

FIRST AMENDMENT TO LAND INSTALLMENT CONTRACT

THIS FIRST AMENDMENT TO LAND INSTALLMENT CONTRACT ("First Amendment"), dated as of the latter of the signature dates below (the "Effective Date"), is by and between **CITY OF HUDSON, OHIO**, a municipal corporation of Ohio, having a current mailing address of 1140 Terex Road, Hudson, Ohio 44236 (hereinafter referred to as "Seller"), and **ARLINGTON VALLEY FARMS, LLC**, an Ohio limited liability company, having a current mailing address of 2500 Arlington Road, Cleveland Heights, Ohio 44118 (hereinafter referred to as "Buyer") (collectively, the "Parties").

WHEREAS, Buyer and Seller entered into a Land Installment Contract dated April 1, 2018 (hereinafter, the "Contract"), whereby Seller agreed to sell and convey and Buyer agreed to purchase and pay for a certain Premises, therein described, located at 5369 Hudson Drive, Hudson, Ohio 44236; and

WHEREAS, the aforementioned Contract imposed additional obligations on the Seller and Buyer as part of the transaction and the Seller and Buyer now desire to modify the original Contract with respect to the time of performance for some of these additional obligations; and

WHEREAS, Seller and Buyer desire to amend the Contract to extend the timeframe for Seller to install the water line to the Premises; and

WHEREAS, Seller and Buyer desire to amend the Contract to extend the timeframe for Seller to make certain exterior parking lot repairs on the Premises; and

WHEREAS, Seller and Buyer desire to amend the Contract to extend the timeframe for Buyer to make certain improvements to the Premises; and

WHEREAS, due to the aforementioned amendments, Seller and Buyer desire to amend the Contract to revise both the schedule of the commencement of the Installment Payments and the Closing Date.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. Commencement Date of Installment Payments. Sections 2(A) and 2(B) are hereby deleted in their entirety and replaced with the following:

"A. Commencing April 1, 2018 until November 30, 2019, Buyer shall make no Installment Payments (hereinafter defined) to Seller under this Agreement, except for Buyer's responsibility for real estate taxes, insurance, expenses related to maintaining the Premises, and any other obligations of Buyer under this Agreement;

“B. Commencing on December 1, 2019, and on the first day of each and every calendar month thereafter up to and including January 31, 2024, Buyer shall pay to Seller equal monthly installments of ten thousand and 00/100 dollars (\$10,000.00) per month (the “Installment Payments”); and”

2. Closing Date. Section 15(B) of the Contract is hereby amended by deleting the words “December 1, 2023” from the first sentence of such Section and substituting in lieu thereof the words “February 1, 2024.”

3. Seller Address Changed. Section 20 of the Contract is hereby amended by deleting the words “115 Executive Parkway #400, Hudson, Ohio 44236” from the first sentence of such Section and substituting in lieu thereof the words “1140 Terex Road, Hudson, Ohio 44236.”

4. Water Line Installation. Section 24(A)(ii) of the Contract is hereby amended by deleting the words “August 15, 2018” from the first sentence of such Section and substituting in lieu thereof the words “December 1, 2019.”

5. Parking Lot Repairs. Section 24(A)(iii) is hereby deleted in its entirety and replaced with the following:

“Unless waived in writing by Buyer, and subject to weather conditions, by no later than July 1, 2020, Seller shall patch and seal all exterior parking lot and loading areas on the Premises.”

6. Timeframe for Completion of Buyer’s Improvements. Section 24(A)(i) of the Contract is hereby amended by deleting the words “September 1, 2018” from the first sentence of such Section and substituting in lieu thereof the words “December 1, 2019.”

7. Other Terms and Conditions Remain. In the event of any inconsistencies between the Contract and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this First Amendment.

8. Miscellaneous.

- a. To the extent permitted in the Contract, this First Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.
- b. All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

- c. The headings in this First Amendment are for reference only and do not affect the interpretation of this First Amendment.

[NO MORE TEXT ON THIS PAGE – SIGNATURE PAGE TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Seller and Buyer have executed this First Amendment as of the date set forth below.

Seller:

Buyer:

CITY OF HUDSON, OHIO
an Ohio Municipal Corporation

ARLINGTON VALLEY FARMS, LLC
an Ohio limited liability company

By: Jane Howington

By: Peter Jacobson

Printed Name: Jane Howington

Printed Name: Peter Jacobson

Title: City Manager

Title: President

Date: 1-15-2020

Date: 12/1/2019

Approved as to Legal Form:

Matthew J. Vazzana

Matthew J. Vazzana
City Solicitor
City of Hudson, Ohio

This Instrument Prepared By:

Matthew J. Vazzana, Esq.
City Solicitor
City of Hudson, Ohio
1140 Terex Road
Hudson, Ohio 44236

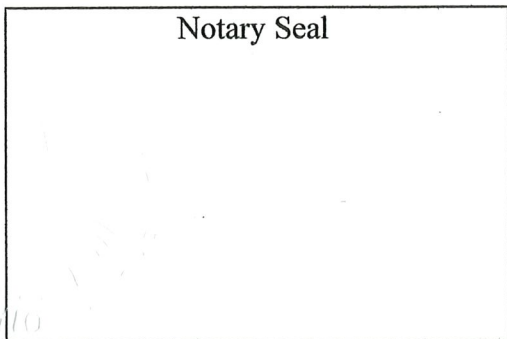
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

SELLER ACKNOWLEDGEMENT

STATE OF Ohio)
) SS.
COUNTY OF Summit)

I certify that I know or have satisfactory evidence that Jane Howington is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the City Manager of the **City of Hudson**, an Ohio municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1-15-2020.



Erin C. Schaad

(Signature of Notary)

ERIN C. SCHAAD

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

Ohio

My appointment expires: 10/6/2023



Erin C. Schaad
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/6/23

