

LAND INSTALLMENT CONTRACT

THIS LAND INSTALLMENT CONTRACT (“Contract”), entered into at Hudson, Ohio, as of the 1st day of April, 2018 (the “Effective Date”), by and between the **CITY OF HUDSON**, a municipal corporation of Ohio, having a current mailing address of 115 Executive Parkway #400, Hudson, Ohio 44236 (“Seller”), and **ARLINGTON VALLEY FARMS, LLC**, an Ohio limited liability company, having a current mailing address of 2500 Arlington Road Cleveland Heights, Ohio 44118 (“Buyer”).

W I T N E S S E T H:

1. **PREMISES.** In consideration of the mutual promises of the parties herein contained, Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, upon the terms and conditions herein contained, the property (“Premises”), consisting of a commercial building containing approximately 65,000 square feet located on a portion of the parcel of real property known as permanent parcel number 3009423 in the records of the Summit County Auditor’s Office, containing approximately 4.75 acres of land area, and any and all appurtenant rights and interests associated therewith, situated in the City of Hudson, County of Summit and State of Ohio, and having an address for street numbering purposes of 5369 Hudson Drive, which Premises are more particularly described on Exhibit “A” attached hereto and made a part hereof. The following are subject to verification after receipt and approval of the Survey (as hereinafter defined) by Seller and Buyer and such other materials as necessary for the completion of the Lot Split (hereafter defined) by Seller: (i) the legal description of the Property as set forth on Exhibit “A”; (ii) the legal description of the Retained Parcel (hereafter defined), as set forth on Exhibit “C”; and (iii) the depiction of the Premises and Lot Split, as set forth on Exhibit “B”. Upon receipt of the Survey, the parties agree to act in good faith to work to reach final agreement on the legal descriptions for Exhibit “A”, Exhibit “B”, and Exhibit “C” prior to Closing.

2. **PURCHASE PRICE.** Buyer agrees to pay for the purchase of the Premises the sum of One Million Five Hundred Thousand AND 00/100 DOLLARS

(\$1,500,000.00) (“Purchase Price”), which Purchase Price shall be payable as follows:

- A. Commencing April 1, 2018 until September 30, 2019, Buyer shall make no Installment Payments (hereafter 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 October 1, 2019, and on the first day of each and every calendar month thereafter up to and including November 30, 2023, Buyer shall pay to Seller equal monthly installments of ten thousand and 00/100 dollars (\$10,000.00) per month (the “Installment Payments”); and
- C. The entire outstanding Purchase Price, less any Installment Payments made by Buyer to Seller, shall be due and payable on the Closing Date.

Buyer shall have the right to prepay all or any portion of the outstanding balance of the Purchase Price due hereunder at any time without premium or penalty, except that any partial prepayments shall not reduce or delay the monthly installments otherwise due hereunder. In the event Buyer prepays the entire unpaid balance of the Purchase Price and all other amounts due to Seller under this Contract, provided Buyer has otherwise complied with all of Buyer’s other obligations under this Contract, the date of such prepayment shall be deemed the Closing Date and the parties shall proceed to closing as set forth in Section 15 hereof. Buyer shall be assessed a late charge of four percent (4.00%) of any installment, which is not paid within ten (10) business days after the due date, such late charge to be payable on demand. Payments received hereunder shall be applied first to any late charges or amounts advanced by Seller but payable by Buyer, second to the balance of the Purchase Price.

3. DUE DILIGENCE: CONTINGENCY PERIOD.

- A. Buyer shall have one hundred and twenty (120) days after the Effective Date (“Contingency Period”) within which to investigate and satisfy itself, in Buyer’s sole discretion, as to legal and factual matters relating to the Premises, including, without limitation, the documents and items delivered pursuant to Subsection 3.B. hereof. If Buyer determines, in Buyer’s sole discretion, that the Premises are not suitable for Buyer’s needs or that Buyer is not satisfied in all respects with the results of Buyer’s factual and legal investigations respecting the Premises, Buyer may give written notice to Seller within three (3) business days following the last day of the Contingency Period that Buyer will not purchase the Premises and this Contract shall thereupon be cancelled. If Buyer does not deliver any written notice to Seller at or prior to the end of the Contingency Period, Buyer shall be deemed to have elected to proceed with the purchase of the Premises.

- B. In conducting its investigations of the Premises, Buyer and Buyer's employees, agents and contractors shall have the right to enter upon and fully inspect the Premises, including, but not limited to, surveys, soil borings or other tests, appraisals, engineering reports, environmental studies, and roof and structural inspections, and to make such other legal and factual investigations relating to the Premises as may be required by Buyer, all of which shall be at Buyer's sole cost and expense. Seller shall provide all information concerning the property which Buyer may reasonably request.
- C. Without limiting the foregoing Subsection 3.B., within fourteen (14) days after the Effective Date, Seller shall provide Buyer with the following documents/items or copies thereof relating to the Premises, but only insofar as such are in the possession or control of Seller:
- (i) All environmental reports and/or studies, including any chain of title for the Premises;
 - (ii) All engineering/inspection reports and/or studies;
 - (iii) All appraisals;
 - (vi) All surveys;
 - (v) A complete set of plans and specifications for any building on the Premises;
 - (vi) All ADA surveys;
 - (vii) All warranties or guaranties; and
 - (viii) All utility and tax bills for the Premises for the twenty-four (24) month period immediately preceding the Effective Date.

4. TITLE.

- A. Within thirty (30) business days after the Effective Date, Seller shall cause Escrow Agent, acting as the title underwriter for the transaction contemplated under this Contract (the "Title Company"), to furnish to Buyer a commitment (the "Commitment") for an ALTA Form Owner's Title Insurance Policy (the "Title Policy") in the amount of the Purchase Price together with copies of all documents referred to therein and the results of a so-called "special tax search". The cost of the Commitment shall be paid by Buyer.

- B. Buyer shall have thirty (30) days after receipt of the Commitment to review the status of title to the Premises and deliver in writing to Seller such objections as Buyer may have to anything contained or set forth therein. Any such item to which Buyer does not object within such period shall be deemed to be a Permitted Encumbrance (hereinafter defined). If Buyer raises any such objections to the Commitment within the time period set forth herein, Seller shall have fifteen (15) days after receipt of Buyer's objections to notify Buyer: (i) that Seller will remove or cause the Title Company to remove any such objectionable exceptions and provide Buyer with evidence reasonably satisfactory to Buyer of such removal, or provide Buyer with evidence reasonably satisfactory to Buyer that said exceptions will be removed before Closing, in either of which events, Seller may extend the Closing Date for such period as shall be required to effect such cure, but not beyond thirty (30) days; or (ii) that Seller elects not to cause such exceptions to be removed. If Seller gives Buyer notice under clause (ii) of this Subsection 4.B. or fails to timely provide the required response notice to Buyer, then Buyer shall have ten (10) business days in which to notify Seller that Buyer will proceed with the purchase and take title to the Premises subject to such exceptions, or that Buyer will terminate this Contract. If this Contract is terminated following Seller's notice under clause (ii) of this Subsection 4.B., then neither party shall have any further rights or obligations hereunder, and each party shall bear its own costs incurred hereunder. Notwithstanding anything herein to the contrary, Seller shall be required to discharge, at its sole cost and expense, at or prior to the Closing Date, all judgment liens and other liens of a liquidated amount evidencing a monetary obligation (excluding liens for real estate taxes and assessments, both general and special, not due and payable) (collectively, "Monetary Liens"), regardless of whether or not Buyer has notified Seller of Buyer's objection thereto. Failure of Buyer to object to a Monetary Lien shall in no event be deemed a waiver of Buyer's right to require Seller to remove such Monetary Lien.
- C. At Closing, Seller shall cause to be furnished to Buyer a Title Policy insuring that Buyer is the fee simple absolute owner of the Premises, showing that Seller is transferring good and marketable title to the Premises to Buyer, free and clear of all liens and encumbrances, except liens and/or encumbrances caused by Buyer, legal highways; building and zoning regulations and ordinances; this Contract; taxes and assessments, both general and special accruing after the Effective Date; restrictions, covenants, reservations, easements and conditions of record caused by Buyer or that Buyer has accepted or is deemed to have accepted in accordance with Subsection 4.B. above; and any items which would be disclosed by an accurate survey of the Premises (collectively, "Permitted Encumbrances"). The Commitment and any Title Policy shall be issued by Chicago Title Insurance Company ("Escrow Agent"). In no event shall Buyer be permitted to mortgage Buyer's interest in the Premises prior to

the Closing Date. The Title Policy will also contain: (i) affirmative assurance of title to all easements benefiting the Premises; and (ii) an endorsement deleting (or shall otherwise exclude) all of the so-called "standard printed" or "general Schedule B" exceptions.

5. SURVEY. Seller shall order a survey ("Survey") of the Premises, showing the Premises to be consistent with Exhibit "A", prepared by a registered surveyor licensed to practice in Ohio. Buyer shall have thirty (30) days after receipt of the Survey, to review the Survey and to deliver in writing to Seller such objections as Buyer may have to any boundary, encroachment or survey exceptions shown on the Survey. If Buyer raises any such objections to the Survey within the time period set forth herein, Seller shall have ten (10) days after receipt of Buyer's objections to notify Buyer: (i) that Seller will remove, satisfy or cure any boundary, encroachment or survey exceptions shown on the Survey to which Buyer objects and provide Buyer with evidence reasonably satisfactory to Buyer of such removal, or provide Buyer with evidence reasonably satisfactory to Buyer that said exceptions will be removed before the Closing Date, in either of which events, Seller may extend the Closing Date for such period as shall be required to effect such removal or cure, but not beyond thirty (30) days; or (ii) that Seller elects not to cause such boundary, encroachment or survey exceptions to be removed or cured. If Seller gives Buyer notice under clause (ii) of this Section 5 or fails to timely provide the required response notice to Buyer, then Buyer shall have ten (10) business days in which to notify Seller that Buyer will proceed with the purchase and take title to the Premises subject to such exceptions, or that Buyer will terminate this Contract. If this Contract is terminated following Seller's notice under clause (ii) of this Section 5, then neither party shall have any further rights or obligations hereunder, and each party shall bear its own costs incurred hereunder.

6. POSSESSION; CONDITION OF PROPERTY.

- A. Seller shall deliver sole and exclusive possession of the Premises to Buyer on the Effective Date, and the Escrow Agent shall cause a copy of this Contract (or a memorandum hereof) to be recorded in the official records of Summit County, Ohio. Escrow Agent shall charge Buyer with the cost of recording this Contract (or a memorandum hereof) and the cost of the Commitment and the title search.
- B. Buyer's acceptance of the Premises as of the Effective Date shall be an acknowledgement by Buyer that Buyer has carefully inspected the Premises, subject to Buyer's inspections during the Contingency Period, that neither Seller nor any one acting or claiming to act on Seller's behalf has made any representations regarding the condition thereof and that

Buyer is purchasing the same in its current “as is”, “where is” condition, subject to the Section 6 Disclosures (hereinafter defined). BUYER SHALL PURCHASE THE PREMISES IN ITS “AS IS” CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY MADE BY OR ON BEHALF OF SELLER OTHER THAN ANY REPRESENTATIONS MADE BY SELLER IN THE DISCLOSURES PROVIDED PURSUANT TO SUBSECTION 6.C. BELOW. BUYER FURTHER ACKNOWLEDGES AND REPRESENTS THAT BUYER IS NOT RELYING UPON ANY REPRESENTATIONS (OTHER THAN THE SECTION 6 DISCLOSURES) OR WARRANTIES IN PURCHASING THE PREMISES, AND THAT BUYER IS RELYING UPON BUYER'S OWN INSPECTION OF THE PREMISES IN PURCHASING THE PREMISES IN ITS “AS IS” CONDITION. BUYER SPECIFICALLY WAIVES THE RIGHT TO RELY UPON ANY REPRESENTATIONS (OTHER THAN THE SECTION 6 DISCLOSURES) MADE IN ANY STATEMENT PREPARED BY OR ON BEHALF OF SELLER AND PROVIDED TO BUYER.

- C. Seller makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is made as of the Effective Date and the Closing Date (referred to herein as the “Section 6 Disclosures”):
- (i) Seller is the owner of the Premises in fee simple and that at the Closing Date, the Premises will be free and clear of all liens, claims, easements, restrictions, conditions and encumbrances except for the Permitted Encumbrances; and
 - (ii) Seller has the full right and authority to convey the Premises to Buyer as contemplated in this Contract.
 - (iii) This Contract and the consummation of the transactions contemplated herein constitute the valid, enforceable and binding obligations of Seller. Neither the execution, delivery nor performance of this Contract (or of any instrument or document to be executed or delivered pursuant to the terms hereof) will result in the violation of any contractual obligation of Seller to any third party; nor will such execution, delivery or performance conflict with, constitute an event of default under, or result in a breach of or violation of the provisions of any agreement or other instrument to which Seller is a party or by which its properties or assets are bound, or of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental

authority, or any determination or award of any arbitrator.

- (iv) Except as contemplated by this Contract, no part of or interest in the Premises has been, or will be, conveyed, pledged or transferred to any other party. Except as may be disclosed in the Commitment, no party has any claim to the Premises by reason of any lease, option to purchase, right of first refusal, land installment contract, or other similar agreement or instrument.
- (v) To Seller's Knowledge (as defined herein) and except as set forth in any environmental reports delivered to Buyer in connection with this Contract, during Seller's period of ownership of the Premises, there has been no the Release (as defined herein) by Seller of any Hazardous Substance (as defined herein) on, under or affecting the Premises. For the purpose of this Agreement, the terms "Hazardous Substances" and "Release" shall have the same meaning as set forth the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et. Seq. For purposes of this Section 6(C)(v), the phrase "Seller's Knowledge" shall be deemed to mean and is limited to the current actual knowledge only of Jane Howington, City Manager of Seller, and not any implied, imputed or constructive knowledge of such individual or of any other employee, official, affiliate, manager, officer, or agent of Seller, and without any independent investigation or inquiry having been made or any implied duty to investigate. Furthermore, it is understood and agreed that such individual shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

7. UTILITIES. Meters for all public utilities (including water) being used on the Premises shall be ordered read as of the date upon which the second party to execute this Contract occurs, and all charges to said date shall be paid by Seller and thereafter by Buyer. Seller shall obtain any statements required by any governmental authority respecting the status of the account for any such utilities and, if required by such governmental authority, Buyer shall assume payment thereof after the Effective Date.
8. TAXES AND ASSESSMENTS. All real estate taxes and assessments, both general and special (collectively, "Taxes") shall be the responsibility of Buyer upon the later to occur of the following (the "Tax Proration Date"): (i) November 1, 2018, or (ii) the date that is thirty (30) days after

Seller's installation of water lines to the Premises in accordance with Section 24(A)(ii). Buyer shall pay all such Taxes directly to the applicable taxing authority on or prior to the date payment for such Taxes is due and shall provide Seller with proof of such payment simultaneously therewith, which proof shall, at a minimum, consist of copies of the tax bill and the instrument by which the payment is made. At the time of issuance of the bill for the Taxes that accrued during the period in which the Tax Proration Date occurs, the parties shall prorate such Taxes between themselves as of the Tax Proration Date.

9. INSURANCE. From and after the Effective Date, Buyer shall maintain (i) general liability insurance against claims for injuries to persons or property occurring in, upon or about the Premises, such insurance at all times to be in an amount not less than one million and 00/100 dollars (\$1,000,000.00) and naming Buyer and Seller as insureds and (ii) special form or "all risk" property insurance on the Premises in an amount equal to the full replacement cost thereof and naming Seller as an insured and loss payee. The insurance policies and renewals thereof shall be deposited with and held by Seller, or Seller's agent, and shall have attached thereto a clause requiring thirty (30) days' prior written notice to Seller of termination, cancellation or material modification in the risk or coverages thereby insured, and a standard waiver of subrogation endorsement, all to be in form otherwise satisfactory to Seller and providing that all payments shall be made to Seller until payment in full of the Purchase Price. Buyer shall furnish to Seller from time to time upon request, at Buyer's expense, evidence of the full replacement value of the Premises. In the event of the failure of Buyer to replace any insurance policy within thirty (30) days after receiving notice from Seller that the insurance company issuing such policy is no longer approved by Seller, Seller shall have the right to procure and substitute for any and all of the insurance policies hereinabove described such other insurance policy or policies, in such amount as Seller in its sole discretion may determine, but all at the sole cost and expense of Buyer. If the Premises or any portion thereof are damaged or destroyed by fire or other casualty after the Effective Date, then the proceeds of such insurance shall be applied as set forth in Section 11 hereof. If all or any portion of the Premises are taken by eminent domain after the Effective Date, then this Contract shall not terminate nor shall there be any abatement or reduction in the payments to be made by Buyer or in the Purchase Price. All proceeds from any such taking shall be paid to Seller and be applied against any amounts due or to become due to Seller under this Contract and the balance thereof, if any, shall be paid to Buyer. Buyer shall maintain insurance on its personal property located at the Premises.
10. ESCROW. This Contract shall serve as escrow instructions subject to the escrow agent's usual conditions of acceptance where not contrary to any of

the terms hereof. All funds (other than payments to be made directly to Seller) and documents with respect to the consummation of the transaction contemplated herein shall be timely deposited by the required party with Escrow Agent.

11. DAMAGE AND DESTRUCTION. If at any time during the term of this Contract any portion of the Premises is damaged or destroyed by fire or any other cause or casualty, whether or not insured against, such Premises shall be restored. Any insurance proceeds that are paid directly to Seller or Buyer shall be used to restore the Premises and insurance proceeds remaining after restoration shall be applied against the Purchase Price. All repairs, restorations, alternations, additions and improvements required or permitted to be made by Buyer pursuant to this Contract shall be made in conformity with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction thereof and all recommendations of insurers issuing insurance in respect of the Premises. The provisions of this Section are subject to the rights, if any, of Seller's mortgagee, if any. All payments required to be made by Buyer pursuant to this Contract shall continue to be payable in the amounts and at the times specified herein and shall not be reduced or postponed notwithstanding the fact that the damage or destruction may have rendered all or any portion of the Premises untenable.

12. POSSESSION AND USE OF THE PREMISES. Buyer shall be entitled to take occupancy of the Premises on the Effective Date and to continue in occupancy and possession thereof so long as Buyer is not in default in the performance of this Contract. During the period of Buyer's occupancy and possession hereunder, Buyer shall occupy the Premises in accordance with the following:
 - A. Buyer shall, at Buyer's expense, maintain the Premises in good condition, order and repair.
 - B. Buyer shall not remove or permit the removal from the Premises of any fixtures or improvements located thereon without Seller's consent, which consent shall not be unreasonably delayed, conditioned or withheld, provided that Buyer may replace any fixtures or improvements that are worn out or non-operational.
 - C. Buyer shall not commit or permit to be committed any waste of the Premises.
 - D. Buyer shall keep and use the Premises in compliance with all applicable rules, regulations, ordinances, codes, statutes and laws of all governmental bodies and agencies ("Government Regulations");

- E. Except for those items listed in Section 24(A)(i), Buyer shall not make any alterations or improvements to the structure, exterior walls, foundation or roof of the Premises, without Seller's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall be permitted to make alterations and improvements to the interior of the Premises, and to any exterior windows or doors, as may be reasonable or necessary in connection with Buyer's operation of the Premises, which shall be performed and constructed in a workmanlike manner.
- F. Buyer shall not grant, cause to be created or permit to exist any liens or encumbrances of any kind whatsoever against the Premises. If any such lien or encumbrance is filed or comes into existence, then Buyer shall, at Buyer's expense, cause any such lien or encumbrance to be discharged of record or bonded within thirty (30) days after the filing thereof.
- G. Buyer shall make application for water, gas, electric and/or other utility services to the Premises in the name of Buyer and shall timely pay all charges for such services supplied to the Premises from and after the First Closing.
- 13. SELLER'S RIGHT OF ENTRY. For the protection of Seller's interest in the Premises, Seller or Seller's agent is hereby authorized and empowered to enter in and upon the Premises once per calendar quarter, upon reasonable prior notice to Buyer, for the purpose of inspecting the same and ascertaining the condition thereof. Notwithstanding the foregoing, in the event of an emergency, Seller shall be permitted to enter the Premises without notice to Buyer in order to preserve or protect the Premises (as determined by Seller in its reasonable judgment), provided that Seller promptly notifies Buyer of such entry promptly thereafter.
- 14. STATEMENT OF ACCOUNT. Within thirty (30) days after the end of each calendar year during the period from the Effective Date through the Closing Date, or upon request by Buyer (but not more often than twice in any calendar year), Seller shall furnish a statement to Buyer showing the amount of Buyer's payments made hereunder that have been credited to principal and interest hereunder and the balance due from Buyer hereunder.

15. TRANSFER OF TITLE.

- A. At Closing, provided that Buyer has complied with all of its obligations under this Contract, Seller shall convey the Premises to Buyer (or to any party that Buyer may nominate to take title) by limited warranty deed (the "Deed") subject to the Permitted Encumbrances and otherwise free of any liens, claims, encumbrances or the like except those created by or with the consent of Buyer.
- B. Unless otherwise agreed to by the parties, the Closing Date shall be December 1, 2023. On the Closing Date Escrow Agent shall cause the Commitment to the Premises to be updated by the Title Company and (i) if and when the Title Company will issue the Title Policy, (ii) Escrow Agent has received all funds and documents required to be deposited hereunder and (iii) all of the terms and conditions of this Contract have been satisfied or waived as provided herein, then Escrow Agent shall cause the Deed to be filed for record and the funds disbursed in accordance with this Contract.
- C. With respect to the Closing, Escrow Agent shall charge the parties as follows:
 - (i) Buyer shall pay: (1) the costs of recording the Deed, (2) the cost of the Title Policy issued to Buyer, (3) the cost of the Survey, if applicable, and (4) one-half (1/2) of the escrow fee.
 - (ii) Seller shall pay: (1) the transfer taxes (if any), (2) the cost of the title search and title insurance binder, (3) the cost of preparing the Deed, (4) the cost of recording any corrective instruments, (5) one-half (1/2) of the escrow fee, and (6) the costs of the Lot Split.
- D. As of the Closing Date, the Section 6 Disclosures shall be considered remade by Seller.

16. DEFAULT.

- A. If Buyer fails to pay any sum required to be paid by Buyer under this Contract and such failure continues for more than ten (10) business days, or if Buyer fails to comply with any of the other covenants or conditions of this Contract on Buyer's part to be performed (including Buyer's failure to close on the acquisition of the Premises as of the Closing Date) for a period of twenty (20) business days after notice of such failure, or if a receiver is appointed for Buyer, or if Buyer becomes bankrupt or makes an assignment for the benefit of creditors, or should any action or proceeding be filed in any court to enforce any lien on, or claim against, the Premises seeking to reach the interest of Buyer, then, in addition to any remedy

which Seller may have, whether pursuant to this Contract, at law, in equity or otherwise, Seller may serve notice on Buyer that Buyer is in default and, unless Buyer cures the default within ten (10) days after the completed service of such notice on Buyer, this Contract shall be deemed terminated and Buyer's rights and interests hereunder shall be forfeited, whereupon Buyer shall vacate the Premises and Seller shall be immediately entitled to: (i) fifty thousand and 00/100 dollars (\$50,000.00), which Seller shall accept as adequate and sufficient liquidated damages for Buyer's breach of this Contract, and (ii) all Installment Payments received by Seller through the date this Contract is terminated as reasonable rental for the period that Buyer occupied the Premises; and (iii) an amount equal to any Taxes that have accrued but are not yet due and payable, prorated through the day Buyer vacates the Premises, which liability shall survive the termination of this Contract.

- B. If Seller fails to perform any of Seller's obligations under this Contract and such failure continues for a period of twenty (20) business days after notice from Buyer, then Buyer may pursue any remedy available to Buyer under applicable law.
17. SELLER'S RIGHT TO CURE. In the event Buyer fails to perform any of Buyer's obligations as and when required under this Contract, Seller may, but is not obligated to, perform such obligations of Buyer, upon twenty (20) days' prior notice to Buyer. Buyer shall reimburse Seller, within fifteen (15) days after demand, for Seller's reasonable costs incurred in performing any such obligations of Buyer under this Contract, together with interest thereon at the rate of five percent (5.00%) per annum from the date of such expenditure.
18. PROHIBITION AGAINST TRANSFERS. Buyer shall not, directly or indirectly, voluntarily or involuntarily, sell, grant, convey, assign, lease, mortgage, pledge or otherwise transfer (collectively, "Transfer") all or any part of Buyer's interest in the Premises, beneficial or otherwise, or Buyer's rights under this Contract (excluding a Transfer by devise, descent or by operation of law upon the death of a joint tenant or to a related entity under direct or indirect control of Buyer, or its Members). Any attempted Transfer by Buyer will be null and void. This Section shall not, however, prevent Buyer from obtaining financing secured by Buyer's personal property located on the Premises.
19. INDEMNITY. Buyer shall indemnify, defend and save Seller harmless from and against any and all losses, damages, costs (including reasonable attorneys' fees) and liabilities arising from and after the Effective Date which are attributable or relate to Buyer's breach of this Contract, or possession of or interest in the Premises, provided that the forgoing

indemnity shall not apply to any losses, damages, costs or liabilities due to Seller's own negligence or willful misconduct. Buyer shall provide Seller with prompt written notice of any claim asserted against the Premises immediately after the same becomes known to Buyer.

20. NOTICES. Any notice, demand or other communication given pursuant to or in connection with this Contract shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when: (i) served personally, (ii) mailed by certified mail, postage prepaid, return receipt requested, (iii) sent by nationally recognized overnight courier service (e.g., Federal Express), or (iv) sent by messenger delivery (provided a receipt is given) to Buyer at the Premises and to Seller at 115 Executive Parkway #400, Hudson, Ohio 44236, or to such other address in lieu thereof as either party may designate by notice given from time to time in accordance with this Section 20. Notices delivered personally shall be deemed received when delivered to the proper party, and notices sent by certified mail or overnight courier service shall be deemed received on the first attempted delivery thereof, whether accepted or rejected.
21. ENFORCEABILITY. This Contract shall be construed and enforced in accordance with the laws of the State of Ohio. In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
22. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties hereto and the parties shall not be bound by any terms, warranties or representations, oral or written, not herein contained. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Contract may not be modified or amended in any respect, except by written agreement signed by Buyer and Seller.
23. BROKER'S COMMISSION. Each party represents that no real estate agent or broker was involved in this transaction or is entitled to any fee or commission on account thereof, except for CRESCO Real Estate, as representative of Seller, and Allegro Real Estate, as representative of Buyer, who shall both be compensated by Seller in accordance with a separate agreement.
24. MISCELLANEOUS.

- A. The parties further agree as follows:
- (i) Prior to September 1, 2018, Buyer, at its sole cost and expense, shall perform all repairs and improvements necessary to use the Premises for Buyer's intended purposes, including those not associated with Buyer's food production operations, such improvements shall include, but not be limited to:
 - a. Installation of building sprinklers as required by Code.
 - b. Repair, resurface and seal all damaged floors.
 - c. Repaint and repair any damage to exterior of building.
 - d. Install docks seals and repair docks and dock levelers.
 - e. Repair, resurface and replace roof as needed (including repairing leaks).
 - f. Repair, resurface and paint heavily damaged interior walls.
 - g. Remove and renovate non-serviceable and damaged structures within warehouse.
 - h. Repair, replace and upgrade damaged and missing warehouse lighting.
 - i. Install missing and damaged warehouse heating and air conditioning, as well as ductwork.
 - j. Remove antiquated and unnecessary building equipment and venting.
 - k. Repair and replace damaged exterior doors.
 - l. Renovate damaged roof in offices. Renovate offices as needed. Eliminate dampness and mold.
 - m. Repair and upgrade damaged and inadequate electrical.
 - n. Install plumbing to warehouse.
 - (ii) Seller shall install water lines to the Premises by no later than August 15, 2018. The exact location of the water supply lines will be determined through joint consultation between the Seller and buyer. The water supply shall provide sufficient flow and pressure to accommodate sprinklers at a commercially reasonable level within the building on the Premises.
 - (iii) Subject to weather conditions, by no later than June 1, 2018, Seller shall patch and seal all exterior parking lot and loading areas on the Premises.
 - (iv) LOT SPLIT. Within one hundred and twenty (120) days after the Effective Date, Seller shall complete a lot split (the "Lot Split") to subdivide the Premises from the larger parcel within which the Premises is located, the remainder of which shall be retained by Seller (the "Retained Parcel"). The Lot Split, Premises, and Retained Parcel are depicted on Exhibit "B". The Lot Split shall be paid for by Seller. Notwithstanding anything in this Agreement to the contrary, in the event of a breach or

default hereunder by Buyer following completion of the Lot Split, Buyer shall immediately upon demand reimburse Seller for all costs incurred by Seller in connection with the Lot Split. If Seller is unable to complete the Lot Split prior to the expiration of the Contingency Period, the parties shall cooperate to promptly complete the Lot Split thereafter.

- (v) Upon receipt of the Survey, the parties agree to act in good faith to reach final agreement on the legal descriptions for Exhibit "A", Exhibit "B", and Exhibit "C" prior to Closing.
 - (vi) If applicable, the Seller agrees to cooperate and work with Summit County, Ohio to reduce the property tax value of the Premises to the true fair market value of the Premises, as may be determined by commercially reasonable standards.
 - (vii) Upon: (a) Seller's receipt of a written summary and any other documentation reasonably requested by Seller from Buyer for improvements performed and completed at the Premises; and (b) Seller's inspection and acceptance of the same, Seller agrees to work with Seller's Council to provide any reasonably available tax abatements for Buyer's performance of such improvements.
- B. Time is of the essence under this Contract and the transaction contemplated herein.
 - C. There are no pending orders by any public agency against the Premises.
 - D. The parties may execute this Contract in multiple counterparts, each of which, when taken together, shall constitute a fully executed agreement.
 - E. The parties shall sign three (3) identical originals of this Contract and the parties shall cause one (1) executed original of this Contract (or a memorandum hereof) to be recorded with the Summit County, Ohio Recorder's Office on or before the Effective Date.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract as of the date set forth above.

Seller:

Buyer:

CITY OF HUDSON
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: Hudson City Manager Title: President
Date: May 3, 2018 Date: 5/1/18

Approved as to legal form:

Todd Hunt /MSU
R. Todd Hunt, City Solicitor

This Instrument Prepared By:

Rick L. Amburgey, Esq.
Walter | Haverfield LLP
1301 E. 9th Street, Suite 3500
Cleveland, Ohio 44114

ESCROW CONSENT AND ACKNOWLEDGEMENT

The undersigned further agrees to act as the Title Company and the Escrow Agent for the transaction described in the above Agreement as provided herein.

**CHICAGO TITLE INSURANCE
COMPANY**

By: _____
Printed Name: _____
Title: _____
Date: _____
Escrow Number: _____

EXHIBIT "A"

Premises Legal Description

[to be attached]

EXHIBIT “B”

Depiction of the Premises, Retained Parcel, and Lot Split

[attached]

THE CITY OF HUDSON

SITUATED IN THE CITY OF HUDSON, COUNTY OF SUMMIT,
& STATE OF OHIO AND KNOWN AS BEING PART OF
ORIGINAL HUDSON TOWNSHIP LOTS 4 & 5

ACCEPTANCE
We, The City of Hudson, a municipal corporation in Ohio and Owners of the land embraced within this plat do hereby declare this plat to be the free act and deed of Jane Howington, City Manager said undersigned and do hereby accept this Lot Split.

SIGNED IN THE PRESENCE OF:
Jane Howington, City Manager
Erin Schaal
Elizabeth Slagle

State of Ohio
County of Summit
Before me, a Notary Public in and for said County and State, personally appeared the above-named Jane Howington, City Manager, who acknowledged that they did sign the foregoing instrument, and that the same was their free act and deed individually and in such capacity, as Owners of said land.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of April, 2017.

Erin C. Schaal
Notary Public

APPROVALS
This plat is hereby approved by the City Engineer and the Assistant City Manager, of the City of Hudson this 24th day of April, 2017.

City of Hudson Engineer
Assistant City Manager
Thomas J. Sheridan, P.E., P.S.

This plat is hereby approved by the City Manager of the City of Hudson this 24th day of April, 2017.

City Manager - FRANK COMERIATO
Jane Howington

Received for transfer this _____ day of _____, 2017.

County Auditor

Received for transfer this _____ day of _____, 2017.

County Recorder

State Plane Coordinate Surface Point Control
O.D.O.T. VRS/RTK Statewide Network
(NAD 83 Ohio North 2011 Adjustment)

Point A = N 563,472.09, E 2,257,245.00
Point B = N 563,532.98, E 2,257,966.50

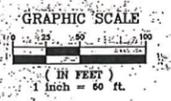
SURVEY CERTIFICATION
This plat was prepared from a field survey, analysis of recorded plats, deeds, and survey records. Bearings shown are shown to a meridian described hereon, and are intended to denote angles only. Distances shown are in feet and decimal parts thereof. All of which I certify to be correct to the best of my knowledge. Monumentation was found, set, or referenced to all property corners as noted hereon.

Bruce L. Robinson, P.S. P.S. No. 7774 04/12/2017



BR Robinson Engineering & Surveying Co., Inc.
P.O. Box 607, Aurora, OH 44202
Office: (330) 836-8487 Email: br@brrobinsone.com

JOB NO. A1858 PAGE 1 OF 1
APRIL 12, 2017

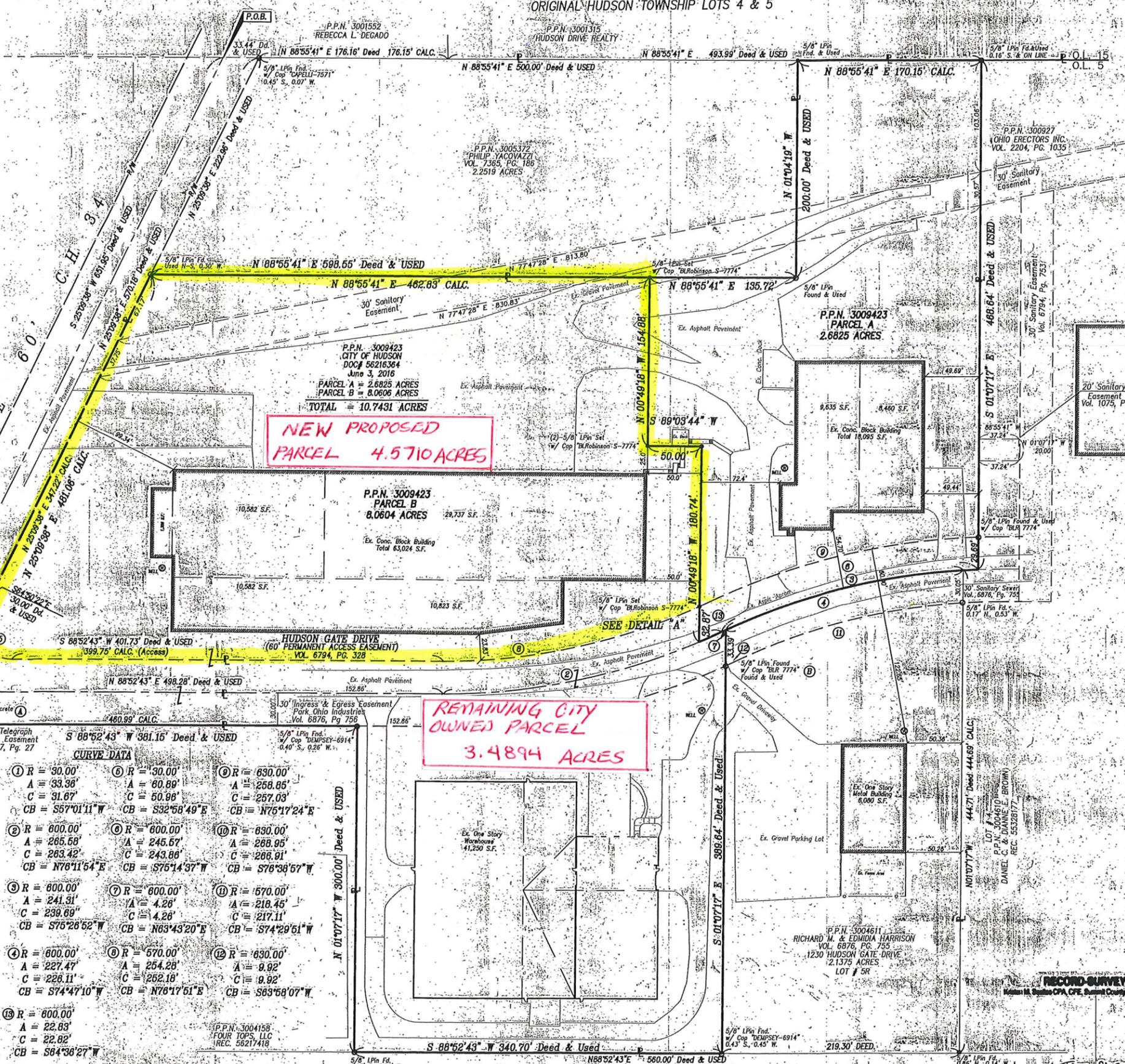


LEGEND

MONUMENT BOX	5/8" IRON PIN SET
IRON PIN OR PIPE	UTILITY POLE
PK NAIL FOUND	OLD FENCE POST
CENTERLINE	
PROPERTY LINE	
RIGHT-OF-WAY LINE	R/W
EASEMENT LINE	

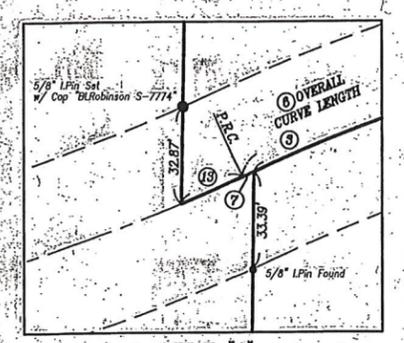
REC. MEAS. CALC.	RECORD MEASURED CALCULATED	VOL. PG.	VOLUME PAGE
ADJ. OBS.	ADJACENT OBSERVED	P.O.B.	PLACE OF BEGINNING
CNTY.	COUNTY	P.P.O.B.	PROXIMAL PLACE OF BEGINNING

BASIS OF BEARING
Basis of bearing for this survey is S 25°09'38" W as the centerline of Hudson Drive as shown in the deed conveyed to Richard M. & Edmida Harrison recorded in Volume 6876, Page 755 Summit County Deed Records. State Plane Bearing observation of Hudson was determined to be S 25°54'46" W using O.D.O.T. VRS/RTK Statewide Network (NAD 83 Ohio North 2011 Adjustment). 0°45'09" Clockwise Rotation



CURVE DATA

① R = 30.00' A = 33.36' C = 31.67' CB = S57°01'11" W	⑥ R = 30.00' A = 60.89' C = 50.98' CB = S32°58'49" E	⑩ R = 630.00' A = 258.85' C = 257.03' CB = N76°17'24" E
② R = 800.00' A = 265.58' C = 263.42' CB = N76°11'54" E	⑦ R = 800.00' A = 245.57' C = 243.86' CB = S75°14'37" W	⑪ R = 630.00' A = 268.95' C = 266.91' CB = S76°38'57" W
③ R = 800.00' A = 241.31' C = 239.69' CB = S75°26'52" W	⑧ R = 800.00' A = 4.28' C = 4.28' CB = N63°43'20" E	⑫ R = 630.00' A = 218.45' C = 217.11' CB = S74°29'51" W
④ R = 800.00' A = 227.47' C = 226.11' CB = S74°47'10" W	⑨ R = 670.00' A = 254.28' C = 252.18' CB = N76°17'51" E	⑬ R = 630.00' A = 9.92' C = 9.92' CB = S83°58'07" W
⑮ R = 800.00' A = 22.83' C = 22.82' CB = S84°36'27" W		



Tom Sheridan 330-542-1770

P.P.N. 3006937
ALICE M. CANIGLIA, TRUSTEE
VOL. 247, PG. 697

P.P.N. 3004153
FOUR TOPS, LLC
REC. 56217418

P.P.N. 3004610
DANIEL C. & DIANNE E. BROWN
REC. 55328177

P.P.N. 3004611
RICHARD M. & EDMIDA HARRISON
VOL. 6876, PG. 755
1230 HUDSON GATE DRIVE
2.1375 ACRES
LOT # 5R

P.P.N. 3009423
CITY OF HUDSON
DOC# 56216364
June 3, 2016
PARCEL A = 2.6825 ACRES
PARCEL B = 8.0606 ACRES
TOTAL = 10.7431 ACRES

P.P.N. 3009423
PARCEL A
2.6825 ACRES

REMAINING CITY OWNED PARCEL
3.4894 ACRES

NEW PROPOSED PARCEL
4.5710 ACRES

EXHIBIT "C"

Retained Parcel Legal Description

[to be attached]