Medical Center shall be at 15 minute intervals during peak hours. Presently, peak hours for the Medical Center are defined as 5:30am-5:30pm. The location and peak hours of both remote parking areas are subject to change by the University, but at no times will services decrease past the current service levels provided as articulated above.

SCHEDULE 20

UNIVERSITY LEASES

- 1) Office Lease, dated November 24, 2004, by and between Lane Avenue Office Building LLC and The Ohio State University, with respect to 1480 Lane Avenue, Upper Arlington, Ohio 43221.
- 2) Lease, dated February 1, 2006, by and between Paul Huff Holdings, LLC, an Ohio limited liability company and The Ohio State University, with respect to 1165 Kinnear Road, Franklin County, Ohio.