

**FILE**

RECEIVED-DOCKETING DIV

**BEFORE**  
**THE PUBLIC UTILITIES COMMISSION OF OHIO**

SEP 28 PM 4:37

*[Handwritten signature]*  
**64**

**In the Matter of the Complaint of**  
**NSCO International Investment LLC**

Complainant,

v.

**Ohio American Water Company,**

Respondent.

**PUCO**

Case No. 10-1400-WS-CSS

---

**MEMORANDUM CONTRA REQUEST FOR STAY**

---

**History of the Complaint**

On September 21, NSCO International Investment LLC ("NSCO") filed a formal Complaint with the Public Utilities Commission of Ohio ("Commission" or "PUCO") against Ohio American Water Company ("Ohio American" or "Company"). The Complaint filed by NSCO contains 10 numbered paragraphs. In paragraph number 10, the Complaint states:

NSCO requests that the issuance of a Stay be made as to OHIO during the pendency of this matter, including shut offs and the posting of notices of a shutoff.

Before addressing the request for a stay, which Ohio American vehemently opposes, some background should be provided.

**Background**

NSCO is now the owner of an apartment complex referred to as Chatterton Club and/or Chatterton Club/Cross Key Row. NSCO's apartment complex is located at 4986 - 5046 Chatterton Road, Columbus, Ohio 43232, and consists of four (4) buildings and a total of

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician *[Signature]* Date Processed 7/28/2010

approximately 36 units (the "Complex"). Ohio American provides water and sewer service to the Complex through a single meter.

Though not directly related to NSCO, some factual information about water and sewer service to the account prior to NSCO's becoming a customer provides important context for this matter. The prior owner of the Complex (Six Ventures, Ltd.) had a history of non payment of utility bills. In September 2008, when the prior owner filed for Chapter 11 bankruptcy, it owed Ohio American approximately \$7,492.31 in unpaid water and sewer bills. These bills, however, remained unpaid as the Chapter 11 bankruptcy proceeding and a civil foreclosure action in federal district court remained pending against Six Ventures Ltd.<sup>1</sup> As part of the action in federal district court, the court ordered a foreclosure sale of the Complex.<sup>2</sup> On July 16, 2009, 111 Debt Acquisition Holdings, LLC (the plaintiff in the civil action) proved to be the successful bidder for the Complex at the foreclosure sale.<sup>3</sup> Shortly thereafter, 111 Debt Acquisition Holdings, LLC formally assigned its winning bid and all rights to the Complex to CHW Property LLC.<sup>4</sup>

Records from the Franklin County Auditor's website show that NSCO purchased the Complex from CHW Property, LLC in November 2009. Copies of the records available for NSCO from the Franklin County Auditor's website are attached hereto as Attachment 2. CHW

---

<sup>1</sup> This civil action filed in the United States District Court for the Southern District of Ohio sought to foreclose on various properties owned by Six Ventures, Ltd., including the Complex. See *111 Debt Acquisition Holdings, LLC v. Six Ventures, Ltd.*, Case No. 2:08-cv-768.

<sup>2</sup> See *Order of Confirmation of Special Master Sales, Approving Form and Recordation of Deeds and Ordering Distribution* (hereinafter "Order of Confirmation of Sales") (October 7, 2009), Southern District of Ohio Case No. 2:08-cv-768 at pages 1-2. A copy of the Order of Confirmation of Sales is attached hereto as **Attachment 1**.

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

Property LLC was the assignee of the Complex from the plaintiffs in the foreclosure case and it sold the Complex to NSCO within 24 days of the transfer of the Complex to it.

The Ohio Secretary of State's website indicates that NSCO filed articles of incorporation on October 13, 2009, about a month and a half before NSCO purchased the Complex. No members of NSCO are identified on the records available on the Ohio Secretary of State's website, but Ardeiraouf Shaikh Solaiman is listed as the statutory agent. Copies of the records available for NSCO on the Ohio Secretary of State's website are attached hereto as Attachment 3.

Ohio American's service records reflect that in November 2009, a representative of NSCO called to ask that the billing be sent to NSCO. The representative did not disclose that NSCO was the new owner and thus the account number of the prior owner was continued. As a result, Ohio American remained unaware that NSCO had acquired the Complex. In April 2010, a representative of NSCO called Ohio American and requested the prior account be changed to show that NSCO was the owner and new customer. It was only at this time that Ohio American learned that NSCO owned the Complex, and that a new account was opened in the name of NSCO.

Since acquiring the property in November 2009, only four payments have been received by Ohio American for the NSCO account.<sup>5</sup> The most recent payment, dated August 3, 2010, was in the amount of \$5,000 (which did not even cover a single month's billing for water and sewer service during the months of June, July or August 2010). As of the filing of the Complaint, NSCO has received more than 10 months of service and paid only 35.77% of the balance. See

---

<sup>5</sup> NSCO claims that it made payments in December 2009, January and April of 2010 totaling \$13,705.37. Because the customer name and account number had not been changed until April 2010, and the prior account had been credited, Ohio American requested that NSCO provide proof of payment (e.g., copies of cancelled checks),

the spreadsheet entitled Payment History of NSCO International Investment LLC, a copy of which is attached hereto as Attachment 4.

### **Inappropriateness of Granting a Stay**

The facts of this case compel the conclusion that a stay of any kind must be denied because there is no stated basis for a stay in the Complaint. In fact, the only allegations that even *infer* a dispute of any kind are two unsupported references in Numbered paragraph 6 of the Complaint (“meter reading done on this account results in charges of water usage 10 times the actual usage”) and Numbered paragraph 9 of the Complaint (“All billings are in dispute as there is belief that the charges are 10 times too high”).

First and foremost, NSCO’s statements are completely false. Simply claiming that all billings for an unstated period of time are too high clearly does not qualify as a legitimate bill dispute, only another attempt by NSCO to delay payment. For example, included in each of Ohio American’s bills to NSCO are fixed customer charges set by Commission-approved tariffs which do not vary from month to month. A claim that every charge on the bill is in dispute shows a complete lack of a good faith dispute. In addition, Ohio American’s records reflect that a request to read the meter at the Complex was made on August 3, 2010. On the next day, Ohio American field personnel checked the meter (inside and outside the Complex), found no discrepancies with the meter, and provided NSCO with a notice of the findings. After learning of the Complaint last week, Ohio American field personnel again checked the meter (inside and outside the Complex) and again found no issues with the meter. Moreover, Ohio American personnel conducted an analysis of the readings from the meter serving the Complex. The results of its analysis showed consistent readings since August 2008. In fact, for the 12 month

---

which to date have not been provided. Nonetheless for purposes of this pleading, Ohio American will assume that the payments were made by NSCO.

period ending July 2008, the average annual usage was 458 ccf; for the 12 month period ending July 2009, the annual average usage was 494 ccf and for the 12 month period ending July 2010, the annual average usage was 427 ccf. See graph and spread sheet attached hereto as Attachment 5. This analysis offers quantitative evidence that the meter at the Complex was functioning properly and all bills generated based on such readings were proper.

Second, NSCO neither provided Ohio American with notice of a bill dispute, nor followed any commonly recognized bill dispute procedures (e.g. written notice of a dispute),<sup>6</sup> prior to the filing of the Complaint. Perhaps more importantly, NSCO failed to follow the appropriate procedure for billing disputes as set forth in Ohio American's tariff. The Company's tariff states:

When a customer disputes a particular bill, the Company will not discontinue service for nonpayment so long as the customer (i) pays the undisputed portion of the bill (or a normal bill for the Customer for the period involved), and (ii) pays all future periodic bills by the due date, and (iii) enters into a bona fide discussions with the Company to settle the dispute with dispatch. If agreement cannot be reached on settlement of the dispute, the Customer may register such Complaint with the Commission.

P.U.C.O. No 11, 1<sup>st</sup> Revised Sheet 44, Section 12 (L).

NSCO did not follow any of these three requirements—all of which represent prerequisites to filing a Complaint before this Commission. In fact, this commercial customer, who is represented by counsel, failed to: 1) pay the undisputed portion of any bill in the last 10 months, with the exception of the four payments described above; 2) pay future bills following notice of the bill dispute, and in fact, made no future payments whatsoever; and 3) enter into bona fide discussions with Ohio American regarding any bill dispute, and, actually failed to give

---

<sup>6</sup> For example, in disputes over lease payments, a tenant must send the landlord written notice of alleged noncompliance with lease terms followed by the landlord's opportunity to cure prior to escrowing rent. See Ohio Revised Code 5321.07.

Ohio American any notice whatsoever about any dispute regarding the 10 months of billing since it became the owner of the Complex. The unsupported statement in Numbered paragraph 9 of the Complaint is not sufficient to provide Ohio American with notice of the alleged issue in dispute. NSCO's actions denied Ohio American the opportunity to discuss any disputed billing amount, much less resolve it.

NSCO's actions appear to be ploy in a series of ploys to retain water and sewer service while not paying for it. From a public policy perspective, NSCO failure to make timely payments have resulted in Ohio American's remaining customers improperly subsidizing NSCO's water and sewer service for nearly a year. A stay would undoubtedly result in even more of NSCO's billings being paid for by Ohio American's other customers as a bad debt. The Commission should not countenance a request that has no basis in fact, common law, common sense or tariff compliance.

Furthermore, the Ohio Supreme Court long ago explained the doctrine of unclean hands, explaining that it "is fundamental that he who seeks equity must do equity, and that he must come into court with clean hands." *Christman v. Christman* (1960), 171 Ohio St. 152, 154.<sup>7</sup> Expanding on this principle, an Ohio appellate court noted that the "'clean hands doctrine' of equity requires that whenever a party takes the initiative to set into motion the judicial machinery to obtain some remedy but has violated good faith by her prior-related conduct, the court will deny the remedy." *Bean v. Bean* (12th App. Dist. 1983), 14 Ohio App.3d 358, 363-364. In light of the appalling history of this customer, the Commission should not allow NSCO to continue to "play" the administrative agency system, particularly when the Commission has approved a

---

<sup>7</sup> See also *Kinner v. Lake Shore & MSR Co.* (1904), 69 Ohio St. 339, paragraph 1 of syllabus ("The maxim, 'He who comes into equity must come with clean hands,' requires only that the plaintiff must not be guilty of reprehensible conduct with respect to the subject-matter of his suit").

tariff procedure that is equitable for all parties and which has been ignored by this commercial client who has the business acumen and resources to be represented by counsel.

Respectfully submitted on behalf of,  
OHIO AMERICAN WATER COMPANY



Sally W. Bloomfield

Matthew W. Warnock

Bricker & Eckler LLP

100 S. Third St.

Columbus, OH 43215

Telephone: 614-227-2368; 227-2388

Facsimile: 614-227-2390

### **CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Memorandum Contra Stay of Respondent Ohio American Water Company was served upon the attorney listed below via regular U.S. Mail this 28<sup>th</sup> day of September, 2010.



Sally W. Bloomfield

Richard D. Palmer  
601 South High Street, 2<sup>nd</sup> Floor  
Columbus, OH 43215

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

111 DEBT ACQUISITION HOLDINGS  
LLC,

Plaintiff,

v.

SIX VENTURES LTD., *et al.*

Defendants.

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

CASE NO. 2:08-cv-768

JUDGE GREGORY L. FROST

Magistrate Judge Norah McCann King

**ORDER OF CONFIRMATION OF SPECIAL MASTER SALES, APPROVING  
FORM AND RECORDATION OF DEEDS AND ORDERING DISTRIBUTION**

This action is before the Court upon the Special Master's Notice of Deposit (Docket No. 242) filed by the Special Master Thomas J. Balcerzak ("Special Master") with respect to the properties commonly known as Cross Key, 4986-5046 Chatterton Road, Columbus, Ohio (Parcel No. 260-000522-00), Hawthorne Hall, 2209 Wabash Court, Columbus, Ohio (Parcel Nos. 010-138448-00 and 010-138451-00), and White Birch, 6847-6919 Greenleaf, Reynoldsburg, Ohio (Parcel Nos. 060-006249-00 and 060-008276-00) (collectively, the "CHW Properties"). The legal descriptions of the CHW Properties are collectively attached to this Order as Exhibit A and are incorporated herein by reference. The Court hereby finds and orders, adjudges and decrees as follows:

1. On July 16, 2009 at the sale by the Special Master, Plaintiff 111 Debt Acquisition Holdings LLC ("111 Debt") was the successful bidder for the Cross Key property in the amount of One Million Dollars and no/100 (\$1,000,000.00). Subsequent to the date of sale, 111 Debt assigned its bid to CHW Property, LLC, an Ohio limited liability





company, having an address of 7 Bulfinch Place, P.O. Box 9507, Boston, Massachusetts 02114 ("CHW") and provided all parties in interest with notice of such assignment by filing that certain Assignment of Bids [Docket No. 246] (the "Assignment").

2. On July 16, 2009 at the sale by the Special Master, Plaintiff 111 Debt Acquisition Holdings LLC ("111 Debt") was the successful bidder for the Hawthorne Hall property in the amount of Nine Hundred Twenty Thousand Dollars and no/100 (\$920,000.00). Subsequent to the date of sale, 111 Debt assigned its bid to CHW and provided all parties in interest with notice of such assignment by filing the Assignment.

3. On July 16, 2009 at the sale by the Special Master, Plaintiff 111 Debt Acquisition Holdings LLC ("111 Debt") was the successful bidder for the White Birch property in the amount of One Million Two Hundred Seventy Thousand Dollars and no/100 (\$1,270,000.00). Subsequent to the date of sale, 111 Debt assigned its bid to CHW and provided all parties in interest with notice of such assignment by filing the Assignment.

4. Having carefully examined the proceedings of the Special Master, the Court finds that the sale of the CHW Properties conformed in all respects to the law and the prior orders of this Court and hereby confirms and approves the sale of each of the CHW Properties in these proceedings to CHW, the assignee of 111 Debt, the Plaintiff and successful bidder.

5. The forms of the Special Master Deeds attached hereto as Exhibits B, C, and D are hereby approved by the Court and shall be used to convey the CHW Properties to CHW by the Special Master.

6. The Special Master, within five (5) days of the date of this Order, shall convey the CHW Properties to CHW by deed substantially in the form of those attached to this Order and reserving the right to make changes to correct typographical and other scrivener errors where necessary according to law, free and clear of all liens and encumbrances and shall issue each of the deeds in the following name: CHW Property, LLC.

7. The tax mailing address of CHW for each of the properties is as follows: 7 Bulfinch Place, P.O. Box 9507, Boston, Massachusetts 02114.

8. The prior deed reference with respect to Cross Key is as follows: 200611220234775.

9. The prior deed reference with respect to Hawthorn Hall is as follows: 200611220234780.

10. The prior deed reference with respect to White Birch is as follows: 200611220234778.

11. CHW is hereby subrogated to the rights of the mortgagees and lienholders in each of the CHW Properties to the extent necessary to protect CHW's title to each of the CHW Properties.

12. The Court hereby orders the release of all mortgages and liens held by all parties to this action. As a result, upon the recording of a certified copy of this Order in the Office of the Franklin County Recorder, each of the mortgages and liens listed on Exhibit E, which is attached to this Order and incorporated herein by reference, shall be ordered released by operation of law. Such mortgages and liens shall be released only to the extent

that they encumber the CHW Properties foreclosed upon in this action and not to the extent that they encumber any other property.

13. The foregoing mortgages and liens listed on Exhibit E are not, by this order deemed satisfied, and that this order shall solely operate as a release of such mortgages and liens as against the CHW Properties and that the CHW Properties shall be transferred free and clear of the same.

14. Further, any liens of record as to the CHW Properties which came into existence after Defendant Six Ventures Ltd. was served with a copy of the *First Amended Complaint for Possession of Personal Property (Replevin), Breach of Contract, Foreclosure and Other Relief* in this action are, based on the doctrine of *lis pendens*, hereby discharged of record by virtue of the entry of this Order.

15. Because 111 Debt holds a valid and subsisting mortgage on each of the CHW Properties, and in accordance with § 3.9 of General Order No. 07-03 of this Court, CHW, as assignee of 111 Debt (the Plaintiff and successful bidder for the CHW Properties by credit bid) need not pay the full amount of the purchase price to the Special Master for each of the CHW Properties. Instead, the credit bids of 111 Debt shall be credited against the amount of the judgment previously entered in favor of 111 Debt and against Defendant Six Ventures Ltd., Steven M. Kahn, William C. McMenamy, Jr. and David R. Rhodehamel as set forth herein.

16. In accordance with the Agreed Order Appointing Receiver [Docket No. 42] (the "Receiver Order"), within 5 days after entry of this order, Plaintiff and CHW are jointly ordered to pay to the Receiver, Towne Properties Asset Management Co., Ltd., and its

counsel, Miller Canfield Paddock & Stone, P.L.C., receivership fees, attorneys fees, costs and expenses in the an amount of up to \$44,543, as the same may be reduced by income collected from the CHW Properties that are associated with the management, operation and preservation of the CHW Properties. Nothing contained herein shall relieve 111 Debt of its obligations as set forth in the Receiver Order of any additional fees, costs and expenses that the Receiver may incur in closing the Receivership Estate (as defined in the Receiver Order).

17. As of August 7, 2009, there was due and owing to the Franklin County Treasurer real estate taxes for each of the CHW Properties as follows:

- a. Cross Key - \$17,236.99 .
- b. Hawthorne Hall - \$0.00
- c. White Birch - \$142,690.34

Each of such taxes and assessments are represented by the documents collectively attached hereto as Exhibit F.

18. Defendant Franklin County Treasurer and 111 Debt and CHW have agreed that 111 Debt and CHW shall continue to make payments under the delinquent tax payment plans entered into with the Franklin County Treasurer by the Receiver on behalf of Six Ventures Ltd. with respect to each of these properties in January 2009 rather than making immediate payment of the total amount of the taxes due and owing for each of the CHW Properties. As such, 111 Debt and CHW shall remain obligated to pay the accrued taxes due and owing to the Franklin County Treasurer with respect to each of the CHW Properties upon recordation of the Special Master Deeds.

19. The following amount shall be applied toward the amount of the judgment previously entered in favor of the Plaintiff and against Defendants Six Ventures, Kahn, McMenemy and Rhodehamel: \$3,190,000.00.

20. The clerk is hereby ordered to distribute \$3,000.00 to the Special Master from the amount previously placed on deposit by the Plaintiff for his services.

21. Having distributed the remaining amount of the deposit for appraisals in accordance with § 6.3 of General Order No. 07-03, there remains no further monies on deposit to be returned to Plaintiff.

IT IS SO ORDERED.

Dated: 10/7/09

/s/ Gregory L. Frost  
U.S. DISTRICT JUDGE FROST

Respectfully submitted,

/s/ John F. Marsh  
John F. Marsh (0059236), Trial Attorney  
Phillip G. Eckenrode (0084187)  
Hahn Loeser & Parks LLP  
65 State Street, Suite 1400  
Columbus, Ohio 43215  
Telephone: (614) 221-0240  
Facsimile: (614) 221-5909  
E-mail: jmarsh@hahnlaw.com  
peckenrode@hahnlaw.com

and

Nancy A. Valentine (0069503)  
Hahn Loeser & Parks LLP  
200 Public Square, Suite 2800  
Cleveland, Ohio 44114  
Telephone: (216) 621-0150  
Facsimile: (216) 241-2824  
E-mail: [navalentine@hahnlaw.com](mailto:navalentine@hahnlaw.com)

*Attorneys for Plaintiff 111 Debt Acquisition Holdings  
LLC*



2209 Wabash Court W, Columbus, OH 43232

RESERVE "A"

Situate in the State of Ohio, County of Franklin, City of Columbus and being a part of Reserve "A" as shown and delineated on the record plat of GLENBROOK SECTION NO. 2 SUBDIVISION of record in Plat Book 36, Pages 62 through 65, inclusive, and being more particularly described as follows:

Beginning at an iron pin in the northerly right-of-way line of Easthaven Drive South at the southwest corner of said Reserve "A";

Thence N 00° 11' 44" E, a distance of 444.30 feet along the westerly line of said Reserve "A" to an iron pin in the said westerly line of Reserve "A" and at a southwest corner of a 3.738 acre tract conveyed to Inland Steel Mortgage Acceptance Corporation by deed of record in Official Record 7829 A01;

Thence the following five (5) courses and distances through said Parcel "A" and along the southerly and westerly lines of said 3.738 acre tract;

1. Thence S 89° 48' 16" E, a distance of 125.24 feet to an iron pin;
2. Thence N 00° 11' 44" E, a distance of 98.00 feet to an iron pin;
3. Thence N 45° 32' 46" E, a distance of 266.63 feet to an iron pin;
4. Thence S 80° 22' 00" E, a distance of 92.00 feet to an iron pin;
5. Thence South, a distance of 173.00 feet to an iron pin the northerly right-of-way line of Meridian Road and at a southeasterly corner of said 3.738 acre tract;

Thence along a curve to the left having a radius of 125.00 feet, a central angle of 81° 16' 08", the chord to which bears S 40° 49' 48" W, a chord distance of 162.81 feet, along the northerly right-of-way line of said Meridian Road and a southerly line of said Reserve "A", to an iron pin in the westerly right-of-way line of Garnet Place and in an easterly line of said Reserve "A";

Thence S 00° 11' 44" W, a distance of 397.43 feet along the westerly right-of-way line of said Garnet Place and an easterly line of said Reserve "A" to an iron pin at a point of curvature;

Thence continuing along the westerly right-of-way line of said Garnet Place along a curve to the left having a radius of 20.00 feet, a central angle of 89° 52' 25", the chord to which bears S 45° 07' 56" W, a chord distance of 28.25 feet to an iron pin in the northerly right-of-way line of said Easthaven Drive South and the southerly line of said Reserve "A";





6919 Greenleaf Drive, Reynoldsburg, Ohio

WHITE BIRCH CRESCENT

Situate in the State of Ohio, County of Franklin, City of Reynoldsburg, being in Half Section 18, Section 12, Township 12, Range 21 and being part of that tract of land (19.723 Acres) conveyed to ITR PROPERTIES, INC. of record in deed Book 3101, page 267, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning for reference at an iron pin on a curve in the westerly line of Briarcliff Road (60 feet in width) at the northeasterly corner of said ITR PROPERTIES, INC., tract, said point also being the southeasterly corner of lot number 222 of Briarcliff No. 3 of record in Plat Book 31, page 40;

Thence along the westerly line of Briarcliff Road and the easterly line of said ITR PROPERTIES, INC. tract with a curve to the left having a radius of 1518.43 feet, a central angle of  $4^{\circ} 48' 48''$ , the chord to which bears  $S 9^{\circ} 51' 34'' W$ , a distance of 127.53 feet to the point of true beginning of the herein described tract;

Thence continuing along the westerly line of Briarcliff Road and the easterly line of said ITR PROPERTIES, INC. tract with a curve to the left having a radius of 1518.43 feet a central angle of  $0^{\circ} 45' 51''$ , the chord to which bears  $S 7^{\circ} 04' 15'' W$ , a distance of 20.25 feet to a point;

Thence continuing along the westerly line of Briarcliff Road and the easterly line of said ITR PROPERTIES, INC. tract with a curve to the left having a radius of 1518.43 feet a central angle of  $0^{\circ} 45' 51''$ , the chord to which bears  $S 7^{\circ} 04' 15'' W$ , a distance of 20.25 feet to a point;

Then the following nine (9) courses and distances across the said ITR PROPERTIES, INC. tract:

1. Thence  $S 88^{\circ} 02' 30'' W$ , a distance of 84.83 feet to a point of curvature;
2. Thence along a curve to the left having a radius of 300.00 feet, a central angle of  $9^{\circ} 05' 54''$ , the chord to which bears  $S 83^{\circ} 29' 33'' W$ , a distance of 47.59 feet to a point of tangency;
3. Thence  $S 78^{\circ} 56' 36'' W$ , a distance of 489.25 feet (previously described in ORV 743 G 19 as 359.25 feet);
4. Thence along a curve to the right having a radius of 60.00 feet, a central angle of  $14^{\circ} 18' 49''$ , the chord to which bears  $S 86^{\circ} 06' 00'' W$ , a distance of 14.95 feet to a point of tangency;
5. Thence  $N 86^{\circ} 44' 35'' W$ , a distance of 576.48 feet, to a point;
6. Thence  $N 3^{\circ} 21' 00'' E$ , a distance of 49.74 feet, to an iron pin;
7. Thence  $S 86^{\circ} 39' 00'' E$ , a distance of 90.00 feet, to an iron pin;
8. Thence  $N 3^{\circ} 21' 00'' E$ , a distance of 145.67 feet, to an iron pin;

9. Thence N 47° 09' 57", a distance of 13.61 feet, to an iron pin at an angle point in the northerly line of said ITR PROPERTIES, INC. tract and the southerly line of Lot Number 239 of said Briarcliff No. 3;

Thence S 86° 47' 48" E, a distance of 570.11 feet, along the northerly line of the said ITR PROPERTIES, INC. tract and the southerly line of said Briarcliff No. 3 to an iron pin at the angle point;

Thence N 78° 56' 34" E, (previously described in ORV 743 G19 as N 78° 47' 34" E) a distance of 161.00 feet, continuing along the northerly line of the said ITR PROPERTIES, INC. tract and the southerly line of said Briarcliff No. 3 to an iron pin;

Thence the following six (6) courses and distances across the said ITR PROPERTIES, INC. tract;

1. Thence S 11° 03' 26 E, a distance of 168.00 feet, to a point;
2. Thence N 78° 56' 36" E, a distance of 71.76 feet, to a point;
3. Thence N 11° 03' 26" W, a distance of 10.00 feet, to a point;
4. Thence N 78° 56' 36" E, a distance of 130.00 feet, to a point of curvature;
5. Thence along a curve to the right having a radius of 320.00 feet a central angle of 9° 05' 54", the chord to which bears N 83° 29' 33" E, a distance of 50.76 feet, to a point of tangency;
6. Thence N 88° 02' 30" E, a distance of 88.01 feet, to the point of true beginning containing 3.745 acres, more or less;

#### GREENLEAF APARTMENTS

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, being in Half Section 18, Section 12, Township 12, Range 21 and being part of that tract of land (19.723 acres) conveyed to ITR PROPERTIES, INC. of record in Deed Book 3701, page 267, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at an iron pin on a curve in the westerly line of Briarcliff Road (60 feet in width) at the northeasterly corner of said ITR PROPERTIES, INC. tract, said point also being the southeasterly corner of Lot Number 222 of Briarcliff No. 3 of record in Plat Book 31, page 40;

Thence along the westerly line of Briarcliff Road and the easterly line of said ITR PROPERTIES, INC. tract with a curve to the left having a radius of 1518.43 feet a central



6. Thence N 78° 56' 36" E, a distance of 489.25 feet, to a point of curvature;
7. Thence along a curve to the right having a radius of 300 feet a central angle of 9° 05' 54" the chord to which bears N 83° 29' 33" E, a distance of 47.59 feet to a point of tangency;
8. Thence N 88° 02' 30" E, a distance of 84.83 feet; to the point of true beginning containing 4.082 acres, more or less.

**ALSO INCLUDING AN INGRESS AND EGRESS EASEMENT:**

Situate in the State of Ohio, County of Franklin, City of Reynoldsburg, being in Half Section 18, Section 12, Township 12, Range 21 and being a strip of land on, over and across that tract of land (19.723 acres) conveyed to ITR PROPERTIES, INC. of record in Deed Book 3701, page 267, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

**STRIP ONE**

Being a strip of land 40 feet in width the centerline of which being more particularly described as follows:

Beginning for reference at a point on a curve in the westerly line of Briarcliff Road (60 feet in width) at the northeasterly corner of said ITR PROPERTIES tract said point also being the southeasterly corner of Lot Number 222 of Briarcliff No. 3 of record in Plat Book 31, page 40;

Thence along the westerly line of Briarcliff Road and the easterly line of said ITR PROPERTIES tract with a curve to the left having a radius of 1518.43 feet, a central angle of 5° 34' 39" the chord to which bears S 9° 28' 39" W, a distance of 147.76 feet to the point of true beginning for the herein described easement;

Thence the following three (3) courses and distances across the said ITR PROPERTIES, INC. tract and along the centerline of existing Asphaltic Concrete Drive known as GREENLEAF DRIVE;

1. Thence S 88° 02' 30" W, a distance of 84.83 feet to a point of curvature;
2. Thence along a curve to the left having a radius of 300 feet a central angle of 9° 05' 54" the chord to which bears S 83° 29' 33" W, a distance of 47.59 feet to a point of tangency;
3. Thence S 78° 56' 36" W, a distance of 130.00 feet, to the terminus point of said 40 foot strip.

**STRIP TWO**

Being a strip of land 20 feet in width the centerline of which being more particularly described as follows:



### SPECIAL MASTER'S DEED

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME:

Whereas, in the United States District Court, Southern District of Ohio, an action was placed upon the docket of said Court as Case No. 2:08 CV 768, involving 111 Debt Acquisition Holdings LLC, as assignee from CFA Capital Partners, LLC, whose address is 7 Bulfinch Place, Suite 500, P.O. Box 9507, Boston, Massachusetts 02114, and Six Ventures Ltd., *et al*, Defendants;

And Whereas, a Judgment Entry and Decree of Foreclosure was filed on the 15<sup>th</sup> day of April 2009, that adjudged and decreed to the said Plaintiff against said Defendants for the sum of Twenty-Two Million Two Hundred Ninety-Six Thousand One Hundred Eighty-Nine and 67/100 (\$22,296,189.67) plus fees and expenses and all costs of collection, including but not limited to advances to the Receiver, filing fees, title costs, and attorneys' fees and expenses;

And Whereas, pursuant to said judgment, an Order for Sale was afterwards, on the 5<sup>th</sup> day of May 2009, duly issued by said court, commanding the Special Master to sell the hereinafter described premises according to law;

And Whereas, I Thomas J. Balcerzak, the Special Master aforesaid, having caused said premises to be appraised and a copy of the appraisalment to be duly filed in



And Whereas, at the said proceedings by the said Special Master had in the premises, were submitted to said Court, and by it in all respects confirmed;

## WHITE BIRCH CRESCENT

Situate in the State of Ohio, County of Franklin, City of Reynoldsburg, being in Half Section 18, Section 12, Township 12, Range 21 and being part of that tract of land



1. Thence S 88° 02' 30" W, a distance of 84.83 feet to a point of curvature;
2. Thence along a curve to the left having a radius of 300.00 feet, a central angle of 9° 05' 54", the chord to which bears S 83° 29' 33" W, a distance of 47.59 feet to a point of tangency;
3. Thence S 78° 56' 36" W, a distance of 489.25 feet (previously described in ORV 743 G 19 as 359.25 feet);
4. Thence along a curve to the right having a radius of 60.00 feet, a central angle of 14° 18' 49", the chord to which bears S 86° 06' 00" W, a distance of 14.95 feet to a point of tangency;
5. Thence N 86° 44' 35" W, a distance of 576.48 feet, to a point;
6. Thence N 3° 21' 00" E, a distance of 49.74 feet, to an iron pin;
7. Thence S 86° 39' 00" E, a distance of 90.00 feet, to an iron pin;

8. Thence N 3° 21' 00" E, a distance of 145.67 feet, to an iron pin;
9. Thence N 47° 09' 57", a distance of 13.61 feet, to an iron pin at an angle point in the northerly line of said ITR PROPERTIES, INC. tract and the southerly line of Lot Number 239 of said Briarcliff No. 3;

Thence S 86° 47' 48" E, a distance of 570.11 feet, along the northerly line of the said ITR PROPERTIES, INC. tract and the southerly line of said Briarcliff No. 3 to an iron pin at the angle point;

Thence N 78° 56' 34" E, (previously described in ORV 743 G19 as N 78° 47' 34" E) a distance of 161.00 feet, continuing along the northerly line of the said ITR PROPERTIES, INC. tract and the southerly line of said Briarcliff No. 3 to an iron pin;

Thence the following six (6) courses and distances across the said ITR PROPERTIES, INC. tract;

1. Thence S 11° 03' 26 E, a distance of 168.00 feet, to a point;
2. Thence N 78° 56' 36" E, a distance of 71.76 feet, to a point;
3. Thence N 11° 03' 26" W, a distance of 10.00 feet, to a point;
4. Thence N 78° 56' 36" E, a distance of 130.00 feet, to a point of curvature;
5. Thence along a curve to the right having a radius of 320.00 feet a central angle of 9° 05' 54", the chord to which bears N 83° 29' 33" E, a distance of 50.76 feet, to a point of tangency;
6. Thence N 88° 02' 30" E, a distance of 88.01 feet, to the point of true beginning containing 3.745 acres, more or less;

#### GREENLEAF APARTMENTS

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, being in Half Section 18, Section 12, Township 12, Range 21 and being part of that tract of land (19.723 acres) conveyed to ITR PROPERTIES, INC. of record in Deed Book 3701, page 267, records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at an iron pin on a curve in the westerly line of Briarcliff Road (60 feet in width) at the northeasterly corner of said ITR PROPERTIES, INC.

1. Thence N 86° 44' 35" W, a distance of 195.80 feet, to an iron pin;

2. Thence N 36° 57' 00" W, a distance of 366.66 feet, to an iron pin;
3. Thence N 3° 21' 00" E, a distance of 50.26 feet, to a point;
4. Thence S 86° 44' 35" E, a distance of 576.48 feet, to a point of curvature;
5. Thence along a curve to the left having a radius of 60.00 feet a central angle of 14° 18' 49" the chord to which bears N 86° 06' 00" E, a distance of 14.95 feet to a point of tangency;
6. Thence N 78° 56' 36" E, a distance of 489.25 feet, to a point of curvature;
7. Thence along a curve to the right having a radius of 300 feet a central angle of 9° 05' 54" the chord to which bears N 83° 29' 33" E, a distance of 47.59 feet to a point of tangency;
8. Thence N 88° 02' 30" E, a distance of 84.83 feet; to the point of true beginning containing 4.082 acres, more or less.

**ALSO INCLUDING AN INGRESS AND EGRESS EASEMENT:**

Situate in the State of Ohio, County of Franklin, City of Reynoldsburg, being in Half Section 18, Section 12, Township 12, Range 21 and being a strip of land on, over and across that tract of land (19.723 acres) conveyed to ITR PROPERTIES, INC. of record in Deed Book 3701, page 267, records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

**STRIP ONE**

Being a strip of land 40 feet in width the centerline of which being more particularly described as follows:

Beginning for reference at a point on a curve in the westerly line of Briarcliff Road (60 feet in width) at the northeasterly corner of said ITR PROPERTIES tract said point also being the southeasterly corner of Lot Number 222 of Briarcliff No. 3 of record in Plat Book 31, page 40;

Thence along the westerly line of Briarcliff Road and the easterly line of said ITR PROPERTIES tract with a curve to the left having a radius of 1518.43 feet, a central angle of 5° 34' 39" the chord to which bears S 9° 28' 39" W, a distance of 147.76 feet to the point of true beginning for the herein described easement;

Thence the following three (3) courses and distances across the said ITR PROPERTIES, INC. tract and along the centerline of existing Asphaltic Concrete Drive known as GREENLEAF DRIVE;

1. Thence S 88° 02' 30" W, a distance of 84.83 feet to a point of curvature;
2. Thence along a curve to the left having a radius of 300 feet a central angle of 9° 05' 54" the chord to which bears S 83° 29' 33" W, a distance of 47.59 feet to a point of tangency;
3. Thence S 78° 56' 36" W, a distance of 130.00 feet, to the terminus point of said 40 foot strip.

### **STRIP TWO**

Being a strip of land 20 feet in width the centerline of which being more particularly described as follows:

Beginning at a terminus of the aforescribed strip one:

Thence following three (3) courses and distance continuing across the said ITR PROPERTIES, INC. and along the centerline of an existing Asphaltic Concrete Drive known as GREENLEAF DRIVE

1. Thence S 78° 56' 36" W, a distance of 359.25 feet, to a point of curvature;
2. Thence along a curve to the right having a radius of 60.00 feet a central angle of 14° 18' 49" the chord to which bears S 86° 06' 00" W, a distance of 14.95 feet to a point of tangency;
3. Thence N 86° 44' 35" W, a distance of 576.48 feet, to the terminus point of said easement, said point being in the easterly line of a 9.623 acre tract.

**Parcel Number:** 060-006249-00 and 060-008276-00

**Property Address:** 6919 Greenleaf Drive, Reynoldsburg, Ohio (this parcel listed on the Franklin County Auditor's Website as 6847 Greenleaf Drive)

**Prior Deed Reference:** 200611220234778

To have and to hold the same with all the appurtenances thereto belonging, to said

Grantee(s) and his/her/their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto  
set my hand officially this \_\_\_\_ day of  
August 2009.

---

Thomas J. Balcerzak  
Special Master

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF FRANKLIN        )

Before me, the undersigned, Thomas J. Balcerzak within and for said County,  
personally appeared the above-named Special Master, the Grantor in the above deed of  
conveyance, who acknowledged the signing of the same to be his voluntary act and deed,  
for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto  
set my hand officially this \_\_\_\_ day of  
August 2009.

---

Notary Public

This instrument was prepared by:  
Nancy A. Valentine, Esq.  
Hahn Loeser & Parks LLP  
200 Public Square, Suite 2800  
Cleveland, Ohio 44114

August 3, 2009

### SPECIAL MASTER'S DEED

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME:

Whereas, in the United States District Court, Southern District of Ohio, an action was placed upon the docket of said Court as Case No. 2:08 CV 768, involving 111 Debt Acquisition Holdings LLC, as assignee from CFA Capital Partners, LLC, whose address is 7 Bulfinch Place, Suite 500, P.O. Box 9507, Boston, Massachusetts 02114, and Six Ventures Ltd., *et al*, Defendants;

And Whereas, a Judgment Entry and Decree of Foreclosure was filed on the 15<sup>th</sup> day of April 2009, that adjudged and decreed to the said Plaintiff against said Defendants for the sum of Twenty-Two Million Two Hundred Ninety-Six Thousand One Hundred Eighty-Nine and 67/100 (\$22,296,189.67) plus fees and expenses and all costs of collection, including but not limited to advances to the Receiver, filing fees, title costs, and attorneys' fees and expenses;

And Whereas, pursuant to said judgment, an Order for Sale was afterwards, on the 5<sup>th</sup> day of May 2009, duly issued by said court, commanding the Special Master to sell the hereinafter described premises according to law;

And Whereas, I Thomas J. Balcerzak, the Special Master aforesaid, having caused said premises to be appraised and a copy of the appraisement to be duly filed in the office of the Clerk of said Court, and having advertised the time and place of the sale of same in The Daily



Reporter, a newspaper printed and of general circulation, for the period of thirty days prior to the sale, and having otherwise complied with said order and the statute in such cases;

And Whereas, on the 16<sup>th</sup> day of July 2009, on the first floor of the United States District Court for the Southern District of Ohio, Eastern Division, at Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, in the City of Columbus, County of Franklin, and State of Ohio at 2:00 p.m., of said day, I, the said Special Master, exposed said Real Estate for sale at Public Auction, and the same was then and there sold to the hereinafter named Grantee(s), for the sum of \$1,000,000.00, the bid of said Grantee(s) being the highest and best bid offered;

And Whereas, at the said proceedings by the said Special Master had in the premises, were submitted to said Court, and by it in all respects confirmed;

Now Know Ye, That, I Thomas J. Balcerzak, Special Master, by virtue of the Statute in such case made and provided, and in consideration of the sum of \$ \_\_\_\_\_, which I acknowledge to have received from the Grantee(s), do hereby Grant, Sell and Convey unto said Grantee(s) CHW Property, LLC, as assignee from **111 Debt Acquisition Holdings LLC**, as assignee from **CFA Capital Partners, LLC**, his/her/their heirs and assigns forever, the following described real estate, situated in the County of Franklin and State of Ohio, to wit:

Situated in the County of Franklin, in the State of Ohio, and in the Township of Truro:

Being 3.325 acres of Reserve "B" of "QUALSTAN EAST" of record in Plat Book 38, pages 1 to 9, inclusive, all references being to records of the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the northerly right-of-way line of Chatterton Road (80 feet in width), at the southeasterly corner of the said Reserve "B", being also the southwesterly corner of Lot No. 533 of the said "QUALSTAN EAST",



Thence along the northerly right-of-way line of the said Chatterton Road, being also the southerly line of the said Reserve "B", being the arc of a curve to the left (radius equals 3386.16 feet, Sub-Delta equals 5° 29'), a chord bearing and distance of North 79° 36' 30" West, 323.94 feet to a point of compound curvature;

Thence continuing along the said right-of-way line and being also the southerly line of the said Reserve "B" and being the arc of a curve to the left (Radius equals 1040 feet, Sub-Delta equals 16° 08' 15"), a chord bearing and distance of South 89° 34' 52" West, 291.95 feet to a point at the southeasterly corner of the John J. Chester 0.376 acre tract:

Thence North 11° 51' 00" West, along the easterly line of said 0.376 acre tract and said line produced northerly, 293.71 feet to a point in the southwesterly line of Lot No. 548 of the said "QUALSTAN EAST";

Thence along the southwesterly line of the said lot, south 60° 53' 26" East, 69.43 feet to an angle point at the southeasterly corner of said Lot;

Thence along the southerly lines of Lot Nos. 538 through 547, inclusive, of the said "QUALSTAN EAST", South 81° 51' East, 648.0 feet to a point at the southeasterly corner of the said Lot. 538;

Thence along the westerly lines of Lot Nos. 533 through 536, inclusive, being also the easterly line of the said Reserve "B", South 8° 09' West, 220.34 feet to the place of beginning, containing 3.325 acres, more or less.

**Parcel Number:** 260-000522-00

**Property Address:** 4986 Chatterton Road, Columbus, Franklin County, Ohio

**Prior Deed Reference: 200611220234775**

To have and to hold the same will all the appurtenances thereto belonging, to said

Grantee(s) and his/her/their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my  
hand officially this \_\_\_\_ day of August 2009.

---

Thomas J. Balcerzak  
Special Master

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF FRANKLIN        )

Before me, the undersigned, Thomas J. Balcerzak within and for said County, personally  
appeared the above-named Special Master, the Grantor in the above deed of conveyance, who  
acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes  
therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my  
hand officially this \_\_\_\_ day of August 2009.

---

Notary Public

This instrument was prepared by:  
Nancy A. Valentine, Esq.  
Hahn Loeser & Parks LLP  
200 Public Square, Suite 2800  
Cleveland, Ohio 44114

August 3, 2009

### **SPECIAL MASTER'S DEED**

**TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME:**

Whereas, in the United States District Court, Southern District of Ohio, an action was placed upon the docket of said Court as Case No. 2:08 CV 768, involving 111 Debt Acquisition Holdings LLC, as assignee from CFA Capital Partners, LLC, whose address is 7 Bulfinch Place, Suite 500, P.O. Box 9507, Boston, Massachusetts 02114, and Six Ventures Ltd., *et al*, Defendants;

And Whereas, a Judgment Entry and Decree of Foreclosure was filed on the 15<sup>th</sup> day of April 2009, that adjudged and decreed to the said Plaintiff against said Defendants for the sum of Twenty-Two Million Two Hundred Ninety-Six Thousand One Hundred Eighty-Nine and 67/100 (\$22,296,189.67) plus fees and expenses and all costs of collection, including but not limited to advances to the Receiver, filing fees, title costs, and attorneys' fees and expenses;

And Whereas, pursuant to said judgment, an Order for Sale was afterwards, on the 5<sup>th</sup> day of May 2009, duly issued by said court, commanding the Special Master to sell the hereinafter described premises according to law;

And Whereas, I Thomas J. Balcerzak, the Special Master aforesaid, having caused said premises to be appraised and a copy of the appraisement to be duly filed in the office of the Clerk of said Court, and having advertised the time and place of the sale of same in The Daily



Reporter, a newspaper printed and of general circulation, for the period of thirty days prior to the sale, and having otherwise complied with said order and the statute in such cases;

And Whereas, on the 16<sup>th</sup> day of July 2009, on the first floor of the United States District Court for the Southern District of Ohio, Eastern Division, at Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, in the City of Columbus, County of Franklin, and State of Ohio at 2:00 p.m., of said day, I, the said Special Master, exposed said Real Estate for sale at Public Auction, and the same was then and there sold to the hereinafter named Grantee(s), for the sum of \$920,000.00, the bid of said Grantee(s) being the highest and best bid offered;

And Whereas, at the said proceedings by the said Special Master had in the premises, were submitted to said Court, and by it in all respects confirmed;

Now Know Ye, That, I Thomas J. Balcerzak, Special Master, by virtue of the Statute in such case made and provided, and in consideration of the sum of \$\_\_\_\_\_, which I acknowledge to have received from the Grantee(s), do hereby Grant, Sell and Convey unto said Grantee(s) CHW Property, LLC, as assignee from 111 Debt Acquisition Holdings LLC, as assignee from CFA Capital Partners, LLC, his/her/their heirs and assigns forever, the following described real estate, situated in the County of Franklin and State of Ohio, to wit:

RESERVE "A"

Situate in the State of Ohio, County of Franklin, City of Columbus and being a part of Reserve "A" as shown and delineated on the record plat of GLENBROOK SECTION NO. 2 SUBDIVISION of record in Plat Book 36, Pages 62 through 65, inclusive, and being more particularly described as follows:

Beginning at an iron pin in the northerly right-of-way line of Easthaven Drive South at the southwest corner of said Reserve "A";

Thence N 00° 11' 44" E, a distance of 444.30 feet along the westerly line of said Reserve "A" to an iron pin in the said westerly line of Reserve "A" and at a

southwest corner of a 3.738 acre tract conveyed to Inland Steel Mortgage Acceptance Corporation by deed of record in Official Record 7829 A01;

Thence the following five (5) courses and distances through said Parcel "A" and along the southerly and westerly lines of said 3.738 acre tract;

1. Thence S 89° 48' 16" E, a distance of 125.24 feet to an iron pin;
2. Thence N 00° 11' 44" E, a distance of 98.00 feet to an iron pin;
3. Thence N 45° 32' 46" E, a distance of 266.63 feet to an iron pin;
4. Thence S 80° 22' 00" E, a distance of 92.00 feet to an iron pin;
5. Thence South, a distance of 173.00 feet to an iron pin the northerly right-of-way line of Meridian Road and at a southeasterly corner of said 3.738 acre tract;

Thence along a curve to the left having a radius of 125.00 feet, a central angle of 81° 16' 08", the chord to which bears S 40° 49' 48" W, a chord distance of 162.81 feet, along the northerly right-of-way line of said Meridian Road and a southerly line of said Reserve "A", to an iron pin in the westerly right-of-way line of Garnet Place and in an easterly line of said Reserve "A";

Thence S 00° 11' 44" W, a distance of 397.43 feet along the westerly right-of-way line of said Garnet Place and an easterly line of said Reserve "A" to an iron pin at a point of curvature;

Thence continuing along the westerly right-of-way line of said Garnet Place along a curve to the left having a radius of 20.00 feet, a central angle of  $89^{\circ} 52' 25''$ , the chord to which bears  $S 45^{\circ} 07' 56'' W$ , a chord distance of 28.25 feet to an iron pin in the northerly right-of-way line of said Easthaven Drive South and the southerly line of said Reserve "A";

Thence N 89° 55' 51" W, a distance of 280.29 feet along the northerly right-of-way line of said Easthaven Drive South and the southerly line of said Reserve "A" to the POINT OF BEGINNING, containing 4.311 acres, more or less.

## RESERVE "D"

Situate in the State of Ohio, County of Franklin, City of Columbus and being all of Reserve "D" as shown and delineated on the record plat of GLENBROOK SECTION NO. 2 SUBDIVISION of record in Plat Book 36, Pages 62 through 65, inclusive, and being more particularly described as follows:

Beginning at an iron pin in the southerly right-of-way line of Easthaven Drive South at the northwesterly corner of Reserve "D";

Thence S 89° 55' 51" E, a distance of 280.20 feet along the said southerly right-of-way line of Easthaven Drive South and the north line of said Reserve "D" to an iron pin at a point of curvature;

Thence along a curve to the right having a radius of 20.00 feet, a central angle of 90° 07' 35", the chord to which bears S 44° 52' 03" E, a chord distance of 28.32 feet to an iron pin in the westerly line of Garnet Place and the easterly line of said Reserve "D";

Thence S 00° 11' 44" W, a distance of 100.73 feet along the westerly line of said Garnet Place and the easterly line of said Reserve "D" to an iron pin at the southeast corner of said Reserve "D";

Thence the following two (2) courses and distances along the south line of said Reserve "D";

1. Thence N 89° 33' 45" W a distance of 113.35 feet to an iron pin;
2. Thence S 89° 47' 09" W a distance of 186.90 feet to an iron pin at the southwest corner of said Reserve "D";

Thence N 00° 11' 44" E, a distance of 120.97 feet along the west line of said Reserve "D" to the POINT OF BEGINNING, containing 0.828 acres, more or less.

**Parcel Number:** 010-138448-00 and 010-138451-00

**Property Address:** 2209 Wabash Court W, Columbus, Franklin County, Ohio

**Prior Deed Reference:** 200611220234780

To have and to hold the same will all the appurtenances thereto belonging, to said

Grantee(s) and his/her/their heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my  
hand officially this \_\_\_\_ day of August 2009.

---

Thomas J. Balcerzak  
Special Master

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF FRANKLIN        )

Before me, the undersigned, Thomas J. Balcerzak within and for said County, personally  
appeared the above-named Special Master, the Grantor in the above deed of conveyance, who  
acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes  
therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my  
hand officially this \_\_\_\_ day of August 2009.

---

Notary Public

This instrument was prepared by:  
Nancy A. Valentine, Esq.  
Hahn Loeser & Parks LLP  
200 Public Square, Suite 2800  
Cleveland, Ohio 44114

August 3, 2009

**EXHIBIT E**

Property	Document	Recording Office	Date	Instrument No.
Chatterton Road	Mortgage, Assignment and Security Agreement	Franklin County Recorder	11/22/06	200611220234785
Chatterton Road	Mortgage Assignment	Franklin County Recorder	1/17/07	200701170009740
Chatterton Road	Assignment of Leases and Rents	Franklin County Recorder	11/22/06	200611220234789
Chatterton Road	Assignment of Leases and Rents	Franklin County Recorder	1/17/07	200701170009741
Chatterton Road	UCC Fixture Filing	Franklin County Recorder	11/22/06	200611220234797
Chatterton Road	UCC Assignment	Franklin County Recorder	1/17/07	200701170009753
Chatterton Road	Mechanics' Lien	Franklin County Recorder	3/19/08	200803190042305
Wabash Court	Mortgage, Assignment and Security Agreement	Franklin County Recorder	11/22/06	200611220234786
Wabash Court	Mortgage Assignment	Franklin County Recorder	1/17/07	200701170009746
Wabash Court	Assignment of Leases and Rents	Franklin County Recorder	11/22/06	200611220234790
Wabash Court	Assignment of Leases and Rents	Franklin County Recorder	1/17/07	200701170009747





Wabash Court	UCC Fixture Filing	Franklin County Recorder	11/22/06	200611220234801
Wabash Court	UCC Assignment	Franklin County Recorder	11/17/07	200701170009739
Wabash Court	Mechanics' Lien	Franklin County Recorder	3/19/08	200803190042306
Wabash Court	Mechanics' Lien	Franklin County Recorder	3/19/08	200803190042307
Wabash Court	Mechanics' Lien	Franklin County Recorder	7/16/08	200807160108690
Greenleaf Drive	Mortgage, Assignment and Security Agreement	Franklin County Recorder	11/22/06	200611220234782
Greenleaf Drive	Mortgage Assignment	Franklin County Recorder	1/17/07	200701170009743
Greenleaf Drive	Assignment of Leases and Rents	Franklin County Recorder	11/22/06	200611220234796
Greenleaf Drive	Assignment of Leases and Rents	Franklin County Recorder	1/17/07	200701170009744
Greenleaf Drive	UCC Fixture Filing	Franklin County Recorder	11/22/06	200611220234806
Greenleaf Drive	UCC Assignment	Franklin County Recorder	1/17/07	200701170009745
Greenleaf Drive	Mechanics' Lien	Franklin County Recorder	7/16/08	200807160108688
Greenleaf Drive	Mechanics' Lien	Franklin County Recorder	3/19/08	200803190042311

## 8/7/2009

## Contract Module - Modify Contract - 060-006249

Parcel: 060-006249

Location: 6919 GREENLEAF DR

[Access Treasurer Site](#)

[View Scanned Docs](#)

[Create New Contract](#)

Date	Status	CDQ	Amount	Payments
01/07/2009	Active	2007	\$134,880.53	7+

### Contract - 1/7/2009 - Active

Owner: SIX VENTURES LTD

CDQ Year: 2007

User ID: smgelbau

Type: New

Status: Active

Rights: Property Owner

Document Type: Delinquent Tax

Back Interest: \$2,788.32

Back Penalty: \$0.00

Print: Coupons

[Create Report](#)

#### Tax Contract

Original Contract Amount: \$134,880.53

Balance Due for Next Payment on 8/20: \$5,570.03

Balance Due for Tax Period on 1/20: \$33,670.18

#### Pre-Pay Account

Amount Owed for Current Tax Period: \$44,136.12

Current Pre-Pay Balance: \$0.00

Balance Due for Current Tax Period: \$44,136.12

#### Contract and Pre-Pay Balance Due For

Next Payment (8/20): \$13,661.66

Tax Period (1/20): \$77,806.30

Delinquent Tax: \$95,490.32

Delinquent & Current Tax: \$139,626.44

### Payment Details

Activate On: 1/7/2009

Initial Payment: 0.00

Frequency: Monthly

Number of Installments: 24

Pre-Pay Account: 40980

First Installment Due: 1/7/2009

Final Installment Due: 12/20/2010

DTC Payment: \$5,620.03

Pre-Pay Payment: \$8,091.63

**Total Payments: \$13,711.66**

### Notices

### Delinquent Payments and Pre-Pay Transactions

#### Delinquent Tax Payments

REALM/FCTS Payments Received: 7+ / 0

[View Scanned Docs](#) Warning! - The number of payments recorded by FCTS and REALM do not agree.

Date	Payment File	Amount	
01/14/2009	FCTS-ONLY-011409.txt	5620.03	<a href="#">Restore</a>
03/18/2009	RP031809.txt	2840.61	<a href="#">Restore</a>
04/16/2009	RP041609.txt	5620.03	<a href="#">Restore</a>
06/03/2009	RP060309.txt	6633.98	<a href="#">Restore</a>
06/26/2009	RP062609.txt	4606.08	<a href="#">Restore</a>
07/20/2009	FCTS-ONLY-072009.txt	5620.03	<a href="#">Restore</a>

#### Pre-Pay Transactions

Date	Reference	Type	Amount	Balance
------	-----------	------	--------	---------

### Tax Payer Contact Information

### Direct Debit

### Alerts

## 8/7/2009

FUTURE CHARGES TAX: FUTURE CHARGES SPEC ASMT:  
FUTURE PAYMENT TAX: FUTURE PAYMENT SPEC ASMT:  
Parcel Id : .....



**Summary**

Parcel ID  
**260-000522-00**

Map Routing No  
**260-N122M -356-01**

Card No  
**1**

Location  
**4986 -5046 CHATTERTONRD**

**Owner**  
NSCO INTERNATIONAL  
INVESTMENT LLC  
2280 W HENDERSON RD  
COLUMBUS OH 43220  
  
If the above is incorrect please call 614-462-4663

**Property Address Info**  
NSCO INTERNATIONAL  
INVESTMENT LLC  
2280 HENDERSON RD STE 204  
COLUMBUS OH 43220

**Legal Description**  
NOE-BIXBY RD  
QUALSTON E PT RES B  
3.325 ACRES

**Most Recent Transfer**

Sale Amount	<b>\$725,000</b>
Date of Sale	<b>11/30/2009</b>
Conveyance Type	<b>LW</b>
Exempt Number	<b>19161</b>
Number of Parcels	<b>1</b>

Annual Taxes	<b>\$53,713.46</b>	Taxes Paid	<b>\$36,724.50</b>
--------------	--------------------	------------	--------------------

	Market	Taxable
Land	<b>\$282,600</b>	<b>\$98,910</b>
Improvements	<b>\$1,930,800</b>	<b>\$675,780</b>
Total	<b>\$2,213,400</b>	<b>\$774,690</b>
Cauv	<b>\$0</b>	<b>\$0</b>

Year Built	<b>1971</b>	Total Sq Footage	<b>17,478</b>
------------	-------------	------------------	---------------

Property Class	<b>COMMERCIAL</b>		
Land Use	<b>[403] APARTMENTS 40+ FAMILY</b>		
Tax District	<b>[260] TRURO TOWNSHIP</b>		
School District	<b>[2507] GROVEPORT MADISON LSD</b>		
Neighborhood	<b>07500</b>		
Board of Revision	<b>YES</b>	Tax Lien	<b>NO</b>
Homestead	<b>NO</b>	2.5% Reduction	<b>NO</b>
Special Assessment	<b>NO</b>	CDQ	<b>2010</b>



[Auditor Home](#) [Real Estate Home](#) [Search](#) [Specialty Maps](#) [Auditor Services](#) [Contact Us](#) [On-Line Tools](#)

## Property Profile

### Parcel Info

	Parcel ID	Map Routing Number	Owner	Location
Summary				
Property Profile	<b>260- 000522- 00</b>	<b>260- N122M -356-01</b>	<b><u>NSCO INTERNATIONAL INVESTMENT LLC</u></b>	<b>4986 -5046 CHATTERTONRD</b>

Land

Building

Improvements

MAP(GIS)

Sketch

Photo

Transfer History

Area Sales Activity

Area Rentals

Tax/Payment Info

Current Levy Info

Tax Distribution

Levy Distribution

Rental Contact

Tax Estimator

Property Reports

Characteristics			
Neighborhood	<b>07500</b>	Property Status	<b>DEVELOPED</b>
Type	<b>SUBURBAN</b>	Elevation	<b>STREET LEVEL</b>
Trend	<b>STABLE</b>	Terrain	<b>FLAT</b>
Traffic	<b>NOMINAL</b>	Street Access	<b>PAVED</b>

Attributes			
Electricity	✓	Alley	
Water (Public)	✓	Sidewalk	✓
Sewer (Public)	✓	Corner Lot	
Gas	✓	Land Locked	
Well		Wooded Lot	
Septic		Waterfront	
Irregular Shape		View Enhancement	
Excess Frontage		Easements	

[Area Sex Offender  
Inquiry](#)

[Pay Real Estate  
Taxes Here](#)

[Tax Estimator by  
School/District](#)

#### Disclaimer

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.





## Building

Parcel ID  
**260-000522-00**

Map Routing No  
**260-N122M -356-01**

Card No  
**1**

Location  
**4986 -5046 CHATTERTONRD**

<b>Building 1</b>			
Address of Building		<b>4986 -5046 CHATTERTONRD</b>	
Land Use	<b>403 - APARTMENTS 40+ FAMILY</b>	Franchise	
Year Built	<b>1971</b>	Year Remodel	<b>1998</b>
Base Area	<b>8,739</b>	Effective Perimeter	<b>660</b>
Improvement Multiplier	<b>4</b>	Unit Finish Type/No	<b>APARTMENT UNITS /36</b>

Floor	Use	Wall Hgt	Area (SqFt)
<b>B</b>	<b>APARTMENT</b>	<b>9</b>	<b>8,739</b>
<b>1</b>	<b>APARTMENT</b>	<b>9</b>	<b>8,739</b>
<b>2</b>	<b>APARTMENT</b>	<b>9</b>	<b>8,739</b>
<b>Total Above Grade</b>			<b>17,478</b>
<b>Total parcel building area above grade 70,730 SqFt</b>			

HVAC	<b>Y</b>	Sprinkler	<b>N</b>
Lighting	<b>AVERAGE</b>	Plumbing Fixtures	<b>0</b>
Interior Finish	<b>AVERAGE</b>	Condition	<b>GOOD</b>

Permit No	Date	Cost	Description
<b>3993</b>	<b>11/24/2009</b>	<b>\$0.00</b>	<b>ROOF</b>
<b>3994</b>	<b>11/24/2009</b>	<b>\$0.00</b>	<b>ROOF</b>
<b>3995</b>	<b>11/24/2009</b>	<b>\$0.00</b>	<b>ROOF</b>
<b>3996</b>	<b>11/24/2009</b>	<b>\$0.00</b>	<b>ROOF</b>

Special Feature	Points
<b>3000SQFT STN TRIM</b>	<b>53</b>



## Improvements

Parcel ID: **260-000522-00** Map Routing No: **260-N122M -356-01** Card No: **1** Location: **4986 -5046 CHATTERTONRD**

Improvements						
Code	Type	Year Built	Year Remodeled	Condition	Size	Area
<b>13</b>	<b>BLACK TOP PAVING</b>	<b>1971</b>		<b>FAIR</b>	<b>IRR</b>	<b>60000</b>



## Transfer History

Parcel ID  
**260-000522-00**

Map Routing No  
**260-N122M -356-01**

Card No  
**2**

Location  
**4986 -5046 CHATTERTONRD**

Date	Owner	Conveyance No	Exempt Conveyance No	Conveyance Type	Number Parcels	Sale Price
11/30/2009	NSCO INTERNATIONAL	200900019161		LW	1	\$725,000
11/06/2009	CHW PROPERTY LLC	200900017530		SM	1	\$1,000,000
11/15/2006	SIX VENTURES LTD		2006913757-G	QE	1	\$0
08/28/1997	COLUMBUS PROPERTIES L P I	199700017227		GW	1	\$2,550,000
06/1986					1	\$2,450,000



## Tax Distribution

Parcel ID: **260-000522-00** Map Routing No: **260-N122M -356-01** Card No: **2** Location: **4986 -5046 CHATTERTONRD**

Distribution for Tax Year 2009		
County		
General Fund		\$1,138.79
Children's Services		\$3,780.80
Alcohol, Drug & Mental Health Services		\$1,656.07
MRDD		\$5,056.01
Metro Parks		\$581.02
Columbus Zoo		\$544.45
Senior Options		\$877.48
School District	[2507] GROVEPORT MADISON LSD	\$29,048.77
Township	TRURO	\$8,799.99
Vocational School	EASTLAND FAIRFIELD CAREER CENTER	\$1,549.38
City / Village	N/A	\$0.00
Library / Other	COLUMBUS METROPOLITAN	\$880.70
<b>Total</b>		<b>\$53,713.46</b>
The above distribution was updated on 05/07/2010		



# Levy Distribution

Parcel ID  
260-000522-00

Map Routing No  
260-N122M -356-01

Card No  
2

Location  
4986 -5046 CHATTERTONRD

Levy Distribution				
Description	Initial Year	Expires	Effective Rate	Taxes
<b>COLUMBUS METROPOLITAN</b>				
CURRENT EXPENSE	1976	2011	0.20607	159.84
CURRENT EXPENSE	1986	2011	0.93077	721.06
Total				880.70
<b>EASTLAND FAIRFIELD CARRIAGE</b>				
CURRENT EXPENSE	1976	PERMANENT	1.20000	929.63
CURRENT EXPENSE	1998	PERMANENT	0.80000	619.75
Total				1,549.38
<b>FRANKLIN COUNTY</b>				
ZOOLOGICAL	2005	2015	0.70279	544.45
OFFICE ON AGING	2007	2012	0.87452	677.48
METRO PARK	2009	2019	0.75000	581.02
MENTAL HEALTH & RETARDATION	2008	PERMANENT	3.40093	2,634.66
MENTAL HEALTH & RETARDATION	2002	2012	3.12557	2,421.34
GENERAL FUND	INSIDE	PERMANENT	1.47000	1,138.79
CHILDREN SERVICES	2009	2019	3.10000	2,401.54
CHILDREN SERVICES	2004	2014	1.79041	1,379.26
ADAMH BOARD	2006	2016	2.13772	1,656.07
Total				13,434.63
<b>GROVEPORT MADISON CO</b>				
PERMANENT IMPROVEMENT	INSIDE	PERMANENT	1.47000	1,138.79
GENERAL FUND	INSIDE	PERMANENT	2.73000	2,114.90
EMERGENCY (\$7,707,115)	2009	2012	9.36000	7,251.10
CURRENT EXPENSE	1976	PERMANENT	1.18410	917.31
CURRENT EXPENSE	1976	PERMANENT	1.02622	795.00
CURRENT EXPENSE	1976	PERMANENT	2.17084	1,681.73
CURRENT EXPENSE	1976	PERMANENT	1.46039	1,131.35
CURRENT EXPENSE	1976	PERMANENT	0.59205	458.65
CURRENT EXPENSE	1985	PERMANENT	3.04832	2,381.50
CURRENT EXPENSE	1988	PERMANENT	5.62879	4,380.57
CURRENT EXPENSE	1991	PERMANENT	8.82657	6,837.86
Total				29,048.77
<b>TRURO</b>				
GENERAL FUND	INSIDE	PERMANENT	0.25000	193.67
FIRE & E.M.S.	2005	PERMANENT	1.90362	1,474.71
FIRE & E.M.S.	2007	PERMANENT	3.75779	2,911.12
FIRE	1976	PERMANENT	0.27487	212.94
FIRE	1976	PERMANENT	0.39287	304.20
FIRE	1976	PERMANENT	0.78534	608.40
FIRE	1980	PERMANENT	0.67715	524.58
FIRE	1984	PERMANENT	1.12684	872.95
FIRE	1988	PERMANENT	2.19110	1,697.42
Total				8,799.99
Total Distribution \$53,713.46				



## Rental Contact

Parcel ID 260-000522-00 Map Routing No 260-N122M -356-01 Card No 2 Location 4986 -5046 CHATTERTONRD

Rental Contact			
Owner/Contact Name	<b>NSCO INTERNATIONAL INVESTMENT LLC</b>	Contact Address 1	<b>2280 W. HENDERSON RD. SUITE 204</b>
Business Name	<b>CROSS KEY APARTMENTS</b>	Contact Address 2	
Title	<b>OWNER</b>	City	<b>COLUMBUS</b>
Phone Number	<b>(614) 457-5239</b>	State	<b>OHIO</b>
Last Updated	<b>2010-01-30</b>	Zip Code + 4	<b>43220-0</b>



# Clarence E. Mingo II

Auditor, Franklin County, Ohio

Geographic Information System

PID: 260-000522  
NSCO INTERNATIONAL  
2280 W HENDERSON RD, COLUMBUS OH 43220

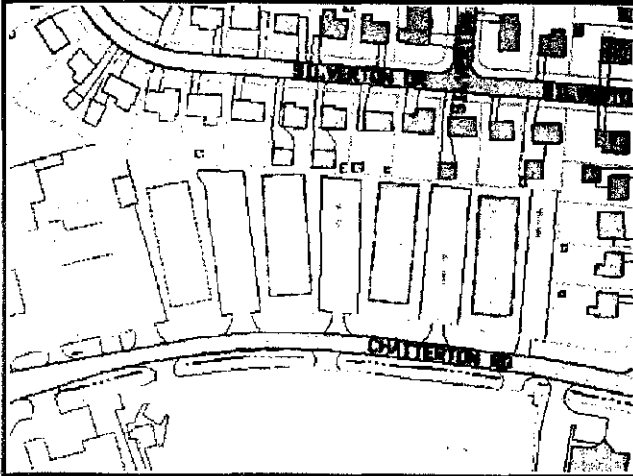
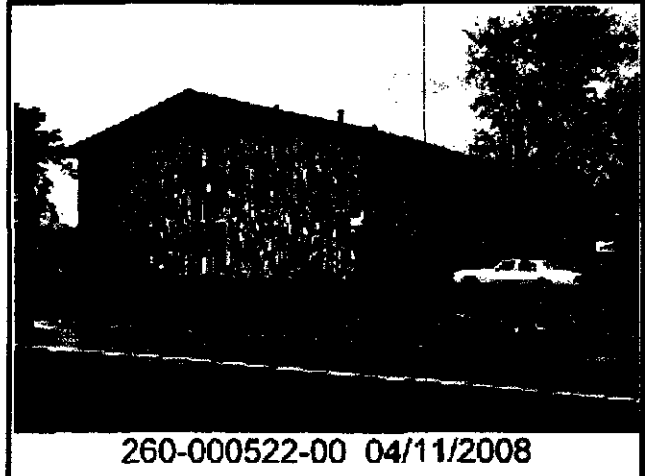


Image Date: 09/27/2010 11:00:53



260-000522-00 04/11/2008

Image Date: 2008-04-11 14:16:16

**Owner Name** NSCO INTERNATIONAL INVESTMENT LLC  
**Site Address** 4986 -5046 CHATTERTON RD  
**Mail Address** NSCO INTERNATIONAL INVESTMENT LLC  
2280 HENDERSON RD STE 204  
COLUMBUS OH 43220  
**Tax District** TRURO TOWNSHIP  
**Description** NOE-BIXBY RD  
QUALSTON E PT RES B  
3.325 ACRES

**Transfer Date** 11/30/2009  
**Sale Amount** \$725,000  
**Year Built** 1971  
**Auditor's Map** N122M 366.01  
**Neighborhood** 07500  
**School Name** GROVEPORT MADISON LSD  
**Annual Taxes** \$53,713.48

## Auditor's Appraised Values

	Taxable	Exempt	Other Exempt
Land	\$282,600	\$0	\$0
Building	\$1,930,800	\$0	\$0
Total	\$2,213,400	\$0	\$0

**Accessed Acreage** 3.325  
**Landuse** 403 - APARTMENTS 40+ FAMILY  
**CAUV** \$0  
**Homestead** NO  
**Property Class** COMMERCIAL

## Building Information

<b>Rooms</b>	0	<b>Baths</b>	0
<b>Bedrooms</b>	0	<b>Half Baths</b>	0

<b>Number of Cars</b>	2
<b>Square Feet</b>	17,478
<b>Air Cond.</b>	
<b>Fireplaces</b>	0
<b>Stories</b>	0

## Disclaimer

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/15/2009	200928701688	ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

NSCO INTERNATIONAL INVESTMENT L.L.C.  
2280 W. HENDERSON RD.  
SUITE 204  
COLUMBUS, OH 43220

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jennifer Brunner****1889202**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**NSCO INTERNATIONAL INVESTMENT L.L.C.**

and, that said business records show the filing and recording of:

Document(s)

**ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.**

Document No(s):

**200928701688**

United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 13th day of October, A.D.  
2009.

Ohio Secretary of State





Form 533A Prescribed by the:  
Ohio Secretary of State

Central Ohio: (614) 466-3910  
Toll Free: (877) SOS-FILE (767-3453)

www.sos.state.oh.us  
Busserv@sos.state.oh.us

Expedite this form: (select one)  
Mail form to one of the following:

- ☐ Expedite PO Box 1390  
Columbus, OH 43216  
--- Requires an additional fee of \$100 ---
- ☐ Non Expedite PO Box 670  
Columbus, OH 43216

## ARTICLES OF ORGANIZATION FOR A DOMESTIC LIMITED LIABILITY COMPANY

Filing Fee: \$125.00

(CHECK ONLY ONE (1) BOX)

(1) ☒ Articles of Organization for Domestic  
For-Profit Limited Liability Company  
(115-LCA)  
ORC 1705

(2) ☐ Articles of Organization for Domestic  
Nonprofit Limited Liability Company  
(115-LCA)  
ORC 1705

Name of limited liability company

NSCO INTERNATIONAL INVESTMENT L.L.C.

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd."

Effective Date  
(Optional)

mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing  
of the articles or on a later date specified that is not more than ninety days  
after filing)

This limited liability company shall exist for  
(Optional)

Period of Existence

Purpose  
(Optional)

REALESTATE

☐ Check here if additional provisions are attached

**ORIGINAL APPOINTMENT OF AGENT**

The undersigned authorized member(s), manager(s) or representative(s) of

NSCO INTERNATIONAL INVESTMENT LLC  
Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

ABDELRAOUF SHAIKH SOLAIMAN  
Name of Agent

2280 W. HENDERSON RD. SUITE 204  
Mailing Address

COLUMBUS  
City

Ohio  
State

43220  
Zip Code

☐ If the agent is an individual and using a P.O. Box, check this box to certify the agent is an Ohio resident.

**ACCEPTANCE OF APPOINTMENT**

The undersigned, named herein as the statutory agent for

NSCO INTERNATIONAL INVESTMENT LLC  
Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

A.R. Sh. Solaiman M.D.  
Agent's Signature

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document on behalf of the limited liability company identified above.

**REQUIRED**

Articles and original appointment of agent must be authenticated (signed) by a member, manager or other representative.

A. R. Sh. Solaiman M.D.  
Signature

10/09/09  
Date

ABDELRAOUF SHAIKH SOLAIMAN  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

(See Instructions Below)

**JENNIFER BRUNNER**  
OHIO SECRETARY OF STATE

[Home](#) | [About](#) | [Businesses](#) | [Voter Services](#) | [Candidates](#) | [Elections & Ballot Issues](#) | [Other Records](#) | [Better Lives](#) | [Voting Rights Institute](#) | [Media Center](#)

**BUSINESS FILINGS**

PROMOTING BUSINESS GROWTH

**Business Information**

Total Row Count in Report - 1

Row(s) 1 - 1

Business Name	Charter / Registration Number	Type	Original Filing Date	Status	Expiration Date	Location / County / State	Agent / Contact Info	Business Filing Info	Prior Business Name Info
NSCO INTERNATIONAL INVESTMENT L.L.C.	1339202	Domestic Limited Liability Company	Oct 13 2009	Active			<a href="#">Click for Details</a>	<a href="#">Click for Details</a>	<a href="#">Click for Details</a>

[help](#)[Back to Menu](#)

**JENNIFER BRUNNER****OHIO SECRETARY OF STATE**[Home](#) | [About](#) | [Businesses](#) | [Voter Services](#) | [Candidates](#) | [Elections & Ballot Issues](#) | [Other Records](#) | [Better Lives](#) | [Voting Rights Institute](#) | [Media Center](#)**BUSINESS FILINGS**

PROMOTING BUSINESS GROWTH

**Agent Contact Information**

Agent Name	Agent Address	City	State	Zip	Effective Date	Contact Status
Abdelraouf Shaikh Solaiman	2280 W. Henderson Rd. Suite 204	Columbus	Ohio	43220	13-OCT-09	Active

[help](#)[Back to Menu](#)

# Payment History of NSCO International Investment LLC

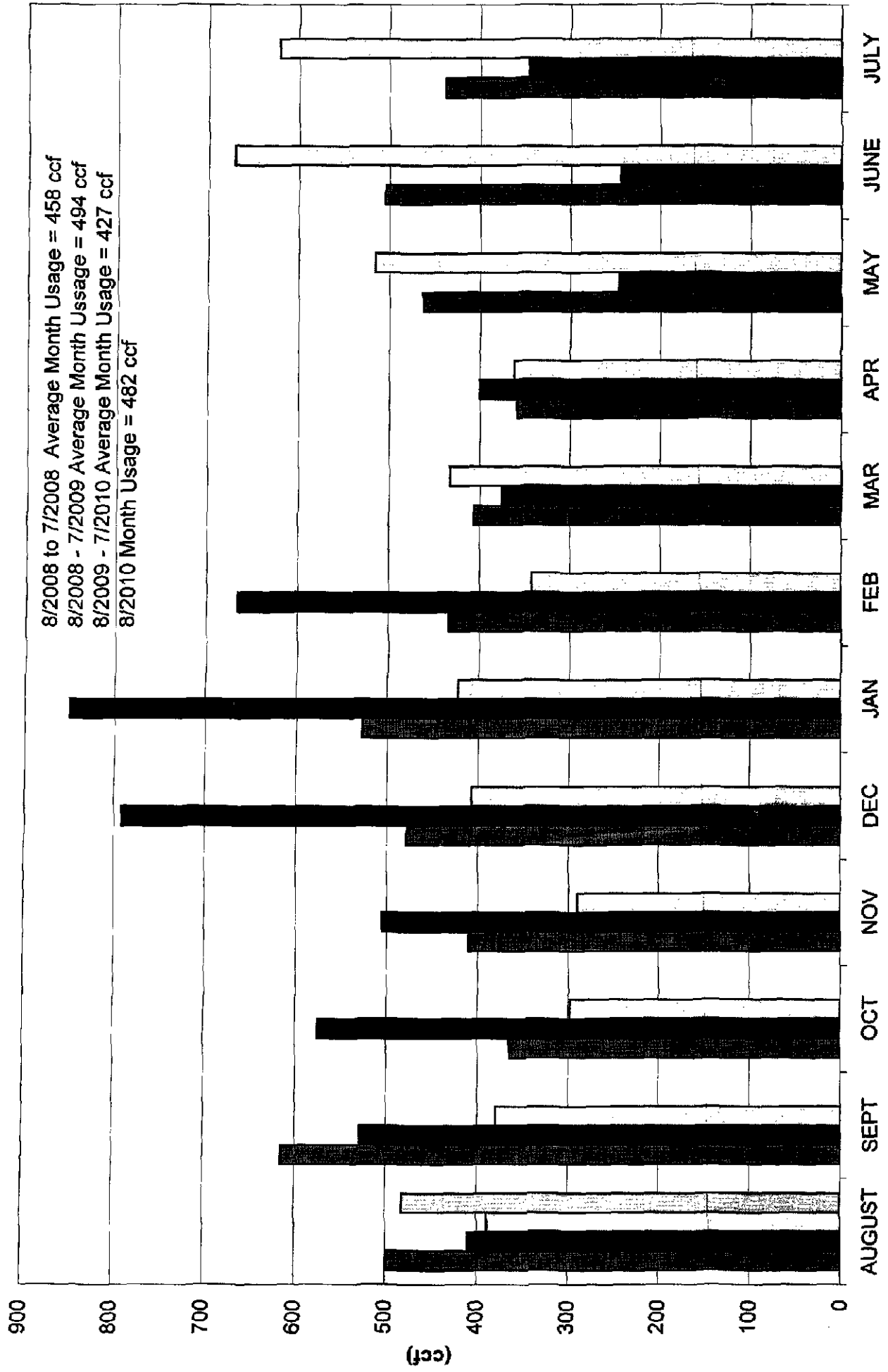
Since November 2009<sup>1</sup>

Date	Usage	Gallons	Service Charge	Reconnection Charge	Water Charges	Wastewater Charges	Total Charges	Late Charges	Payments	Balance Due
Nov-09	290	216920	\$80.00	\$0.00	\$906.22	\$1,724.20	\$2,710.42	\$ 0.00	\$0.00	\$2,710.42
Dec-09	407	304436	\$80.00	\$0.00	\$1,261.01	\$2,406.78	\$3,747.79	\$128.57	\$2,920.41	\$3,805.43
Jan-10	422	315656	\$80.00	\$0.00	\$1,306.50	\$2,494.29	\$3,880.79	\$187.39	\$2,571.36	\$5,302.25
Feb-10	342	255816	\$80.00	\$0.00	\$1,063.91	\$2,027.57	\$3,171.48	\$194.04	\$0.00	\$8,667.77
Mar-10	433	323884	\$80.00	\$0.00	\$1,339.86	\$2,558.46	\$3,978.32	\$158.58	\$0.00	\$12,804.67
Apr-10	609	455532	\$80.00	\$61.00	\$1,865.27	\$3,553.23	\$5,559.50	\$198.91	\$8,213.60	\$10,349.48
Apr-10	116	86768	\$16.00	\$0.00	\$357.13	\$683.22	\$1,056.35	\$0.00	\$0.00	\$11,405.83
May-10	516	385968	\$69.80	\$0.00	\$2,046.53	\$2,869.20	\$4,985.53	\$0.00	\$0.00	\$16,391.36
Jun-10	671	501908	\$91.04	\$0.00	\$2,661.40	\$3,737.74	\$6,490.18	\$0.00	\$0.00	\$22,881.54
Jul-10	621	464508	\$91.04	\$0.00	\$2,465.81	\$3,622.74	\$6,179.59	\$0.00	\$0.00	\$29,061.13
Aug-10	482	360536	\$91.04	\$61.00	\$1,922.07	\$2,879.18	\$4,953.29	\$324.51	\$5,000.00	\$29,338.93
Sep-10	545	407660	\$91.04	\$61.00	\$2,168.52	\$3,250.38	\$5,570.94	\$308.98	\$0.00	\$35,079.79
Totals							\$52,284.18	\$1,500.98	\$18,705.37	

Percentage of balances paid: \$18,705.37 divided by \$52,284.18 = 35.77%

<sup>1</sup> Assumes the payments of December 2009, January and April 2010 were made by NSCO but no verification has yet been forthcoming by NSCO

# 4990 Chatterton Water Usage



■ 8/2007 - 7/2008 ■ 8/2008 - 7/2009 □ 8/2009 - 7/2010 □ Aug-10

### 4990 CHATTERTON: USAGE HISTORY

[illegible]