

FILED
LUCAS COUNTY

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IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO

COMMON PLEAS COURT
LUCAS COUNTY, OHIO
CLERK OF COURTS

STATE OF OHIO, ex rel.
MICHAEL DeWINE,
ATTORNEY GENERAL OF OHIO,

CASE NO. CI200904585

JUDGE JENNINGS

Plaintiff,

v.

KINGS CROSSING NORTH, L.L.C., et al.,

Defendants.

CONSENT ORDER

The Complaint in the above-captioned matter having been filed herein, and the Plaintiff, State of Ohio, by its Attorney General Michael DeWine ("Plaintiff"), and Defendants Kings Crossing North, L.L.C. (aka Kings Crossing, LLC, "Defendant Kings Crossing"), Gary Grup ("Defendant Grup"), Charles Paas ("Defendant Paas"), Gleneagles Professional Builders & Remodelers, Inc. ("Defendant Gleneagles"), Thomas J. Anderson d/b/a T & J Excavating and Tree Clearing ("Defendant Anderson"), and Louisville Title Agency for N.W. Ohio, Inc. ("Defendant Louisville Title") (collectively "Defendants") having consented to the entry of this Order, hereby agree to the entry of this Consent Order to resolve the allegations set forth in the Complaint filed by the State of Ohio. This Consent Order is not to be construed as an admission of liability by the Defendants for the allegations stated in the Complaint.

NOW THEREFORE, upon consent of the Parties hereto, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the Parties and the subject matter of this case. The Complaint states a claim upon which relief can be granted against the Defendants under R.C. Chapter 6111; and venue is proper in this Court.

II. PARTIES

2. The provisions of this Consent Order shall apply to and be binding upon the Defendants, Defendants' agents, officers, employees, assigns, successors in interest, any transferee or purchaser of the property located at the corner of Dorr Street and King Road in Springfield Township, Lucas County, which consists of four parcels of property, identified as Parcel Nos. 65-55201, 65-55257, 65-55307, 65-55324 (the "Property"), or any portions thereof, which is more fully described on Exhibit A, attached hereto and made a part hereof, and any person acting in concert or privity with them.

III. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS

3. Full compliance with the terms and conditions of this Consent Order shall constitute full satisfaction of all civil liability by Defendants and their respective partners, officers, employees, directors, shareholders, agents, representatives, insurers, successors, assigns, members, attorneys and all other persons acting in active concert or participation with each of them for the claims as alleged by the Plaintiff in the Complaint against Defendants occurring at the Property through the entry date of this Consent Order.

4. Nothing in this Consent Order shall be construed so as to limit the authority of the State of Ohio to take any action authorized by law against Defendants and/or any person to enforce the Consent Order through a contempt action for violations of this Consent Order. Similarly, nothing in this Consent Order shall be construed so as to limit the authority of the

State of Ohio to undertake any action against any person, including the Defendants, to eliminate or mitigate conditions that may present a threat to the public health, welfare or the environment. Finally, nothing in this Consent Order shall limit the right of the Defendants to assert any defenses it may have for any such claims above.

IV. PERMANENT INJUNCTION

5. Defendants are hereby permanently enjoined and immediately ordered to comply with the requirements of R.C. Chapter 6111 and the rules adopted thereunder, except as otherwise provided in this Consent Order.

V. INJUNCTIVE RELIEF

6. Defendants shall convey the parcel depicted and described as Lot 10 on Exhibit B (the "Donation Parcel"), within sixty (60) days after the effective date of this Consent Order or within sixty (60) days after the approval of the Lucas County Planning Commission, or within sixty (60) days after an acceptable Donee is agreed upon, whichever occurs later, to a third-party (the "Donee") to hold the Donation Parcel and preserve, maintain and restore, in perpetuity, the wetlands located on the Donation Parcel and to preserve the land's natural resources consistent with the Donee's purposes. Transfer of Lot 10 is contingent upon approval of the Lucas County Planning Commission of the lot splits as set forth in the attached Exhibit B. Should Lucas County Planning Commission fail to approve the lot splits as set forth in the attached Exhibit B, Defendants agree to make the revisions required by the Lucas County Planning Commission for plan approval consistent with the intent and purpose of this Consent Order and subject to the Release Agreement entered into among the Defendants. Any revisions required by the Lucas County Planning Commission which would require alteration of the boundaries of the Donation

Parcel shall be submitted to the State of Ohio to ensure that it is consistent with the intent and purpose of this Consent Order.

7. Defendants Kings Crossing, Grup, Paas and Gleneagles may retain the parcels depicted and described on Exhibit B as Lots 1 – 9 (the “Retained Parcels”).

8. Any future development of the Retained Parcels described in Paragraph 7, above, shall be subject to the following:

- a. A thirty (30) foot buffer shall be maintained around all wetlands on the Property. No development or development activities shall occur in the buffer area.
- b. There shall be no filling of the ditch, without prior approval from Ohio EPA, which runs from east to west along the southern portion of the property, and is identified on Exhibit B as Zink Ditch. The Parties agree that no buffer is required along this ditch.
- c. Defendants Kings Crossing, Grup, Paas and Gleneagles are ordered and enjoined and hereby agree to conduct all development or other activities in accordance with all applicable federal, state and local laws and regulations, including, but not limited to, applicable construction storm water permitting and management requirements on the Retained Parcels.
- d. Termination of obligations. Defendants King’s Crossing, Grup, Gleneagles’, Paas’ and Louisville Title’s obligations under this Consent Order with respect to the Donation Parcel, shall terminate upon transfer of the Donation Parcel to the Donee as referenced in paragraph 6 and /or Paragraph 15.c. of this Consent Order. Defendants King’s Crossing, Grup, Gleneagles’ and Louisville Title’s obligations under this Consent Order, with respect to the Retained Parcels, shall terminate upon transfer of the Retained Parcels to Defendant Paas, or an entity controlled by Defendant Paas. Subject to the requirements of Paragraph 6 of this Consent Order, following any arms-length sale or transfer to an unrelated third party of the Retained Parcels, Defendant Paas’ obligations under this Consent Order shall be terminated as to each sold or transferred parcel of the Retained Parcels. Defendants shall then have no further obligation regarding the Retained Parcels under this Consent Order.

9. Defendants Kings Crossing, Grup, Paas, Gleneagles, their transferees, successors in interest and/or assigns, may seek to re-score the wetland(s) that appears on Lot 8 and shown on Exhibit B, in accordance with R.C. Chapter 6111, the rules adopted thereunder, and Ohio

EPA approved methods. Defendants seeking to re-score such wetlands shall notify Ohio EPA one week prior to conducting the re-scoring.

- a. For purposes of this section, “re-score” or “re-scoring” shall mean the assessment and evaluation of the wetlands on Lot 8 in accordance with the Ohio Rapid Assessment Method (“ORAM”) for Wetlands v. 5.0, as amended.
- b. Re-scoring of the wetlands shall be on the Ohio EPA approved ORAM forms.
- c. Said Defendants shall submit a report of the re-scoring of the wetlands to Ohio EPA for review and approval.

10. Nothing in this Consent Order shall be construed as an approval or disapproval of Defendants Kings Crossing, Grup, Paas, Gleneagles, their transferees, successors in interest and/or assigns re-scoring activities. Nothing in this Consent Order shall be construed to relieve Defendants Kings Crossing, Grup, Paas and Gleneagles, or any other party bound by this Consent Order, of their obligation to comply with all applicable laws and regulations, including but not limited to all applicable wetlands permitting, certification and/or mitigation requirements, following the re-scoring of the wetlands on Lot 8. Nothing herein shall be construed to limit Defendants Kings Crossing, Grup, Paas, Gleneagles, their transferees, successors in interest and/or assigns or third parties rights to seek to rescore any wetlands in accordance with applicable federal and state statutes, rules and regulations.

11. Defendant Louisville Title agrees to perform the title work for the conveyance described in Paragraph 6, above, at no cost to the Parties. Louisville Title shall serve as the escrow agent for the conveyance described in Paragraph 6, and shall not charge a closing fee for this service. Any transfer taxes, recording costs or real estate taxes accruing prior to the closing, if any, shall be Kings Crossing, Grup, Paas and Gleneagles’ responsibility subject to the terms of

the Release Agreement entered into among these Defendants. Donee shall be responsible for the cost of recording the deed with respect to the Donation Parcel.

12. Defendant Louisville Title agrees to revise its Real Estate Title Holding Trust Agreement to include the following language:

Beneficiary represents that he/she/it has complied and will continue to comply with all laws governing assessment and protection of jurisdictional or isolated wetlands on the Trust Real Estate, including the obligation to assess the Trust Real Estate or portions thereof for the presence of wetlands.

13. Defendant Louisville Title shall not amend the language in the Real Estate Title Holding Trust Agreement in Paragraph 12, above without the written consent of Ohio EPA. Defendant Louisville Title agrees to provide any proposed amendment to the language in Paragraph 12 to the Chief Legal Counsel, Ohio Environmental Protection Agency, Lazarus Government Center, P.O. Box 1049, Columbus, Ohio 43216-1049, within thirty (30) days prior to such proposed amendment. Ohio EPA shall provide its concurrence or comments to the proposed amendment within fourteen (14) days following receipt of the proposed amendment.

14. Defendant Thomas Anderson, doing business as T & J Excavating and Tree Clearing, is ordered and enjoined and hereby agrees to construct fence to mark the boundary between the Retained Parcels and the Donated Parcel and the thirty (30) foot wetland buffer described in Paragraph 8.a, above, and as shown on Exhibit B. Defendant Anderson shall be solely responsible for properly installing said fence in the proper location.

- a. Within thirty (30) days following the entry of this Consent Order, Defendant Anderson shall submit a proposal for the construction of the fence to Ohio EPA, for review and approval, with input from Defendant Paas, and preference given to a wooden split rail fence. Review by Ohio EPA shall be completed within fourteen (14) days of submittal to Ohio EPA;
- b. Such proposal shall include the costs and materials proposed to construct the fence, not to exceed ten thousand dollars (\$10,000.00);

- c. Within thirty (30) days following approval of the plans for fence construction by Ohio EPA, Defendant Anderson shall commence construction of the fence;
- d. Anderson warrants that construction of the fence shall be complete within thirty (30) days following commencement of construction; and
- e. Defendant Anderson hereby disclaims all right to compensation for the work and materials provided pursuant to this Consent Order and specifically forfeits and waives all rights on behalf of himself and his laborers, material men, employees, subcontractors, and supplies any right to file liens on the Retained Parcels and/or the Donated Parcel for the work and materials provided by Defendant Anderson pursuant to this Consent Order; and
- f. The Donee shall be obligated to properly maintain the fence installed pursuant to this Paragraph 14.

VI. CIVIL PENALTY

15. Defendants Kings Crossing, Grup, Paas and Gleneagles are hereby ordered and enjoined to pay a civil penalty of two hundred fifty-five thousand dollars (\$255,000.00) to the State of Ohio pursuant to the following:

- a. Pursuant to R.C. Section 6111.09, said Defendants shall pay a cash civil penalty of Eighty Thousand Dollars (\$80,000.00). The civil penalty shall be paid by delivering to the Attorney General's Office, c/o Martha Sexton, Paralegal, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3400, a check payable to the order of "Treasurer State of Ohio", within thirty (30) days of the date of entry of this Consent Order.
- b. Said Defendants agree to establish a trust or escrow account, in a manner similar to Exhibit C, for the benefit of Donee and for the purpose of restoring, maintaining and preserving the wetlands on the Donation Parcel.
- c. Said Defendants agree to deposit the sum of twenty-five thousand dollars (\$25,000.00), within sixty (60) days of the date of the entry of this Consent Order into the account established pursuant to Paragraph 15.b, above. The State of Ohio shall designate an interim donee if an acceptable final Donee of the Donation Parcel is not determined within sixty (60) days of the date of entry of this Consent Order. Furthermore, the sums payable hereunder pursuant to this Paragraph 15.c shall not be payable until such time as an acceptable Donee has been located and agreed upon.

- d. In lieu of paying one hundred fifty thousand dollars (\$150,000.00) of the civil penalty to the State of Ohio, as set forth above and in furtherance of the mutual objectives of the State of Ohio and Defendants in improving the environment, said Defendants agree to and are hereby ordered to donate Donation Parcel in fee simple, free and clear of all encumbrances, to the Donee, as described in Paragraph 6, above.
- e. In the event Defendants fail to donate the Donation Parcel, as described in Paragraph 6 and/or 15.c, above, said Defendants shall pay the one hundred fifty thousand dollar (\$150,000.00) civil penalty to the State of Ohio, as provided in Paragraph 15.d. Defendants Paas and Grup agree to be held equally liable for the one hundred fifty thousand dollar (\$150,000.00) civil penalty, if it is required to be paid.

16. Civil penalties paid pursuant to this Section shall be deposited in accordance with R.C. 6111.09(B).

VII. STIPULATED PENALTIES

17. Defendants shall be liable for stipulated penalties to the State of Ohio for violations of the provisions of this Consent Order committed by and pertaining to the individual Defendant in accordance with the following schedule, following receipt of written notice to Defendants of claimed violations of this Consent Order:

- a. For each day of each failure to comply with a requirement or meet a deadline from one (1) to thirty (30) days – one hundred dollars (\$100.00) per day per requirement not met;
- b. For each day of each failure to comply with a requirement or meet a deadline from thirty-one (31) to sixty (60) days – one hundred fifty dollars (\$150.00) per day per requirement not met;
- c. For each day of each failure to comply with a requirement or meet a deadline from sixty-one (61) to ninety (90) days – two hundred dollars (\$200.00) per day per requirement not met; and
- d. For each day of each failure to comply with a requirement or meet a deadline over ninety (90) days – three hundred dollars (\$300.00) per day per requirement not met.

18. Except as provided in Paragraph 21, stipulated penalties under this Section shall begin to accrue on the day after performance is due or on the day a violation occurs, whichever is

applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Order.

19. Defendants shall pay stipulated penalties to the State of Ohio within thirty (30) days of a written demand by the State of Ohio subject to this court's determination of liability for said stipulated penalties

20. The State of Ohio may reduce or waive stipulated penalties otherwise due it under this Consent Order.

21. Stipulated penalties shall continue to accrue as provided in Paragraph 19, but need not be paid if, following a written demand by the State of Ohio for stipulated penalties pursuant to Paragraph 19, Defendants cure the violation within seven (7) days of receipt of such demand.

22. Stipulated penalties shall be paid by delivering to the Attorney General's Office, c/o Martha Sexton, Paralegal, Environmental Enforcement Section, 30 East Broad Street, 25th Floor, Columbus, Ohio 43215-3400, a certified or cashier's check payable to the order of "Treasurer State of Ohio" and deposited in accordance with R.C. 6111.09(B).

VIII. NOTICES

23. Unless otherwise provided in this Consent Order, the contact persons for the Defendants and all documents required to be submitted pursuant to this Consent Order shall be sent by certified mail to:

a. Notices for Defendants Kings Crossing and Paas shall be sent to:

Charles Paas
745 Parkview Lane
Naples, Florida 34103

and

Anne Stewart
5467 Pinecrest Estates Drive
Ann Arbor, Michigan 48105

With a copy to:

Brian T. Winchester, Esq.
McNeal Schick Archibald & Biro Co., LPA
123 West Prospect Avenue, Suite 250
Cleveland, Ohio 44115

b. Notices for Defendants Gleneagles and Grup shall be sent to:

Gary Grup
6660 North Mall Drive
Holland, Ohio 43528

With a copy to:

Robert H. Eddy, Esq.
Erik J. Wineland, Esq.
Gallagher Sharp
420 Madison Avenue, Suite 1250
Toledo, Ohio 43604

and

R. Michael Frank, Esq.
Greenfield, Killam & Frank, LTD.
3450 West Central Avenue, Suite 370
Toledo, Ohio 43606

c. Notices for Defendant Louisville Title shall be sent to:

Louisville Title Agency for N.W. Ohio, Inc.
626 Madison Avenue
Toledo, Ohio 43604

With a copy to:

Richard T. Sargeant, Esq.
Joseph A. Gregg, Esq.
Eastman & Smith Ltd.
One SeaGate, 24th Floor
P.O. Box 10032
Toledo, Ohio 43699-0032

d. Notices for Defendant Anderson shall be sent to:

Thomas J. Anderson
8860 Geiser Road
Holland, Ohio 43528

With a copy to:

Jeremiah A. Hoffer, Esq.
1900 Monroe Street, Suite 101
Toledo, Ohio 43604

24. Defendants shall inform the Ohio EPA in accordance with Paragraph 25, below, of any changes of its contact person, business addresses and/or telephone numbers.

25. The contact person for the Ohio EPA for submission and approval pursuant to this Consent Order is, and all such documents required to be submitted pursuant to this Consent Order shall be sent by certified mail to:

Lynette Hablitzel
Ohio Environmental Protection Agency
Northwest District Office
Division of Surface Water
347 North Dunbridge Road
Bowling Green, Ohio 43402

and

Tom Harcarik
Ohio Environmental Protection Agency
Division of Surface Water
P.O. Box 1049
Columbus, Ohio 43216-1049

With a copy to:

Larry Reeder
Ohio Environmental Protection Agency
Division of Surface Water
P.O. Box 1049
Columbus, Ohio 43216-1049

IX. RIGHT OF ENTRY

26. The State of Ohio, its agents and employees, shall have full access to the Property, as described in this Consent Order, at any and all reasonable times to observe the work required by this Consent Order or as otherwise may be necessary for the implementation of this Consent Order.

27. Nothing in this Consent Order shall be construed to limit the State's statutory authority under R.C. Chapter 6111, the rules adopted thereunder, or any other provision of the Revised Code, to obtain or seek access, conduct inspections or surveys, take samples, field evaluations, and/or assessments at, on or near the sites described in this Consent Order.

X. MISCELLANEOUS PROVISIONS

28. Plaintiff and Defendants shall cooperate fully to execute all complementary or supplementary documents that may be necessary and to take all additional actions that may be deemed necessary or appropriate to give full force and effect to the terms and conditions of this Consent Order.

29. Nothing in this Consent Order shall affect Defendants' obligation to comply with all applicable federal, state or local laws, regulations, rules or ordinances, including the obtaining of any permits required by applicable federal, state or local law, regulation, or ordinances. Specifically, Defendants must acquire all necessary Ohio EPA approvals, permits, licenses and/or certifications prior to any construction or development activities on the Retained Parcels, identified on Exhibit B.

XI. RETENTION OF JURISDICTION

30. The Court will retain jurisdiction of this action for the purpose of enforcing and administering the Parties' compliance with the terms and provisions of this Consent Order, and to resolve disputes arising under this Consent Order.

XII. COSTS

31. Each Party shall bear its own costs, fees and expenses.

32. Defendants Kings Crossing, Grup, Paas and Gleneagles are hereby ordered to pay the costs incurred by Ohio EPA for the publication of public notice of this Consent Order in a newspaper of general circulation. Said Defendants shall pay the costs associated with publication by delivering a certified check in the amount payable to the order of "Treasurer, State of Ohio", with a notation on the check that the check is to be deposited into the "Fund 699" to the following address:

Ohio EPA, Central Office
Lazarus Government Center
Attn: Fiscal Officer
P.O. Box 1049
Columbus, Ohio 43216-1049

Defendants shall pay these costs within thirty (30) days from the date the Defendants receive notice of the costs from Ohio EPA.

XIII. EFFECTIVE DATE

33. The Effective Date of this Consent Order shall be the date upon which this Consent Order is entered by the Court or a motion to enter the Consent Order is granted, whichever occurs first, as recorded in the Court's docket.

XIV. CLERK'S ENTRY OF CONSENT ORDER AND FINAL JUDGMENT

34. The Parties agree and acknowledge that final approval by the Plaintiff and Defendants and entry of this Consent Order is subject to the requirements of 40 C.F.R. 123.27(d)(1)(iii), which provides for public notice of the lodging of this Consent Order, opportunity for public comment, and the consideration of any public comments by Plaintiff. Both Plaintiff and the Defendants reserve the right to withdraw this Consent Order based on comments received during the public comment period. The Defendants consent to the entry of this Consent Order without further notice and agree not to withdraw from or oppose entry of this Consent Order by the Court or to challenge any provision of the Consent Order unless the State of Ohio notifies the Defendants in writing that it no longer supports entry of the Consent Order.

35. Pursuant to Rule 58 of the Ohio Rules of Civil Procedure, upon the signing of this Consent Order by the Court, the Clerk is hereby directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the Clerk is hereby directed to serve upon all parties notice of the judgment and its date of entry upon the journal in the manner prescribed by Rule 5(B) of the Ohio Rules of Civil Procedure and note service in the appearance docket.

IT IS SO ORDERED.

DATED: _____



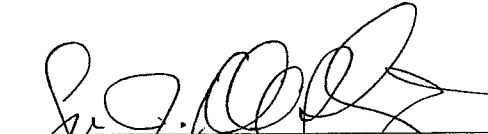
JUDGE LINDA JENNINGS

THE UNDERSIGNED PARTY enters into this Consent Order in the matter of *State of Ohio v. Kings Crossing North, L.L.C, et al.*

FOR THE STATE OF OHIO:

MICHAEL DEWINE
OHIO ATTORNEY GENERAL

Date: May 31, 2012



SUMMER J. KOLADIN PLANTZ (0072072)

JANEAN R. WEBER (0083960)

CASEY L. CHAPMAN (0086286)

Assistant Attorneys General

Environmental Enforcement Section

30 East Broad Street, 25th Floor

Columbus, Ohio 43215-3400

Telephone: (614) 466-2766

Facsimile: (614) 644-1926

Summer.Plantz@OhioAttorneyGeneral.gov

Janean.Weber@OhioAttorneyGeneral.gov

Casey.Chapman@OhioAttorneyGeneral.gov

Counsel for Plaintiff
State of Ohio

THE UNDERSIGNED PARTY enters into this Consent Order in the matter of *State of Ohio, ex rel. DeWine v. Kings Crossing North, L.L.C, et al.*

FOR KINGS CROSSING NORTH, L.L.C.
(aka KINGS CROSSING L.L.C.):

Date: 5.22.12



Authorized Representative of Kings Crossing
North, L.L.C. (aka Kings Crossing L.L.C.)

Signed before me
today, 5-22-12



GREG D. CHONGST
NOTARY PUBLIC - STATE OF OHIO
COUNTY OF LENAWE
My Commission Expires May 27, 2012
Lena, Ohio

Date: 5/22/2012



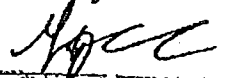
Brian T. Winchester 0069076

Counsel for Defendant
Kings Crossing North, L.L.C. (aka KINGS
CROSSING L.L.C.)

THE UNDERSIGNED PARTY enters into this Consent Order in the matter of *State of Ohio, ex rel. DeWine v. Kings Crossing North, L.L.C, et al.*

FOR CHARLES PAAS:

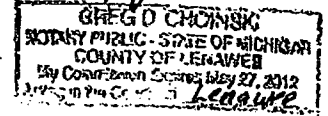
Signed before me
today, 5-22-12



Date: 5.22.12



Charles Paas



Date: 5/22/2012




Brian T. Winchester 0069076
Counsel for Defendant
Charles Paas


THE UNDERSIGNED PARTY enters into this Consent Order in the matter of *State of Ohio, ex rel DeWine v. Kings Crossing North, L.L.C., et al.*

FOR GLENEAGLES PROFESSIONAL BUILDERS & REMODELERS, INC.:

Date: 5-23-12


Authorized Representative of Gleneagles Professional Builders & Remodelers, Inc.

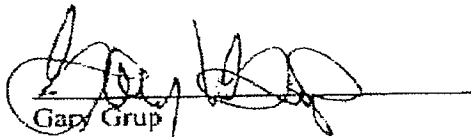
Date: 5-30-12


Counsel for Defendant
Gleneagles Professional Builders & Remodelers, Inc.

THE UNDERSIGNED PARTY enters into this Consent Order in the matter of *State of Ohio, ex rel. DeWine v. Kings Crossing North, L.L.C., et al*

FOR GARY GRUP:

Date: 5-23-12


Gary Grup

Date: 5-30-12



Counsel for Defendant
Gary Grup

THE UNDERSIGNED PARTY enters into this Consent Order in the matter of *State of Ohio, ex rel. DeWine v. Kings Crossing North, L.L.C. et al.*

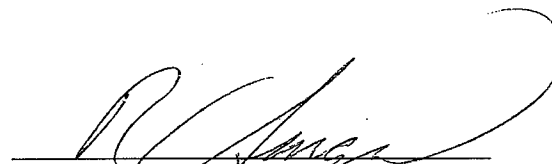
FOR LOUISVILLE TITLE AGENCY FOR N.W.
OHIO, INC.:

Date: 5-22-12



John W. Martin, CEO
Authorized Representative of Louisville Title
Agency for N.W. Ohio, Inc.

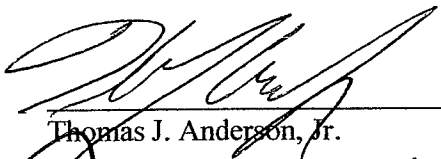
Date: 5/23/12



Richard T. Sargeant, Esq.
Counsel for Defendant
Louisville Title Agency for N.W. Ohio, Inc.

THE UNDERSIGNED PARTY enters into this Consent Order in the matter of *State of Ohio, ex rel. DeWine v. Kings Crossing North, L.L.C, et al.*

THOMAS J. ANDERSON, JR, dba T & J
EXCAVATING AND TREE CLEARING:

Date: 24 MAY 12. 
Thomas J. Anderson, Jr.

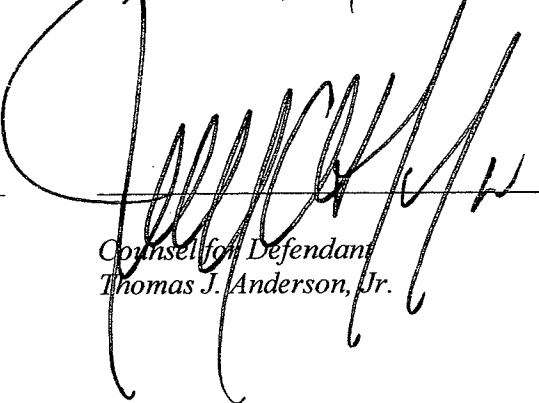
Date: 24 MAY 12 
Counsel for Defendant
Thomas J. Anderson, Jr.

EXHIBIT A

Property Description

PARCEL 1

THAT PART OF LOT 3, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE EAST LINE OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;

PARCEL 4

THAT PART OF LOT 3, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE EAST LINE OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;

PARCEL 7

THAT PART OF LOT 3, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE EAST LINE OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;

PARCEL 10

THAT PART OF LOT 1, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE SOUTH LINE OF LOT 4, AT THE SOUTHWEST CORNER OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;

PARCEL 2

THAT PART OF LOT 3, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE EAST LINE OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;

PARCEL 5

THAT PART OF LOT 3, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE EAST LINE OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;

PARCEL 8

THAT PART OF LOT 3, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE EAST LINE OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;

PARCEL 10

THAT PART OF LOT 1, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE SOUTH LINE OF LOT 4, AT THE SOUTHWEST CORNER OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;

PARCEL 3

THAT PART OF LOT 1, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE EAST LINE OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;

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PARCEL 9

THAT PART OF LOT 4, IN TRACT 3, ADDITION TO GARREY LAND, A SUBDIVISION IN SPRINGFIELD TOWNSHIP, LACK COUNTY, OHIO WHICH IS BOUNDARY AND RECEIVED AS FOLLOWS: BEGINNING AT A SET MAIL ON THE SOUTH LINE OF LOT 4, AT THE SOUTHWEST CORNER OF LOT 1, IN SAID TRACT 3, ADDITION TO GARREY LAND AND BEING THE CENTER LINE OF SAID ROAD AND THE EAST LINE OF FRACTIONAL SECTION 36 OF LOT 1, ALSO BEING THE SOUTHWEST CORNER OF FRACTIONAL SECTION 36; THENCE NORTH 89°55'30" WEST A DISTANCE OF 485.00 FEET TO A SET 5.08 INCH DIA. IRON ROD PASSING A SET 5.08 INCH DIA. IRON ROD AT 30.00 FEET;



George S. Wallace, Professional Engineer, Surveyor No. 51439

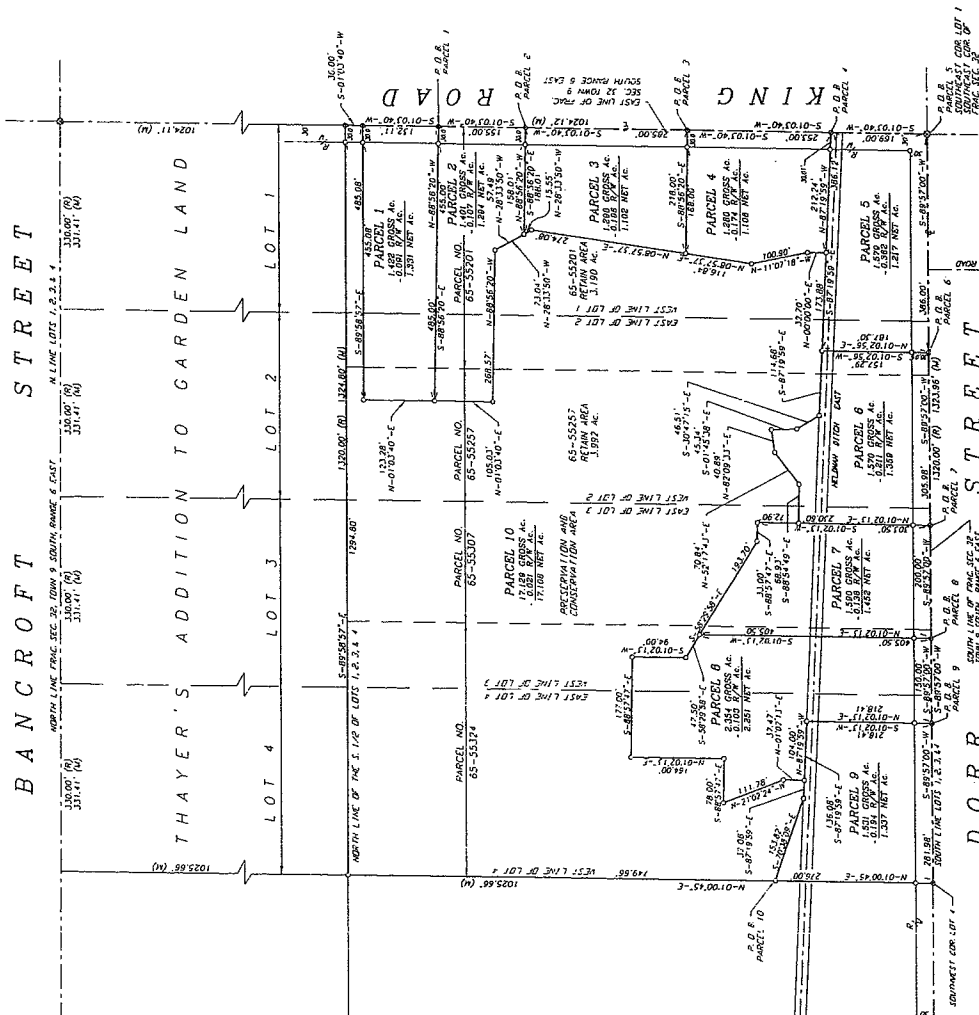
ORAVECZ & ASSOCIATES, LLC
5333 SECOR ROAD, SUITE 2, TOLDO, OHIO, 43053
PH (614) 471-6664 OR (614) 471-6068
FAX (614) 471-6068
ENGINEERS & SURVEYORS
SCALE: 1" = 100' DATE: 5/7/2016 REVISED: 05/11/2016

EXHIBIT B

Map

SURVEY REPORT

of
P.E. - K.C. LLC.



George J. Gravelle
Registered Surveyor No. 3439

1/2

ORAVEZ & ASSOCIATES, LLC
5233 STEW ROAD, SUITE 2, TOLEDO, OHIO 44008
419.486.3089
www.oravezassociates.com
ENGINEERS & SURVEYORS

SCALE	DATE	REVISION	BY	DATE
1" = 100'	5/27/2016			

EXHIBIT C

Escrow Agreement

ESCROW AGREEMENT

Pursuant to this Escrow Agreement, dated _____, the Depositors identified below (the "Depositors") hereby establish Escrow Account No. _____ (the "Account") with U.S. Bank National Association, a national banking association (the "Agent"), to be maintained and administered for the purposes described in Schedule I attached hereto in accordance with the following terms and conditions:

The funds and/or property described on Schedule I attached hereto and incorporated herein (the "Assets") will be deposited in the Account upon delivery there of to the Agent at its office in _____, _____, in the manner and at the time(s) specified in the said Schedule I. The Agent is hereby authorized and directed by each of the Depositors, as their escrow agent, to hold, deal with and dispose of the Assets as provided in the Instructions set forth in Schedule II attached hereto and incorporated herein; subject, however, to the terms and conditions set forth below, which in all events, shall govern and control over any contrary or inconsistent provisions contained in Schedules I or II attached hereto.

1. **Agent's Duties.** Agent's duties and responsibilities shall be limited to those expressly set forth in this Escrow Agreement, and Agent shall not be subject to, or obliged to recognize, any other agreement between any or all of the Depositors or any other persons even though reference thereto may be made herein; provided, however, this Agreement may be amended at any time or times by an instrument in writing signed by all the parties hereto. Agent shall not be subject to or obligated to recognize any notice, direction or instruction of any or all of the parties hereto or of any other person, except as expressly provided for and authorized in Schedule II

and in performing any duties under the Escrow Agreement (“Agreement”), Escrow Agent (“Agent”) shall not be liable to any Party for consequential damages, (including, without limitation lost profits) losses, or expenses, except for gross negligence or willful misconduct on the part of the Agent.

2. **Court Orders or Process.** If any controversy arises between the Parties to this Agreement, or with any other Party, concerning the subject matter of this Agreement, its terms or conditions, Agent will not be required to determine the controversy or to take any action regarding it. Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings or other means as, in Agent’s discretion, Agent may require, despite what may be set forth elsewhere in this Agreement. In such event, Agent will not be liable for interest or damage. Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Account, the Assets or this Escrow Agreement, without determination by the Agent of such court's jurisdiction in matter. If any Assets are at any time attached, garnished, or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then in any such events Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; and if Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the Depositors or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

3. **Agent's Actions and Reliance.** Agent shall not be personally liable for any act taken or omitted by it hereunder if taken or omitted by it in good faith and in the exercise of its own best judgment. Agent shall also be fully protected in relying upon any written notice, instruction, direction, certificate or document which in good faith it believes to be genuine.

4. **Collections.** Unless otherwise specifically indicated in Schedule II, Agent shall proceed as soon as practicable to collect any checks, interest due, matured principal or other collection items with respect to Assets at any time deposited in the Account. All such collections shall be subject to the usual collection procedures regarding items received by Agent for deposit or collection. Agent shall not be responsible for any collections with respect to Account Assets if Agent is not registered as record owner thereof or otherwise is not entitled to request or receive payment thereof as a matter of legal or contractual right. All collection payments shall be deposited to the Account, except as otherwise provided in Schedule II. Agent shall not be required or have a duty to notify anyone of any payment or maturity under the terms of any instrument, security or obligation deposited in the Account, nor to take any legal action to enforce payment of any check, instrument or other security deposited in the Account. The Account is a safekeeping escrow account, and no interest shall be paid by Agent on any money deposited or held therein, except as provided in Section 6 hereof.

5. **Agent Responsibility.** Agent shall not be responsible or liable for the sufficiency or accuracy of the form, execution, validity or genuineness of documents, instruments or securities now or hereafter deposited in the Account, or of any endorsement thereon, or for any lack of endorsement thereon, or for any description

therein. Registered ownership of or other legal title to Assets deposited in the Account shall be maintained in the name of Agent, or its nominee, only if expressly provided in Schedule II. Agent may maintain qualifying Assets in a Federal Reserve Bank or in any registered clearing agency (including, without limitation, the Depository Trust Company) as Agent may select, and may register such deposited Assets in the name of Agent or its agent or nominee on the records of such Federal Reserve Bank or such registered clearing agency or a nominee of either. Agent shall not be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement or this Escrow Agreement.

6. **Investments.** All monies held in the Account shall be invested by Agent in its name or its nominee's name, in such instruments or securities and at the written direction of such Depositor or other person, as expressly authorized in Schedule II. Such Depositor shall furnish the Agent with written instructions to sell securities (including shares or units in any money market mutual funds) to make any payments from the Account as provided hereunder. If no such instructions are received, Agent is authorized to sell any such securities held in the Account as necessary for that purpose. Agent shall not be responsible for the selection, quality or maturity of such investments, or for the timely reinvestment of interest or maturity proceeds thereof except as provided in the immediately following paragraph.

In the absence of duly authorized and complete directions regarding investment of cash held in the Account, Agent shall automatically invest and reinvest the same in

units of the money market mutual funds identified on Schedule III attached hereto and incorporated herein, which funds may be managed by an affiliate of the Agent.

Monies credited to any account or fund maintained hereunder which are uninvested pending disbursement or receipt of proper investment directions or as directed herein, may be deposited to and held in a non-interest bearing demand deposit account established with the Commercial Banking Department of the Agent or with any bank affiliated with the Agent, without the pledge of securities to or other collateralization of such deposit accounts.

The Depositors acknowledge and agree that the Agent is authorized to invest from or through its trust department or U.S. Bank National Association or any other bank affiliated with Agent through common control by U.S. Bancorp.

7. **Notices/Directions to Agent.** Notices and directions to Agent from Depositors, or from other persons authorized to give such notices or directions as expressly set forth in Schedule II, shall be in writing and signed by an authorized representative as identified pursuant to Schedule II, and shall not be deemed to be given until actually received by Agent's employee or officer who administers the Account. Agent shall not be responsible or liable for the authenticity or accuracy of notices or directions properly given hereunder if the written form and execution thereof on its face purports to satisfy the requirements applicable thereto as set forth in Schedule II, as determined by Agent in good faith without additional confirmation or investigation.

8. **Books and Records.** Agent shall maintain books and records regarding its administration of the Account, and the deposit, investment, collections and

disbursement or transfer of Assets, shall retain copies of all written notices and directions sent or received by it in the performance of its duties hereunder, and shall afford each Depositor reasonable access, during regular business hours, to review and make photocopies (at Depositor's cost) of the same.

9. **Disputes Among Depositors and/or Third Parties.** In the event Agent is notified of any dispute, disagreement or legal action between or among any of the Depositors, and/or any third parties, relating to or arising in connection with the Account, the Assets or the performance of the Agent's duties under this Agreement, the Agent shall be authorized and entitled, subject to Section 2 hereof, to suspend further performance hereunder, to retain and hold the Assets then in the Account and take no further action with respect thereto until the matter has been fully resolved, as evidenced by written notification signed by all Depositors and any other parties to such dispute, disagreement or legal action.

10. **Notice by Agent.** Any notices which Agent is required or desires to give hereunder to any of the Depositors shall be in writing and may be given by mailing the same to the address indicated below opposite the signature of such Depositor (or to such other address as said Depositor may have theretofore substituted therefor by written notification to Agent), by United States certified or registered mail, postage prepaid. For all purposes hereof any notice so mailed shall be as effectual as though served upon the person of the Depositor to whom it was mailed at the time it is deposited in the United States mail by Agent whether or not such undersigned thereafter actually receives such notice. Whenever under the terms hereof the time for Agent's giving a notice or performing an act falls upon a Saturday, Sunday, or holiday, such time shall be extended to the next business day.

11. **Legal Counsel.** If Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection with the account or this Escrow Agreement, or in case Agent becomes involved in litigation on account of being escrow agent hereunder or on account of having received property subject hereto, then in either case, its costs, expenses, and reasonable attorney's fees shall be paid by _____.
12. **Agent Compensation.** Agent shall be paid a fee for its services as set forth on Schedule IV attached hereto and incorporated herein, which shall be subject to increase upon notice sent to Depositors, and reimbursed for its reasonable costs and expenses incurred. If Agent's fees, or reasonable costs or expenses, provided for herein, are not promptly paid, Agent shall have the right to sell such portion of the Assets held in the Account as necessary and reimburse itself therefor from the proceeds of such sale or from the cash held in the Account. In the event that the conditions of this Agreement are not promptly fulfilled, or if Agent renders any service not provided for in this Agreement, or if the Parties request a substantial modification of its terms, or if any controversy arises, or if Agent is made a Party to, or intervenes in, any litigation pertaining to this escrow or its subject matter, Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs, attorney's fees, including allocated costs of in-house counsel, and expenses occasioned by such default, delay, controversy or litigation and Agent shall have the right to retain all documents and/or other things of value at any time held by Agent in this escrow until such compensation, fees, costs, and expenses are paid. The Parties jointly and severally promise to pay these sums upon demand. Unless otherwise provided, the Parties each will pay one-half of all Agents' usual charges and Agent may deduct such sums from the funds deposited. The Depositors and their respective successors and assigns agree jointly and

severally to indemnify and hold Agent harmless against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, counsel fees, including allocated costs of in-house counsel and disbursements that may be imposed on Agent or incurred by Agent in connection with the performance of his/her duties under this Agreement, including but not limited to any litigation arising from this Agreement or involving its subject matter. Agent shall have a first lien on the property and papers held under this Agreement for such compensation and expenses.

13. **Agent Resignation.** It is understood that Agent reserves the right to resign at any time by giving written notice of its resignation, specifying the effective date thereof, to the Depositors. Within 30 days after receiving the aforesaid notice, the Depositors agree to appoint a successor escrow agent to which Agent may transfer the Assets then held in the Account, less its unpaid fees, costs and expenses. If a successor escrow agent has not been appointed and has not accepted such appointment by the end of the 30-day period, Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent, and the costs, expenses and reasonable attorney's fees which Agent incurs in connection with such a proceeding shall be paid by the Depositors.

14. **Escrow Termination.** If, as provided in Schedule II, this Escrow Agreement shall not have previously terminated, then it shall terminate on _____, _____ at which time the Assets then held in the Account, less Agent's unpaid fees, costs and expenses shall be distributed in the following manner:

15. **Governing Law.** This Escrow Agreement shall be construed, enforced, and administered in accordance with the laws of the State of [state].

The undersigned Agent hereby agrees to hold, deal with and dispose of the Assets at any time deposited to the Account in accordance with the foregoing Escrow Agreement.

16. **Automatic Succession** Any company into which the Agent may be merged or with which it may be consolidated, or any company to whom Agent may transfer a substantial amount of its Escrow business, shall be the Successor to the Agent without the execution or filing of any paper or any further act on the part of any of the Parties, anything herein to the contrary notwithstanding.
17. **Tax Reporting** The Agent shall have no responsibility for the tax consequences of this Escrow Agreement. The Agent hereby advises each party to this escrow to consult with independent legal counsel concerning the tax ramifications of this transaction.
18. **Facsimile** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
19. **Patriot Act** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify

and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

20. **Security Advice Waiver Language**

The Issuer acknowledges that regulations of the Comptroller of the Currency grant the Issuer the right to receive brokerage confirmations of security transactions as they occur. The Issuer specifically waives such notification to the extent permitted by law and acknowledges that the Company will receive periodic cash transaction statements, which will detail all investment transactions.

DEPOSITORS

Name and Address

Signature and Title

**U.S. Bank National
Association, as Agent**

By: _____

SCHEDULE I

INSTRUCTIONS OF DEPOSITORS

PURPOSE OF ESCROW:

<u>Description of Assets</u>	<u>Means of Delivery</u>	<u>Date of Delivery</u>
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SCHEDULE II

INSTRUCTIONS OF DEPOSITORS

SCHEDULE III

**U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing
and future sub-accounts unless otherwise directed

Title / Date

SCHEDULE IV

Agent's Fees

(Eff. 1/04)