

SECOND AMENDMENT TO LAND INSTALLMENT CONTRACT

THIS SECOND AMENDMENT TO LAND INSTALLMENT CONTRACT (“Second 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, Buyer and Seller entered into a First Amendment to Land Installment Contract (“First Amendment”) on January 15, 2020, extending the timeframe for the following: Commencement Date of Installment Payments, the Closing Date, and deadlines for: Water Line Installation, Parking Lot Repairs, and Buyer’s Improvements; and

WHEREAS, Seller and Buyer desire to amend the Contract to extend the timeframe for closing.

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. Extension of Installment Payments: Section 2(B) is hereby amended as follows:

(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~~ **June 30, 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, as amended by the First Amendment, is hereby amended by deleting the words “February 1, 2024” from the first sentence of such Section and substituting in lieu thereof the words “July 1, 2024.”

3. 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.

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

[NO MORE TEXT ON THIS PAGE - SIGNATURES 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: _____

By: _____

Printed Name: Thomas J. Sheridan

Printed Name: Peter Jacobson

Title: City Manager

Title: President

Date: _____

Date: _____

Approved as to Legal Form:

John P. Kolesar
City Solicitor
City of Hudson, Ohio

This Instrument Prepared By:

John P. Kolesar, Esq.
City Solicitor
City of Hudson, Ohio
1140 Terex Road
Hudson, Ohio 44236

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

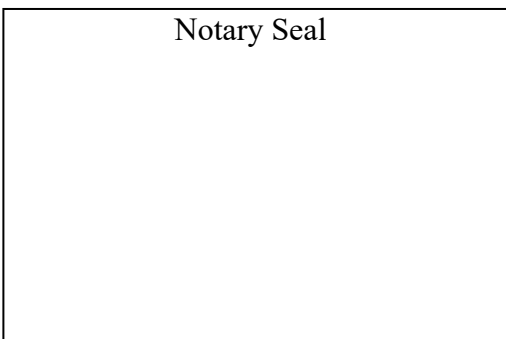
SELLER ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ 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 _____ 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: _____.

Notary Seal



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

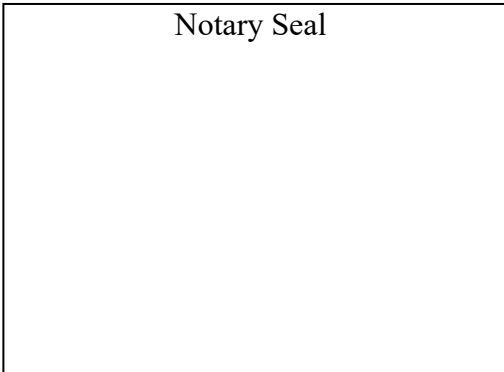
My appointment expires: _____

BUYER ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of **Arlington Valley Farms, LLC**, an Ohio limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____