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02/27/2014 2:37PM BXTALON GROUP  
Terry J. Brown  
Franklin County Recorder

This instrument prepared by  
and after recording return to

Office of Legal Affairs  
1590 North High Street  
Suite 500  
Columbus, Ohio 43201  
Attn: Mary Schneider, Esq.

Talon box-~~MC~~ RIGHT OF FIRST REFUSAL 129288 (4)

THIS RIGHT OF FIRST REFUSAL (this "**Agreement**") is executed, delivered and made effective as of February 26, 2014 (the "**Effective Date**"), by and between **The Ohio State University**, an instrumentality of the State of Ohio ("**OSU**"), and **Step By Step Academy, Inc.**, an Ohio not-for-profit corporation ("**SBS**").

**RECITALS:**

WHEREAS, pursuant to a certain Real Estate Purchase Contract dated June 20, 2013 ("**Purchase Contract**"), OSU agreed to convey to SBS certain real property located at 445 East Dublin Granville Road, Worthington, Ohio, as is more particularly described and depicted on Exhibit "A" attached hereto and made a part hereof reference (the "**Property**"), conditioned in part on SBS granting OSU a right of first refusal to purchase the Property; and

WHEREAS, pursuant to the terms of the Purchase Contract, SBS and OSU agreed to execute and deliver an agreement to evidence the right of first refusal contemplated thereunder.

NOW, THEREFORE, in conditions of the foregoing, the parties hereto agree as follows:

ARTICLE I  
Right of First Refusal

1.01 Right of First Refusal. SBS, for itself and its successors and assigns, hereby grants and conveys to OSU, its successors and assigns, an exclusive, irrevocable and perpetual right of first refusal which hereby entitles OSU to purchase the Property upon the same terms and conditions as those offered to SBS, its successors or assigns, to the extent that such terms and conditions are applicable to OSU, or can be agreed to by OSU as an instrumentality of the State of Ohio. In the event SBS, its successors or assigns, receives from any third party or entity a bona-fide offer to purchase the Property (or any part thereof), which SBS, its successors or assigns, desires to accept, then, on the occasion of each such offer, SBS, its successors or assigns, shall promptly deliver to OSU, its successors or assigns, written notice and a true, correct and complete copy of the offer, including an address for notices to be sent to SBS, its successors and assigns (the "**Offer Notice**"). OSU, its successors or assigns, shall thereafter have the right and privilege, but not the obligation to purchase the Property, at the price and on the terms and conditions contained in said offer to the extent that such terms and conditions are applicable to OSU, or can be agreed to by OSU as an instrumentality of the State of Ohio. The right of first refusal granted herein shall be exercised by OSU, its successors or assigns, by providing to SBS, its successors or assigns, written notice of its election to exercise its right of first refusal within 30 business days after OSU's receipt of an Offer Notice. If an offer is for other than cash, OSU, its successors or assigns, shall have the right to substitute the cash equivalent of all property other than cash contained in said offer. In the event OSU fails to exercise its right of first refusal within the 30 business days provided herein, then SBS, its successors and assigns, shall have the right and privilege to proceed with the sale or conveyance of the Property pursuant to the Offer Notice. If for any reason, SBS fails to complete the sale of the Property pursuant to the Offer Notice, OSU's rights under this agreement shall be reinstated as it relates to any subsequent offer(s) to purchase the Property received by SBS.

ARTICLE II  
Notices; Notice of Transfer

2.01. Notices. Any notice or other communication required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed effective upon delivery (or refusal of delivery) when transmitted by one of the following methods to such party at the address set forth at the end of this Section 2.01: (a) via a nationally recognized overnight delivery service (such as FedEx or UPS); (b) by facsimile, provided, however, that if any notice is given by facsimile, a copy shall also be sent on the same day for next day delivery by overnight delivery service as provided in the preceding clause (a); or (c) by certified mail, postage prepaid, return receipt requested. Either party may change its address for notice by giving written notice thereof to the other party at least 10 business days prior to the effective date of such change of address. The address of each party for notice initially is as follows:

If intended for Step By Step, to:

Step By Step Academy, Inc.  
445 East Dublin-Granville Road  
Building R  
Worthington, Ohio 43085  
Attn: John Solomon, Interim Director  
Fax: (614) 436-8704

With a copy to:

David J. Demers, Esq.  
Three North High Street  
P.O. Box 714  
New Albany, Ohio 43054

If intended for OSU, to:

The Ohio State University  
Physical Planning and Real Estate  
McCracken Power Plant, Suite 200  
2003 Millikin Road  
Columbus, Ohio 43210  
Attention: Associate Vice President for  
Physical Planning and Real Estate  
Fax: (614) 292-4824

and

The Ohio State University  
Office of Legal Affairs  
1590 North High Street, Suite 500  
Columbus, Ohio 43210  
Attention: Mary F. Schneider, Esq.  
Fax: (614) 292-8699

### ARTICLE III Miscellaneous Provisions

3.01. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the parties hereto.

3.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

3.03. Severability. If any provision of this Agreement or the application of any provision to any person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other person or circumstance, all of which other provision shall remain in full force and effect.

3.04. Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by the parties hereto.

3.05. Covenants Run With the Land. Except as set forth herein, it is intended that the covenants, easements, agreements, promises and duties of each party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that all such covenants shall be enforceable against the covenantor and shall also run with the land.

3.06. Index of Exhibits.

A      Property Legal Description and Site Plan

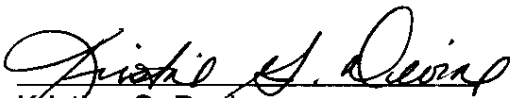
3.07 Incorporation of Recitals. The Recitals portion of this Agreement is hereby incorporated by this reference to the same extent and as fully as though it were here rewritten in its entirety.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

*Signature and Acknowledgment Pages Follow*

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date first above written.

**The Ohio State University,**  
an instrumentality of the State of Ohio

By:   
Kristine G. Devine  
Its: Deputy Chief Financial Officer

STATE OF OHIO                    )  
  ) SS  
COUNTY OF FRANKLIN        )

This instrument was acknowledged before me this 26<sup>th</sup> day of February, 2014, by Kristine G. Devine, Deputy Chief Financial Officer of The Ohio State University, an instrumentality of the State of Ohio, on behalf of the university

  
Notary Public



Neil Perry  
Notary Public, State of Ohio  
My Commission Expires 10-31-2017


Notary Public for \_\_\_\_\_  
My Commission expires: 10/31/2017

**Step By Step Academy, Inc.,**  
an Ohio not-for-profit corporation

By:   
John Solomon  
Its: Interim Director

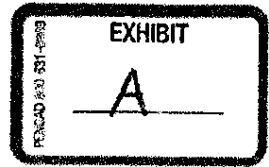
STATE OF OHIO                    )  
  ) SS  
COUNTY OF ~~FRANKLIN~~ )  
                                  Catawba

This instrument was acknowledged before me this 26<sup>th</sup> day of February 2014, by John Solomon, the Interim Director of Step by Step Academy, Inc., an Ohio not-for profit corporation, on behalf of the corporation.

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

My Commission Expires JEFFREY A. AUKER,  
ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.





**Legal Description for Parcels: 100-000398, 100-000780, 100-001234, 100-000696,  
and 100-001368**

**Tract 1**

Situated in the State of Ohio, County of Franklin, City of Worthington, being part of Quarter Township 3, Township 2, Range 18, United States Military Lands, being parts of those two parcels of land (First Parcel and Second Parcel) as described in a deed to The Columbus Sanitarium Company (n.k.a. Harding Sanitarium, Inc.), of record in Deed Volume 874, Page 274, all references herein being to the records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at the northwesterly corner of the Second Parcel, at the northeasterly corner of that 2.25 acre tract as described in a deed to Harding Sanitarium, Inc., of record in Deed Volume 1885, Page 81 and in the centerline of Dublin-Granville Road (State Route 161);

Thence South  $85^{\circ}15'00''$  East, along said centerline, a distance of 70.12 feet to the intersection of the centerline of Proprietors Road, 50 feet in width, being also a corner common to First Parcel and Second Parcel;

Thence South  $85^{\circ}21'30''$  East, continuing along said centerline, a distance of 403.54 feet to the northeasterly corner of First Parcel and in the westerly right-of-way line of the Norfolk & Western Railway Co.;

Thence South  $1^{\circ}47'15''$  East, along said right-of-way line, a distance of 300.00 feet to a point in the easterly line of that 40 foot wide (+/-) strip of land (originally out of said First Parcel) as described in a deed to Ohio Railway Museum, Inc., of record in Official Record Volume 29706, Page E09;

Thence northerly along said easterly line the following two courses:

1. North  $11^{\circ}44'58''$  West, a distance of 24.09 feet to a point of curvature;
2. With the arc of a curve to the right, having a radius of 1753.18 feet, a central angle of  $8^{\circ}31'54''$ , the chord of which bears North  $7^{\circ}29'01''$  West, a chord distance of 260.82 feet to a point in the original southerly right-of-way line of Dublin-Granville Road (20.00 feet south of centerline);

Thence North  $85^{\circ}21'30''$  West, along said right-of-way line, a distance of 44.77 feet to a point at the intersection of the westerly line of said 40 foot wide (+/-) strip;

Thence southerly along said westerly line the following courses:

1. South  $5^{\circ}16'57''$  East, passing an iron pin set in the southerly right-of-way line of Dublin-Granville Road at 35.53 feet (55 feet right of station 30+91.5), a total distance of 169.02 feet to a point in the center of Rush Run;
2. South  $11^{\circ}36'57''$  East, a distance of 819.40 feet to an iron pin set at a point of curvature;

3. With the arc of a curve to the right, having a radius of 5699.00 feet, a central angle of 10°00'12", the chord of which bears South 6°36'51" East, a chord distance of 993.74 feet to an iron pin found at the northeasterly corner of the subdivision "Colonial Hills No. 2", of record in Plat Book 20, Page 10, in the easterly right-of-way line of a vacated alley;

Thence North 84°38'48" West, along the northerly line of Colonial Hills No. 2, passing the northeasterly corner of Lot 619 at 20.22 feet and the northwesterly corner at 140.13 feet, a total distance of 180.52 feet to a P.K. nail found at the centerline intersection of Indianola Avenue, 80.00 feet in width, and Park Overlook, 60.00 feet in width;

Thence North 84°47'15" West, along the centerline of Park Overlook, a distance of 39.60 feet to a P.K. nail set at the southeasterly corner of that 0.402 acre tract as described in a deed to The Board of Commissioners of Franklin County, Ohio (for right-of-way purposes), of record in Deed Volume 1688, Page 284;

Thence North 1°16'15" West, along the easterly line of said 0.402 acre tract, a distance of 30.19 feet to an iron pin set at the northeasterly corner of same;

Thence North 84°47'15" West, along the northerly line of said 0.402 acre tract (the northerly right-of-way line of Park Overlook), a distance of 153.84 feet to an iron pin found at the southeasterly corner of the property of Karen S. and Shawn E. Miller, of record in Instrument No. 200103090048575;

Thence North 4°35'22" East, along the easterly line of said Miller property, a distance of 150.00 feet to an iron pin found at the northeasterly corner of same;

Thence North 84°47'15" West, along the northerly line of a series of eight tracts (all originally out of First Parcel), a distance of 442.15 feet to an iron pin set in the center of the vacated half of Forest Avenue, 25 feet in width, as established by the plat "Subdivision of Reserve "B", Colonial Hills Plat No. 2", of record in Plat Book 21, Page 11, and vacated by City of Worthington Ordinance No. 96-94;

Thence North 4°30'40" East, along the center of said vacated half of Forest Avenue, a distance of 154.72 feet to an iron pin set at the terminus of same;

Thence North 85°27'11" West, along the northerly line of said Subdivision of Reserve "B", Colonial Hills Plat No. 2 and along the northerly line of "Rush Creek Subdivision" (a re-plat of a portion of Subdivision of Reserve "B", Colonial Hills Plat No. 2) of record in Plat Book 28, Pages 38 and 39, a distance of 674.11 feet to an iron pin found at the southwesterly corner of Second Parcel and at the terminus of South Street;

Thence North 4°32'51" East, along the easterly line of said Rush Creek Subdivision, being also the easterly right-of-way line of vacated Andover Street (vacated by City of Worthington Ordinance No. 15-56), passing an iron pin found in the northerly right-of-way line of South Street at 25.00 feet, a total distance of 859.66 feet to an iron pin set at



the southwesterly corner of that 0.69 acre tract as described in a deed to George T. and Joan L. Harding, of record in Deed Volume 2318, Page 198;

Thence South 85°22'28" East, along the southerly line of said 0.69 acre tract, a distance of 200.07 feet to an iron pin set at the southeasterly corner of same and at a southwesterly corner of that 2.323 acre tract as described in a deed to Harding Hospital, Inc., of record in Deed Volume 3790, Page 425;

Thence North 59°53'33" East, along the southeasterly line of said 2.323 acre tract, a distance of 536.55 feet to an iron pin set at the most easterly corner of same and at the southeasterly corner of that aforementioned 2.25 acre tract;

Thence North 4°45'00" East, along the easterly line of said 2.25 acre tract, a distance of 440.21 feet to the place of beginning and containing 40.934 acres of land, which is comprised of all of tax parcels 100-001234 and 100-000398.

Bearings herein are based on South 85°15'00" East for the centerline of Dublin-Granville Road west of Proprietors Road as indicated in the referenced deed of record in Deed Volume 1885, Page 81.

Iron pins set consist of a 1" (O.D.) iron pipe, 30" long with a plastic cap inscribed "M-E Companies/S-6872".

This description was prepared by M-E Companies, Inc., Civil Engineering Group, based on information obtained from an actual field survey of the premises in April, 2003. Robert S. Wynd, Registered Surveyor No. 6872.

#### Tract 2

Situate in the State of Ohio, County of Franklin and Township of Sharon, and being part of Quarter Township 3, Township 2, Range 18, U.S. Military Lands and being part of a tract of 19.65 Acres, designated as Second Parcel in the deed from the Sanitarium Realty Company to the Columbus Sanitarium Company, as the same is shown of record in Deed Book 874, page 274, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at an iron pin in the east line of Foster Street (now Andover Street) at the northwest corner of the above mentioned 19.65 Acre Tract; thence with the north line of said tract, S. 85°15' E. 640.9 ft. to an iron pin; thence S. 59°30' W. 540.9 ft. to an iron pin at the southeast corner of a 0.69 Acre Tract conveyed to Harrison and Ruth Evans, as the same is shown of record in Deed Book 1117, page 633, Franklin County records; thence with the east line of said 0.69 Acre Tract, N. 4°35' E. 150 ft. to an iron pin at the northeast corner of said tract; thence with the north line of said 0.69 Acre Tract, N. 85°16' W. 200 ft. to an iron pin at the northwest corner of said tract and in the east line of Foster Street (now Andover Street) the same being the west line of the above mentioned 19.65 Acre Tract; thence with said west line along the east line of Foster

Tract 1  
0-99-D  
A1104  
(100)  
1234+  
398

Tract 2

0-99-D  
All of  
(100)  
1368  
+  
780

Street (now Andover Street), N. 4°35' E. 162 ft. to the place of beginning, containing 2.323 Acres more or less.

### Tract 3

Situated in the State of Ohio, County of Franklin, City of Worthington, and being in Township No. 2, Quarter Township No.3, Range 18, U.S. Military Lands, and being part of the 5.35 Acre tract conveyed to Frances K. Harding by deed of record in Deed Record 1174 at page 615, Recorder's Office, Franklin County, Ohio, and more particularly described as follows:

Beginning at a point in the center line of the Worthington and Granville Road (also known as State Route 161) at the northeast corner of the land conveyed to the Harding Sanitarium, Inc. by deed of record in Deed Book 1885, page 81, Recorder's Office, Franklin County, Ohio, and at the northwest corner of land owned by Harding Sanitarium, Inc.; thence N. 85°15' W. along the center line of the Worthington and Granville Road a distance of Two Hundred Twenty Five (225) feet to a point; thence S. 4°45' W. a distance of Four Hundred and Thirty Eight (438) feet to a point; thence S. 85°15' E. a distance of Two Hundred Twenty Five (225) feet to a point; thence N. 4°45' E. Four Hundred Thirty Eight (438) feet to the place of beginning, containing 2.25 acres, more or less.

Tract 3  
a-99-D  
19106

(100)

646

