



# Signature Addendum

## Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We/I authorize Title Professionals Group, Ltd to cause the funds to be disbursed in accordance with this statement.

Sure Fire Group, LLC, an Ohio Limited Liability Company

By:  dotloop verified  
08/18/23 2:01 PM EDT  
GU2X-GCSA-DLN9-VWAA

800 Redfox LLC, Managing Member, John M. Brace, Jr., Trustee of the 700 Red Date  
Sox Irrevocable Dynasty Trust dated December 28, 2012

By:  dotloop verified  
08/18/23 2:01 PM EDT  
4UJ-HJSR-5T2G-MKQK

North Star Holdings II LLC, Managing Member, By: John M. Brace, Jr., Sole Date  
Member



Settlement Agent

Date

# Sure Fire Group LLC

## Profit and Loss

January - December 2024

	TOTAL
<b>Income</b>	
Sales	954,257.79
Unapplied Cash Payment Income	-125.00
<b>Total Income</b>	<b>\$954,132.79</b>
<b>GROSS PROFIT</b>	<b>\$954,132.79</b>
<b>Expenses</b>	
Advertising/Promotional	2,885.00
Business Expenses	119,026.58
Bank fees & service charges	39.00
Contract Labor	1,400.00
Office expenses	746.70
<b>Total Business Expenses</b>	<b>121,212.28</b>
Insurance	188,381.06
Legal & Professional Fees	10,227.65
Payroll expenses	1,300.00
BWC	3,395.66
Taxes-payroll	34,050.69
Wages	128,743.54
<b>Total Payroll expenses</b>	<b>167,489.89</b>
Property Tax	140,832.00
Repairs and Maintenance	58,896.78
Auto Repair & Expenses	676.37
Lawn Care	27,029.86
<b>Total Repairs and Maintenance</b>	<b>86,603.01</b>
Utilities	12,562.65
Aqua Fire	34,230.22
Aqua Water	13,494.16
Electric	147,229.34
Gas	36,741.96
<b>Total Utilities</b>	<b>244,258.33</b>
<b>Total Expenses</b>	<b>\$961,889.22</b>
<b>NET OPERATING INCOME</b>	<b>\$ -7,756.43</b>
Other Income	
Other Income	25,908.74
<b>Total Other Income</b>	<b>25,908.74</b>
<b>NET OTHER INCOME</b>	<b>\$25,908.74</b>
<b>NET INCOME</b>	<b>\$18,152.31</b>

# Sure Fire Group LLC

## Profit and Loss

January - December 2023

	TOTAL
Income	351,912.11
Sales	0.00
Unapplied Cash Payment Income	\$351,912.11
<b>Total Income</b>	<b>\$351,912.11</b>
<b>GROSS PROFIT</b>	
Expenses	3,672.00
Business Expenses	33.00
Bank fees & service charges	3,315.00
Contract Labor	402.18
Office expenses	7,422.18
<b>Total Business Expenses</b>	<b>65,730.93</b>
Insurance	4,034.00
Legal & Professional Fees	
Payroll expenses	
BWC	1,303.62
Taxes-payroll	5,093.23
Wages	52,875.45
<b>Total Payroll expenses</b>	<b>59,272.30</b>
Repairs and Maintenance	48,115.53
Repair & Maintenance (deleted)	18,148.60
<b>Total Repairs and Maintenance</b>	<b>66,264.13</b>
Unapplied Cash Bill Payment Expense	0.00
Utilities	694.90
Aqua Fire	8,190.46
Aqua Water	4,080.35
Electric	60,812.35
Gas	4,268.82
Trash Removal	4,038.15
<b>Total Utilities</b>	<b>82,085.03</b>
<b>Total Expenses</b>	<b>\$284,808.57</b>
<b>NET OPERATING INCOME</b>	<b>\$67,103.54</b>
Other Expenses	
Depreciation	21,862.55
<b>Total Other Expenses</b>	<b>\$21,862.55</b>
<b>NET OTHER INCOME</b>	<b>\$ -21,862.55</b>
<b>NET INCOME</b>	<b>\$45,240.99</b>

**PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (this "Agreement"), effective as of May 12, 2023 (the "Effective Date") is made by and between ASHTABULA MALL REALTY HOLDING LLC, an Ohio limited liability company ("Seller"), and APKR INVESTMENTS, LLC, an Ohio limited liability company, and its permitted assigns ("Buyer"). The Effective Date of this Agreement shall be the date on which this Agreement is executed by both Seller and Buyer.

RECITALS

Seller is the owner of certain real property known as Ashtabula Town Square in Ashtabula, Ohio, which consists of: (i) the real property described on Exhibit A attached hereto (the "Land"); (ii) Seller's interest in all improvements located on the Land (collectively, the "Improvements"); and (iii) Seller's interest in all leases set forth on the rent roll attached hereto as Exhibit B (collectively, the "Leases") with respect to the tenants thereof (collectively, the "Tenants"). The Land, Improvements, and Leases shall be collectively referred to herein as the "Property."



SECTION 1 - THE PROPERTY. Seller agrees to sell and Buyer agrees to purchase the Property.

\*Five Initials \_\_\_\_\_ Initials \_\_\_\_\_

SECTION 2 - PURCHASE PRICE. Buyer agrees to pay Seller, as the purchase price for the Property, the sum of Two Million, ~~Four~~ Hundred Thousand Dollars (\$2,500,000.00) (the "Purchase Price"). On or before the third (3rd) business day after the Effective Date of this Agreement, Buyer shall deposit Forty Thousand Dollars (\$40,000.00) with Escrow Agent as an earnest money deposit (the "Deposit"). Buyer shall deliver the Purchase Price, less the Deposit and the credits authorized to Buyer (including, but not limited to, the Early Closing Credit [defined below]), by wire transfer of immediately available funds, in escrow with Escrow Agent (defined below) on or before the Closing Date (defined below). The parties hereto designate Title Professionals Group, LTD., 60 N. Chestnut Street, Jefferson, Ohio 44047; Attn: Rhonda Tanner (the "Escrow Agent" or the "Title Company") as the Escrow Agent in connection with this transaction. The Deposit shall be nonrefundable except for Seller, any undisclosed leases or rentals, default or as otherwise expressly set forth herein.

SECTION 3 - CONVEYANCE.

3.1 - Deed. On the Closing Date, Seller shall convey title to the Property by limited warranty deed (the "Deed"), in substantially the form set forth on Exhibit C attached hereto, free and clear of all liens and encumbrances, except the following (collectively, the "Permitted Exceptions"): the Leases, all real estate taxes and assessments, both general and special, not yet due and payable, those other declarations, conditions, covenants, restrictions, easements, rights of way and other similar matters of record shown on the Commitment, and zoning and building ordinances.

3.2 - Assignment of Leases. On the Closing Date, Seller shall assign the Leases to Buyer pursuant to the form Assignment of Leases attached hereto as Exhibit D (the "Assignment of Leases").

SECTION 4 - DUE DILIGENCE. Commencing on the Effective Date and continuing for sixty (60) days thereafter (the "Due Diligence Period"), Seller shall permit Buyer and Buyer's representatives to enter the Property at any time for the purpose of conducting inspections and investigations reasonably required by Buyer in order to determine the suitability of the Property for Buyer's purposes (collectively, the "Inspections"). Buyer shall promptly repair any damage to the Property directly attributable to the conduct of the Inspections, and shall promptly return the Property to substantially the same condition as existed prior to the conduct thereof. If Buyer is not satisfied with the results of its Inspection, in its sole discretion,

ASSIGNMENT OF INTEREST IN PURCHASE AGREEMENT  
OF  
ASHTABULA TOWN SQUARE  
3315 North Ridge Road  
Ashtabula, Ohio 44004

By written agreement dated May 12, 2023 between Ashtabula Mall Realty Holding LLC, an Ohio limited liability company,  to sell, and APKR Investments, LLC, an Ohio limited liability company, agreed to purchase the property known as Ashtabula Town Square in Ashtabula, Ohio for the price of ~~\$2,400,000.00~~  Initials \_\_\_\_\_ Initials \_\_\_\_\_ of which \$40,000.00 was paid to Seller's

Agent, Title Professionals Group, Ltd, upon the execution of the agreement and the balance of \$2,460,000.00 Initials \_\_\_\_\_ Initials \_\_\_\_\_ ~~\$2,460,000.00~~ is payable at time of settlement, all of which more fully appears by reference to the copy of the agreement attached and marked Exhibit A and made part of this assignment.

For valuable consideration, APKR Investments, LLC, Assignor, of P. O. Box 768, Ashtabula, Ohio, assigns to SURE FIRE GROUP, LLC, an Ohio limited liability company, Assignee, of P. O. Box 768, Ashtabula, Ohio 44004, all Assignor's rights in the written agreement and the property described in the agreement.

Assignor represents to Assignee that the written agreement is now in force and has not been terminated.

  
08/18/23  
2:01 PM EDT  
dotloop verified

  
08/18/23  
2:01 PM EDT  
dotloop verified

Assignee agrees to assume and perform all Assignor's obligations to be performed under the agreement. Assignee agrees to indemnify Assignor from loss, liability, or expenses by reason of the agreement.

Assignor agrees to execute and deliver, upon request of Assignee, any instruments as may be reasonably necessary to complete the performance of the contract and vest in Sure Fire Group, LLC, the property.

The parties have signed this assignment on this day of July, 2023.

Signed and acknowledged in presence of:

  
Kenneth A. Kistev, Managing Member of APKR Investments, LLC, Assignor

This instrument was prepared by: Christopher Altier, Esq.

DATED:

Ashtabula Mall Realty Holding, LLC, an Ohio Limited Liability Company

By: Mehran Kohansieh, Authorized Representative

DATED:

Sure Fire Group, LLC, an Ohio Limited Liability Company

By: John M. Brace, Jr., authorized representative  
800 Redfox LLC, Managing Member, John M. Brace, Jr., Trustee of the 700 Red Sox Irrevocable Dynasty Trust dated December 28, 2012

By: John M. Brace, Jr., authorized representative  
North Star Holdings II LLC, Managing Member, By: John M. Brace, Jr., Sole Member

dotloop verified  
08/18/23 2:01 PM EDT  
ZSH5-VJ12-REQI-SDPT

dotloop verified  
08/18/23 2:01 PM EDT  
QF8Y-BQGD-V54Q-XAA9

**ASSIGNMENT OF INTEREST IN PURCHASE AGREEMENT  
OF  
ASHTABULA TOWN SQUARE  
3315 North Ridge Road  
Ashtabula, Ohio 44004**

By written agreement dated May 12, 2023 between **Ashtabula Mall Realty Holding LLC**, an Ohio limited liability company, agreed to sell, and **APKR Investments, LLC**, an Ohio limited liability company, agreed to purchase, the property known as: Ashtabula Town Square in Ashtabula, Ohio for the price of \$2,500,000.00, of which \$40,000.00 was paid to Seller's Agent, Title Professionals Group, Ltd, upon the execution of the agreement and the balance of \$2,460,000.00 is payable at time of settlement, all of which more fully appears by reference to the copy of the agreement attached and marked Exhibit A and made part of this assignment.

For valuable consideration, **APKR Investments, LLC**, Assignor, of P. O. Box 768, Ashtabula, Ohio, assigns to **SURE FIRE GROUP, LLC**, an Ohio limited liability company, Assignee, of P. O. Box 768, Ashtabula, Ohio 44004, all Assignor's rights in the written agreement and the property described in the agreement.

Assignor represents to Assignee that the written agreement is now in force and has not been terminated.

Assignee agrees to assume and perform all Assignor's obligations to be performed under the agreement. Assignee agrees to indemnify Assignor from loss, liability, or expenses by reason of the agreement.

Assignor agrees to execute and deliver, upon request of Assignee, any instruments as may be reasonably necessary to complete the performance of the contract and vest in Sure Fire Group, LLC, the property.

Seller agrees to \$10,000 early close fee to applied at closing.

The parties have signed this assignment on this 18 day of August, 2023.

Signed and acknowledged

—

in presence of:

**Kenneth A. Kister**, Managing Member  
of APKR Investments, LLC, Assignor

*John M. Brace, Jr. authorized representative*

dotloop verified  
08/18/23 2:01 PM EDT  
TNFT-8RBL-OULJ-8NS9

**John M. Brace, Jr.**, Purchaser



**Felix Reznick**  
Ashtabula Mall Realty Holding, LLC, Seller

*This instrument was prepared by:  
Christopher Altier, Esq.*

## ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment"), made this 18<sup>th</sup> day of July, 2023 (the "Effective Date"), by and between ASHTABULA MALL REALTY HOLDING LLC, an Ohio limited liability company ("Assignor"), and SURE FIRE GROUP, LLC, an Ohio limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to those leases set forth on Exhibit A attached hereto, as the same may have been amended (collectively, the "Leases").

WHEREAS, Assignee desires to assume Assignor's right, title and interest as lessor under the Leases.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby gives, grants, bargains, sells, conveys, transfers and sets over unto Assignee, its successors and assigns, as of the Effective Date (as hereinafter defined), all of Assignor's right, title and interest as landlord under the Leases.

2. Assumption. Assignee hereby accepts the foregoing assignment and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the Effective Date, Assignee will assume landlord's obligations under the Leases arising and accruing on and after the Effective Date as defined below, and will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of landlord under the Leases which arise and accrue on and after the Effective Date and are to be observed, performed and fulfilled by landlord therein on and after the Effective Date in the same manner and to the same extent as if Assignee were landlord named therein.

3. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement. To facilitate execution of this Amendment, the parties may execute, deliver and exchange counterparts of the signature pages by facsimile transmission or by electronic mail in "portable document format" (.PDF) or similar form, which will be valid and binding.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first set forth above.

ASSIGNOR:

**ASHTABULA MALL REALTY HOLDING  
LLC, an Ohio limited liability company**

By: 

Mehran Kohansieh, Authorized  
Representative

ASSIGNEE:

**Sure Fire Group, LLC, an Ohio Limited Liability  
Company**

By:

*John M. Brace, Jr., authorized representative*

dotloop verified  
08/18/23 2:01 PM EDT  
KGGU-MLW0-CLPJ-WXFO

**800 Redfox LLC, Managing Member, John  
M. Brace, Jr., Trustee of the 700 Red Sox  
Irrevocable Dynasty Trust dated December 28,  
2012**

By:

*John M. Brace, Jr., authorized representative*

dotloop verified  
08/18/23 2:01 PM EDT  
OC7H-CPAN-CWRY-NTDR

**North Star Holdings II LLC, Managing  
Member, By: John M. Brace, Jr., Sole Member**

Exhibit A

The Leases

<b>Unit</b>	<b>Tenant</b>
GRND6	Tractor Supply Company
460	Shoe Dept Encore
GRND2	Burger King
OP	Officemax
140	Jo-Ann Fabrics and Crafts
280	Bath & Body Works
180	Hollywood Nails
K06	Kiddie Rides
	NADG NNN CP-VRIZN (OH) LP---
OP2	Chipotle
OP3	NADG NNN CP-VRIZN (OH)---Verizon
250	Buy Sell Trade
T40	Wishing Well Coin Race
630	Community Room
200	Wildfire Dance
260	Buy Sell Trade
420	National Retail Outlet
100A	Spectrum
GRND1	Red Lobster
230	Dunham's Sports
365	EB & Company
315	Garrett's Guns & Ammo
F16	Pretzel Plus
405	Esther's Sports Card
205	Thrifty Designer
T05	Protocol
210	North Coast Electronics
220	North Coast Electronics
495A	AXI Wholesale
440	Curiosity Shoppe
680	La Casa De Frida
400	AMC Theatres
Vending	Vendomatic
480	Big Dog Bounce House
170	The City Inc.
375	Crackd
335	Cathy's Bling and Things

190  
415  
Vending1  
380  
465  
ATM  
330  
GRND4  
GRND3  
600  
290  
F12  
635  
350  
510  
300  
502  
340  
F04  
490  
OP4  
504  
500  
K70T PYLON  
395  
F14  
305  
320  
325  
360  
370  
390  
450  
455  
495B  
520  
530  
550  
605  
610  
620  
637  
640

The City Inc  
Community Room  
Pepsi Bottling Group  
Priority Vending  
Big Dog Bounce House  
Cardtronics  
Blondie's Cuts  
Abees Management's Corp  
OBC Ashtabula LLC  
Spirit Halloween  
Consecution Jiu Jitsu Academy  
Three Brothers Creamery  
Curiosity Shoppe Storage  
Schaubert Enterprises LLC  
Dance Builder LLC

University Hospital (SOLD)

650  
660  
690  
100B  
F08  
310  
F06  
501

**Total 87 Units**

TRANSFERRED  
Auditor, Ashtabula County, Ohio

AUG 23 2023



\$ 5.00

In compliance with Sec.319.202  
R.C. and Sec. (F) 319.54 R.C.  
effective January 1<sup>st</sup>, 1968

\$ 2,500,000.00



Doc ID: 006987530012 Type: G/I  
Kind: WARRANTY DEED  
Recorded: 08/23/2023 at 12:01:03 PM  
Receipt#: 2023-00005757  
Fee Amt: \$134.00 Page 1 of 12  
Ashtabula County, Ohio  
Barbara Schaab Recorder  
File# 2023-00007689

BK **802** PG **1470-1481**

LIMITED WARRANTY DEED

KNOW BY ALL THESE PRESENTS, that **ASHTABULA MALL REALTY HOLDING LLC**, an Ohio limited liability company ("**Grantor**"), who claims title by or through instrument recorded at Book 702, Page 737, and rerecorded on 05/20/2020 in Book 708, Page 1931, of the Ashtabula County Records, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GIVES, GRANTS, BARGAINS, SELLS and CONVEYS with limited warranty covenants to **SURE FIRE GROUP, LLC**, an Ohio limited liability company ("**Grantee**"), whose tax mailing address is 2024 Aetna Road, Ashtabula, Ohio 44004, the premises described on Exhibit A attached hereto (the "**Premises**").

Provided, however, that the Premises are conveyed subject to, and there are excepted from the limited warranty covenants of Grantor, all of the following: (i) those leases listed on Schedule 1 attached hereto, (ii) zoning and building ordinances, if any; (ii) liens of taxes and assessments, both general and special, not yet due and payable; (iv) any reservations, restrictions, limitations, easements and conditions of record; and (v) all matters as would be disclosed by a correct and accurate survey of the property.

[Remainder of Page Intentionally Blank]

Title Professionals Group, Ltd.

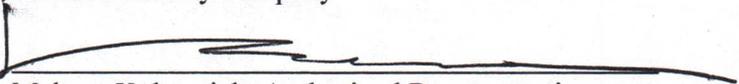
# 0231664

TITLE PROFESSIONALS GROUP LTD  
PICK UP



IN WITNESS WHEREOF, said Grantor has executed this Limited Warranty Deed this 16 day of August, 2023.

**ASHTABULA MALL REALTY HOLDING LLC**, an Ohio limited liability company

By:   
Mehran Kohansieh, Authorized Representative

State of New York     )  
  ) ss  
County of Nassau )

On the 16 day of August, 2023 before me, the undersigned, personally appeared Mehran Kohansieh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Signature and office of individual taking acknowledgment

This instrument prepared by:  
Thomas A. FitzSimmons  
Singerman, Mills, Desberg & Kauntz Co, LPA  
3333 Richmond Road, Suite 370  
Cleveland, Ohio 44122



Exhibit A

The Premises

**Sharp's Land Surveying**  
4141 State Road South, Ashtabula, OH 44004 (440) 992-5878

---

Description of a 61.870-acre parcel of land

Situated in the Township of Ashtabula, County of Ashtabula, State of Ohio, and known as being Lot No.4 Residue as shown on the plat of Ashtabula Mall Resubdivision No.1 (recorded at Volume 15, Page 39 of Ashtabula County plat records) in Lots 8 and 9 of Township 13 North, Range 3 West in Connecticut's Western Reserve, and being further bounded and described as follows:

Commencing at the intersection of the centerlines of Vineland Avenue (50') and U.S. Route 20 (width varies); thence S 59°39'17"W, along the centerline of U.S. Route 20, a distance of 54.64' to the southeast corner of Lot No.1-1 as shown on the plat of Ashtabula Mall Resubdivision No.2 (recorded at Volume 15, Page 69 of Ashtabula County plat records) and the **Principal Place of Beginning** of the parcel herein described.

Thence N 20°47'12"W, along the east line of Lot No.1-1, at 69.97' passing through a MagSpike set in the current north line of U.S. Route 20, a total distance of 268.47' to a 5/8" iron pin (capped "NCG PS") found at an angle point in said line.

Thence N 19°36'50"W, continuing along the east line of Lot No. 1-1, and along the east line of Lot #1-2 as shown on the plat of Ashtabula Mall Resubdivision No.8 (recorded at Volume 21, Page 4 of Ashtabula County plat records), a total distance of 392.46' to a 5/8" iron pin (capped "SHARP 7510") found an angle point in said line.

Thence N 14°38'53"E, continuing along the east line of Lot #1-2, and along the east line of Lot #1-2 as shown on the plat of said Ashtabula Mall Resubdivision No.8, a distance of 373.25' to a 5/8" iron pin (capped "CT CONSULTANTS") found at an angle point in said line.

Thence N 14°33'06"E, continuing along the east line of Lot #1-3, a distance of 39.81' to a magnail found at the northeast corner of Lot #1-3 (in an asphalt drive).

Thence N 60°49'47"W, along a north line of Lot #1-3, a distance of 141.12' to a 5/8" iron pin (capped "VHHA 8159") found at an angle point in said line.

Thence N 30°50'30"W, along a northeasterly line of Lot #1-3, a distance of 108.89' to a magnail found in an asphalt drive.

Thence S 59°40'50"W, continuing along a northerly line of Lot #1-3, a distance of 39.31' to a magnail found in an asphalt drive.

Thence N 30°18'25"W, continuing along a northeasterly line of Lot #1-3, a distance of 309.79' to a 5/8" iron pin found in the east line of lands conveyed to The Cleveland Electric Illuminating Company by deed recorded in Volume 307, Page 250 of Ashtabula County deed records.

Thence N 00°00'00"W, along the east line of said Illuminating Company, a distance of 569.86' to the southwest corner of Lot No.5 as shown on the plat of the Ashtabula Mall Subdivision (recorded at Volume 14, Page 96 of Ashtabula County plat records); said corner being referenced by a railroad spike found S 59°38'43"W a distance of 0.40'.

---

Description of a 61.870-acre parcel of land (continued)

Thence N 59°38'43"E, along the south line of Lot No.5, at 1549.58' passing through an iron pin set, a total distance of 1903.89' to and angle point in said line; said point falling within a pond.

Thence N 30°21'17"W, along an east line of said Lot 5, a distance of 187.29' to an angle point in said line; said point falling within a pond.

Thence N 00°13'05"W, continuing along the east line of Lot No.5, a distance of 389.98' to a 5/8" iron pin (capped "D I Z") found at an angle point in said line.

Thence N 89°46'55"E, along a south line of Lot No.5, at 515.03' passing through an iron pin set, a total distance of 552.45' to a point in the west line of lands conveyed to NEO Development Corp. by deed recorded in Volume 505, Page 2597 of the Ashtabula County Recorder's Official Records (hereinafter "OR"); said point falling within Fields Brook.

Thence S 00°13'05"E, along the west line of said NEO Development Corp. (roughly along the centerline of Fields Brook) and along the west line of lands conveyed to Wal-Mart Real Estate Business Trust by deed recorded in Volume 271, Page 1309 OR, a distance of 1581.16' to the northeast corner of Lot No. 3-2 as shown on the plat of Ashtabula Mall Resubdivision No.1 (recorded at Volume 15, Page 39 of Ashtabula County plat records); said corner falling within Fields Brook and being referenced by an iron pin set S 28°35'08"W a distance of 45.00'.

Thence S 28°35'08"W, along a northwesterly line of Lot No.3-2, at 45.00' passing through said iron pin set, a total distance of 234.89' to a 5/8" iron pin (capped "CT CONSULTANTS") found at an angle point in said line.

Thence S 59°38'43"W, along a north line of said Lot No.3-2, a distance of 25.35' to a 5/8" iron pin (capped "VHHA 8159") found in the southeast corner of Lot No.4-2 as shown on the plat of Ashtabula Mall Resubdivision No.1.

Thence N 30°22'26"W, along the east line of said Lot No.4-2, a distance of 197.96' to a magnail found (in asphalt pavement) at a northeast corner of Lot No.4-2.

Thence S 59°38'18"W, along a north line of Lot No.4-2, a distance of 31.02' to a magnail found (in asphalt pavement) at an inside corner of said Lot No.4-2.

Thence N 30°19'54"W, along an east line of Lot No.4-2, a distance of 178.97' to a magnail found (in asphalt pavement) at the northeast corner of said Lot No.4-2.

Thence S 59°25'32"W, along a north line of Lot No.4-2, a distance of 27.66' to a magnail found (in asphalt pavement) at a southeast corner of Lot #4-5 as shown on the plat of Ashtabula Mall Resubdivision No.10 (recorded at Volume 21, Page 44 of Ashtabula County plat records).

Thence N 13°19'27"E, along a southeasterly line of Lot #4-5, a distance of 27.56' to a magnail found (in asphalt pavement) at an angle point in said line.

Thence N 27°57'33"E, continuing along a southeasterly line of Lot #4-5, a distance of 28.06' to a magnail found (in asphalt pavement), at the southwest corner of Lot #4-4 as shown on the plat of said Ashtabula Mall Resubdivision No.10.

---

Description of a 61.870-acre parcel of land (continued)

Thence easterly, northerly, westerly, southwesterly, and westerly, along the south, east, north, northwesterly, and north lines of said Lot #4-4, by the following ten courses, each beginning and ending at magnails found in asphalt pavement:

Thence N 28°39'47"E a distance of 6.54'.  
Thence N 48°08'35"E a distance of 34.52'.  
Thence N 59°50'56"E a distance of 245.60'.  
Thence N 30°02'55"W a distance of 324.17'.  
Thence S 60°43'25"W a distance of 170.00'.  
Thence S 31°03'24"E a distance of 11.26'.  
Thence S 13°35'11"E a distance of 17.62'.  
Thence S 35°57'14"W a distance of 17.78'.  
Thence S 59°35'58"W a distance of 130.34'.  
Thence S 59°34'32"W a distance of 66.93'.

Thence S 15°05'20"W along a northwesterly line of Lot #4-4, a distance of 16.73' to a magnail found in the north face of a brick building on Lot #4-4.

Thence S 30°22'00"E, along the west face of a common wall and a southerly prolongation thereof, and the west line of Lot #4-4, a distance of 324.17' to a magnail found (in asphalt pavement) in the north line of the aforementioned Lot No. 4-2 as shown on the plat for Ashtabula Mall Resubdivision No.1.

Thence S 60°38'50"W, along the north line of said Lot No. 4-2, a distance of 6.75' to a magnail found (in asphalt pavement) at the southeast corner of Lot No. 4-1 as shown on the plat of Ashtabula Mall Resubdivision No.1.

Thence N 30°22'00"W, along the east line of Lot No. 4-1, and along the east face of an existing wall, and a southerly prolongation thereof, a distance of 140.50' to the northeast corner of said wall at the northeast corner of said Lot No. 4-1.

Thence S 59°38'48"W, along a north face of an existing wall, along the north line of Lot No. 4-1, a distance of 375.63' to the northwest corner of said wall and the northwest corner of Lot No. 4-1.

Thence S 30°21'37"E, along the west face of an existing wall, along the west line of Lot No. 4-1, a distance of 115.50' to a point.

Thence S 59°35'18"W, along a north line of Lot No. 4-1, a distance of 19.96' to a drill hole found (in a concrete pad) at a northwest corner of said Lot No. 4-1.

Thence S 30°14'35"E, along a west line of Lot No. 4-1, a distance of 19.95' to a 5/8" iron pin found at an inside corner of said Lot No. 4-1.

Thence S 59°35'18"W, along a north line of Lot No. 4-1, a distance of 50.97' to a magnail found (in asphalt pavement) at a northwest corner of Lot No. 4-1.

Thence S 30°18'18"E, along a west line of Lot No. 4-1 and a west line of Lot No. 4-2 as shown on the plat of Ashtabula Mall Resubdivision No.1, a distance of 90.99' to a magnail found (in asphalt pavement) at an inside corner of said Lot No. 4-2.

---

Description of a 61.870-acre parcel of land (continued)

Thence S 59°39'28"W, along a north line of Lot No. 4-2 a distance of 117.54' to a magnail found (in asphalt pavement) at a northwest corner of said Lot No. 4-2.

Thence S 30°22'28"E, along the west line of Lot No. 4-2, a distance of 254.97' to a magnail found (in asphalt pavement) at an inside corner of said Lot No. 4-2.

Thence S 59°40'34"W, along a north line of Lot No. 4-2, a distance of 45.07' to a magnail found (in asphalt pavement) at a northwest corner of said Lot No. 4-2.

Thence S 30°21'57"E, along a west line of Lot No. 4-2, a distance of 36.05' to a magnail found (in asphalt pavement) at the northeast corner of Lot No. 2-5 as shown on the plat of Ashtabula Mall Resubdivision No.4 (recorded at Volume 15, Page 105 of Ashtabula County plat records).

Thence S 59°38'43"W, along the north line of said Lot No. 2-5, the north line of Lot #2-8 as shown on the plat of Ashtabula Mall Resubdivision No.9 (recorded at Volume 21, Page 9 of Ashtabula County plat records), and the north line of Lot No. 2-6 as shown on the plat of Ashtabula Mall Resubdivision No.4 (recorded at Volume 15, Page 105 of Ashtabula County plat records), a total distance of 811.54' to a 5/8" iron pin (capped "CT CONSULTANTS") found at an angle point in said line.

Thence N 78°49'52"W, continuing along the north line of Lot No. 2-6, a distance of 193.19' to a 5/8" iron pin (capped "CT CONSULTANTS") found at the northwest corner of Lot No. 2-6.

Thence S 14°38'29"W, along the west line of Lot No. 2-6, a distance of 295.01' to a 5/8" iron pin (capped "CT CONSULTANTS") found at an angle point in said line.

Thence S 03°15'03"W, continuing along the west line of Lot No. 2-6, a distance of 55.57' to a 5/8" iron pin (capped "CT CONSULTANTS") found at an angle point in said line.

Thence S 25°10'03"E, continuing along the west line of Lot No. 2-6 and the west line of Lot No. 2-3 Residual, as shown on the plat of Ashtabula Mall Resubdivision No.5 (recorded at Volume 16, Page 35 of Ashtabula County plat records), a total distance of 105.70' to the northeast corner of Lot No. 4-3 as shown on the plat of Ashtabula Mall Resubdivision No.5; said point falling in the face of a concrete curb.

Thence, southwesterly along the northwesterly line of said Lot No. 4-3, along the face of said curb, on a curve to the left having a Central Angle of 85°37'03", a Radius of 27.45', a Chord Distance of 37.31' Bearing S 22°07'16"W, an Arc Distance of 41.02' to a point of tangency in the west line of said Lot No. 4-3.

Thence S 20°41'15"E, along the face of said curb, along the west line of Lot No.4-3, a distance of 395.30' to a point at the beginning of a curve to the left.

Thence southeasterly, along the face of said curb and along the southwesterly line of Lot No. 4-3, on a curve to the left having a Central Angle of 68°46'01", a Radius of 44.44', a Chord Distance of 50.19' Bearing S 55°04'16"E, an Arc Distance of 53.34' to a point in the original north line of U.S. Route 20;

Thence N 59°39'17"E, along the original north line of U.S. Route 20, a distance of 33.40' to a drill hole set in a concrete sidewalk, in the west line of Lot No. 7 as shown on the plat of Ashtabula Mall Resubdivision No.5.

---

Description of a 61.870-acre parcel of land (continued)

Thence S 25°10'03"E, along the west line of Lot No. 7, a distance of 43.18' to a point in the centerline of U.S. Route 20.

Thence S 59°39'17"W, along the centerline of U.S. Route 20, a distance of 147.46' to the Principal Place of Beginning. Containing 61.870 acres of land more or less, but subject to all legal highways.

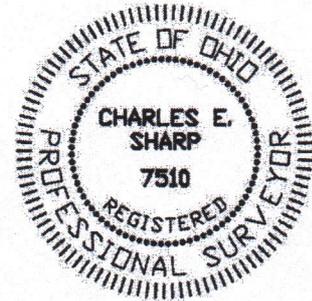
It is intended herein to describe Lot No. 4 Residue, as shown on the plat of Ashtabula Mall Resubdivision No.1, conveyed to Ashtabula Mall Realty Holding, LLC, as part of Exhibit A, by deed recorded in Volume 708, Page 1931 OR, pursuant to a survey of same in August 2023 by Charles E. Sharp, Ohio Professional Surveyor #7510, Ashtabula, Ohio. All iron pins set (5/8" rebar, 30" in length) are identified by a plastic cap bearing the imprint "SHARP 7510".

Due North and South (N 00°00'00"E) was used on the west line of the subject parcel, as shown on the plat of the Ashtabula Mall Subdivision (recorded at Volume 14, Page 96 of Ashtabula County plat records, and is the basis for the bearings described herein.

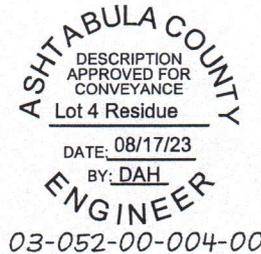


08/14/2023

*Charles E. Sharp*



Permanent Parcel Numbers:



## EXHIBIT "A"

Situated in the Township of Ashtabula, County of Ashtabula, State of Ohio, also being part of Lot 9, Erie Tract, and a part of Lot 2 in Ashtabula Township, and being comprised of the following lots:

Tract One:

Being Lot 2-3 (residue) as listed in Ashtabula Mall Resubdivision No. 5, Plat Book 16, Page 35, and more particularly described as follows:

Parcel "2-3 Residue":

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, Range 3, Township 13 of the Connecticut Western Reserve and being Lot Number 2-3 Residue, of the Ashtabula Mall Resubdivision Number 5, Plat Book 16, Page 35, a Parcel of Land bounded and described as follows:

Commencing at the intersection of North Ridge Road (R/W varies) and Ridgewood Avenue;

Thence along the centerline of North Ridge Road, S 59°40'26" W, a distance of 244.87 feet to a point;

Thence, N 30°19'34" W, a distance of 43.00 feet to a Drill Hole Set and the principal point of beginning;

Thence from the principal point of beginning, along the Right-of-Way of said road, S 59°40'26" W, a distance of 476.43 feet to a Drill Hole Set, marking the Southeast corner of a parcel of land previously conveyed to ARC Arabloh001 LLC, as recorded in Volume 507, Page 1981 of the Ashtabula County Deed Records, being Lot Number 2-2;

Thence along the east line of said Lot 2-2, N 30°20'14" W, a distance of 190.10 feet to a 5/8 inch Capped Rebar Set, at the northeast corner of said lot, and passing a rebar found at 4.00 feet;

Thence along the north line of said Lot 2-2, S 59°39'46" W, a distance of 220.00 feet to a 5/8 inch Capped Rebar Set, marking the Northwest corner of said lot and on the east line of a parcel of land previously conveyed to Edgewood Church of the Nazarene, as recorded in Volume 637, Page 23 of the Ashtabula County Deed Records;

Thence along the east line of said Edgewood parcel, N 25°10'10" W, a distance of 199.09 feet to a 5/8 inch Capped Rebar Set;

Thence along the north line of said Edgewood parcel, S 64°55'48" W, a distance of 208.15 feet to a Drill Hole Set, marking the Southeast corner of a Parcel of land previously conveyed to Red Lobster Hospitality LLC, as recorded in Volume 572, Page 2554 of the Ashtabula County Deed Records, being Lot Number 2-3-1;

Thence along the east line of said Red Lobster parcel, N 25°10'10" W, a distance of 39.38 feet to a Mag Nail Set at the Northeast corner of said Lot;

Thence along the north line of said Red Lobster parcel, S 64°55'48" W, a distance of 123.49 feet to a Drill Hole Set, on the east line of a parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being Lot 4 (Residue);

Thence along the east line of said Lot 4, N 25°10'10" W, a distance of 30.00 feet to a Mag Nail Set, marking the Southwest corner of a parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being Lot Number 2-6;

Thence along the following courses of Lot Number 2-6:

N 64°55'48" E, a distance of 357.55 feet to a 5/8 inch Capped Rebar Set;  
N 59°39'46" E, a distance of 166.44 feet to a Mag Nail Set;  
N 30°20'14" W, a distance of 235.00 feet to a 5/8 inch Rebar found marking the Northwest corner of Lot Number 2-3 Residue, of the Ashtabula Mall Resubdivision Number 5;

Thence along the north line of said Lot 2-3 Residue and the south line of Lot 4 Residue, N 59°39'46" E, a distance of 430.00 feet to a Mag Nail Set, marking the Northwest corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being Lot Number 2-5;

Thence along the following courses of Lot Number 2-5:

S 30°20'14" E, a distance of 226.00 feet to a Drill Hole found;  
N 44°39'46" E, a distance of 88.87 feet to a 5/8 inch Rebar found;  
N 59°39'46" E, a distance of 124.16 feet to a Mag Nail Set;  
N 14°39'46" E, a distance of 56.57 feet to a 5/8 inch Capped Rebar found at the Southeast corner of said Lot 2-5 and on the west line of Lot 4 Residue;

Thence along the east line of said Lot 2-3 Residue, and the west line of Lot 4 Residue, S 30°20'14" E, a distance of 110.00 feet to a 5/8 inch Capped Rebar Set, marking the Northeast corner of a Parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being Lot Number 2-4;

Thence along the following courses of Lot Number 2-4:

N 75°20'14" W, a distance of 56.57 feet to a Mag Nail Set;  
S 59°39'46" W, a distance of 120.21 feet to a Mag Nail Set;  
S 44°39'46" W, a distance of 28.97 feet to a Mag Nail Set;  
S 14°39'56" W, a distance of 44.97 feet to a 5/8 inch Capped Rebar Set;

S 30°20'14" E, a distance of 227.70 feet to a 5/8 inch Capped Rebar Set;  
N 59°39'46" E, a distance of 20.00 feet to a 5/8 inch Capped Rebar Set, marking the Northwest corner of a Parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 73 7 of the Ashtabula County Deed Records, being Lot Number 2-1;

Thence along the west line of said Lot 2-1, S 30°20'14" E, a distance of 190.20 feet to the principal point of beginning;

Containing 9.066 Acres of land, more or less of which 0.055 Acres lie in the Highway Easement of North Ridge Road (R/W Varies), all being subject to any prior easements of record or otherwise.

Bearings are based on prior surveys and Deeds of Record for the purpose of description only. Distances referenced are ground distances.

Where described above, all 5/8" Capped Rebar Set are 30 inches in length, with an orange plastic cap stamped 'VHHA #8159' placed on top.

The purpose of the survey is to perform a Boundary Survey Retracement of an existing parcel of land, Parcel #030520000200, in the name of Ashtabula Mall Realty Holding, as recorded in Plat Book 16, Page 35 of the Ashtabula County Deed Records.

This description was prepared in accordance with a recent Field Survey prepared by Daniel R. Stone, Registered Surveyor #8159 3200 N. Main Street, Findlay, Ohio, 45840, dated May 5, 2020 and filed at the Ashtabula County Auditor's Office.

Excepting and Reserving Lot #2-8 in Plat Book 21, Page 9 of Ashtabula County Records.  
Excepting and Reserving Lot #2-7 Plat Book 21, Page 9 of Ashtabula County Records.

Tract Two:

Being Lot 2-4-1 as listed in Ashtabula Mall Resubdivision No. 7, Plat Book 16, Page 26.

Tract Three:

Being Lot 2-6 as listed in Ashtabula Mall Resubdivision No. 4, Plat Book 15, Page 105.

Tract Four:

Being Lot 3-1-1 as listed in Ashtabula Mail Resubdivision No. 3, Plat Book 15, Page 73.

Tract Five:

Being Lot 3-2 as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39.

Tract Six:

Being Lot 4 (residue) as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39, and more particularly described as follows:

SURVEY UPDATE REQUIRED  
FOR NEXT TRANSFER

2-3 Residue, 2 exceptions

03-052-00-002-00

DATE: 08/17/23  
BY: DAH  
ASHTABULA COUNTY ENGINEER

Parcel "4 Residue--Parcel 2"

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, Range 3, Township 13 of the Connecticut Western Reserve and being a part of Lot Number 4 Residue, of the Ashtabula Mall Subdivision, Plat Book 14, Page 96, a parcel of land bounded and described as follows:

Commencing at the intersection of North Ridge Road (R/W varies) and Ridgewood Avenue;

Thence along the centerline of North Ridge Road, S 59°40'26" W, a distance of 44.89 feet to a point;

Thence, N 30°19'34" W, a distance of 43.00 feet to a Mag Nail Set and the Principal Point of Beginning;

Thence from the Principal Point of Beginning, along the East line of said lot 2-1 and extended, N 30°20'14" W, a distance of 690.24 feet at a Mag Nail Set marking the southwest corner of Lot Number 4-2, of the Ashtabula Mall Subdivision;

Thence along the South line of said Lot Number 4-2, N 59°39'56" E, a distance of 90.00 feet to a Mag Nail Set, marking the northwest corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot 3-2;

Thence along the West line of said lot 3-2 and extended, S 30°20'14" E, a distance of 690.25 feet to a Mag Nail Set, marking the North Right-of-Way of North Ridge Road (R/W varies);

Thence along the Right-of-Way of said road, S 59°40'26" W, a distance of 90.00 feet to the Principal Point of Beginning, marking the southeast corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot 2-1;

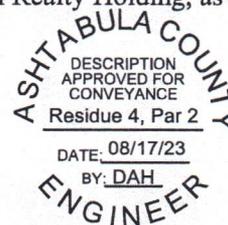
Containing 1.426 acres of land, more or less of which 0.049 acres lie in the Highway Easement of North Ridge Road (R/W varies), all being subject to any prior easements of record or otherwise.

Bearings are based on prior surveys and Deeds of Record for the purpose of description only.

Distances referenced are ground distances.

Where described above, all 5/8" Capped Rebar Set are 30 inches in length, with an orange plastic cap stamped 'VHHA #8159' placed on top.

The purpose of the survey is to perform a Boundary Survey Retracement of an existing parcel of land, Parcel #030520000400, in the name of Ashtabula Mall Realty Holding, as recorded in Plat Book 14, Page 96 of the Ashtabula County Deed Records.



This description was prepared in accordance with a recent Field Survey prepared by Daniel R. Stone, Registered Surveyor #8159, 3200 N. Main Street, Findlay, Ohio, 45840, dated May 5, 2020 and filed at the Ashtabula County Auditor's Office.

Tract Seven:

Being Lot 4-1 as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39.

Tract Eight:

Being Lot 4-2 as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39.

Tract Nine:

Being Lot 5 as listed in Ashtabula Mall Resubdivision, Plat Book 14, Page 96.

Prior Deed Reference:

Permanent Parcel Number: 03-052-00-002-00, 03-052-00-002-03, 03-052-00-002-04, 03-052-00-003-02, 03-052-00-003-11, 03-052-00-004-00, 03-052-00-004-01, 03-052-00-004-02, 03-052-00-005-00, 03-052-00-004-06

Property Address: 3201-3315 North Ridge Road East, Ashtabula, OH 44004



**BILL OF SALE AND GENERAL ASSIGNMENT**

BK **803** PG **221-222**

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Assignment") is made this 18<sup>th</sup> day of July, 2023 (the "Effective Date"), by ASHTABULA MALL REALTY HOLDING LLC, an Ohio limited liability company ("Assignor"), in favor of SURE FIRE GROUP, LLC, an Ohio limited liability company ("Assignee").

WHEREAS, Assignor and APKR Investments, LLC, Assignee's predecessor-by-assignment, entered into that certain Purchase Agreement with an effective date of May 12, 2023, as amended (the "Agreement"), relative to the purchase and sale of certain real estate located in Ashtabula, Ohio, as more particularly described in the Agreement.

WHEREAS, Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's rights, if any, in and for all furnishings, fixtures, fittings, appliances, apparatus, equipment, machinery and other items of personal property, if any, affixed or attached to, or placed or situated upon, the Property, and the following incidental rights and appurtenances relating thereto (collectively, the "Assigned Properties"):

A. All of Assignor's right, title and interest in and to all use, occupancy, building and operating permits, licenses, approvals, documents, instruments, if any, issued from time to time with respect to the Property or the Assigned Properties (collectively, the "Permits and Documents"); and

B. All of Assignor's right, title and interest in and to all existing and assignable guaranties and warranties (express or implied), if any, issued in connection with the construction, alteration and repair of the Property and/or the purchase, installation and the repair of the Assigned Properties (collectively, the "Warranties").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sets over and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest, if any, in and to the (a) Assigned Properties, (b) the Permits and Documents, and (c) the Warranties.

2. Except as provided in the Purchase Agreement, this Assignment is on an as-is where-is basis, without representation or warranty of any kind. Assignor neither represents or warrants that any of the Assigned Properties or Warranties may be transferred without the need for consent by or approval of any third party. Assignee, in accepting this Assignment, acknowledges the foregoing and releases Assignor from all liability with respect to non-assignability of the Assigned Properties or Warranties.

4. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

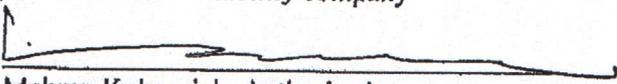
Title Professionals Group, Ltd.

# C231664

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

**ASHTABULA MALL REALTY HOLDING  
LLC**, an Ohio limited liability company

By:   
Mehran Kohansieh, Authorized  
Representative

State of New York )  
County of Nassau ) ss

On the 29 day of August, 2023 before me, the undersigned, personally appeared Mehran Kohansieh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and office of individual taking acknowledgment

DONATELLA CASTELLANO  
Notary Public - State of New York  
NO. 01CA6133221  
Qualified in Nassau County  
My Commission Expires 9.12.25



**ASSIGNMENT AND ASSUMPTION OF LEASES**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment"), made this 18<sup>th</sup> day of July, 2023 (the "Effective Date"), by and between ASHTABULA MALL REALTY HOLDING LLC, an Ohio limited liability company ("Assignor"), and SURE FIRE GROUP, LLC, an Ohio limited liability company ("Assignee").

Title Professionals Group, Ltd.

WITNESSETH:

# 231664

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to those leases set forth on Exhibit A attached hereto, as the same may have been amended (collectively, the "Leases").

WHEREAS, Assignee desires to assume Assignor's right, title and interest as lessor under the Leases.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby gives, grants, bargains, sells, conveys, transfers and sets over unto Assignee, its successors and assigns, as of the Effective Date (as hereinafter defined), all of Assignor's right, title and interest as landlord under the Leases.
2. Assumption. Assignee hereby accepts the foregoing assignment and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the Effective Date, Assignee will assume landlord's obligations under the Leases arising and accruing on and after the Effective Date as defined below, and will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of landlord under the Leases which arise and accrue on and after the Effective Date and are to be observed, performed and fulfilled by landlord therein on and after the Effective Date in the same manner and to the same extent as if Assignee were landlord named therein.
3. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
4. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement. To facilitate execution of this Amendment, the parties may execute, deliver and exchange counterparts of the signature pages by facsimile transmission or by electronic mail in "portable document format" (.PDF) or similar form, which will be valid and binding.

Receipt#: 2023-00005817  
Fee Amt: \$86.00 Page 1 of 6  
Ashtabula County, Ohio  
Barbara Schaab Recorder  
File# 2023-00007772

[Signature page follows]

BK **802** PG **1903-1908**

TITLE PROFESSIONALS GROUP LTD  
PICK UP

*Ru*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

ASHTABULA MALL REALTY HOLDING  
LLC, an Ohio limited liability company

By: \_\_\_\_\_

Mehran Kohansieh, Authorized  
Representative

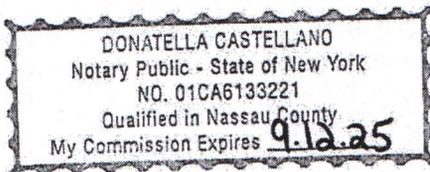
State of New York )

County of Nassau ) ss

On the 23 day of August, 2023 before me, the undersigned, personally appeared Mehran Kohansieh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Donatella Castellano

Signature and office of individual taking acknowledgment



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first set forth above.

ASSIGNEE:

Sure Fire Group, LLC, an Ohio Limited Liability Company

By: John M. Brace, Jr.  
800 Redfox LLC, Managing Member, John M. Brace, Jr., Trustee of the 700/Red Sox Irrevocable Dynasty Trust dated December 28, 2012

By: John M. Brace, Jr.  
North Star Holdings II LLC, Managing Member, By: John M. Brace, Jr., Sole Member

State of Ohio

County of Ashtabula

On the 24 day of August, 2023 before me, the undersigned, personally appeared John M. Brace, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Rhonda Tanner

Signature and office of individual taking acknowledgment

Exhibit A

The Leases

<b>Unit</b>	<b>Tenant</b>
GRND6	Tractor Supply Company
460	Shoe Dept Encore
GRND2	Burger King
OP	Officemax
140	Jo-Ann Fabrics and Crafts
280	Bath & Body Works
180	Hollywood Nails
K06	Kiddie Rides
	NADG NNN CP-VRIZN (OH) LP---
OP2	Chipotle
OP3	NADG NNN CP-VRIZN (OH)---Verizon
250	Buy Sell Trade
T40	Wishing Well Coin Race
630	Community Room
200	Wildfire Dance
260	Buy Sell Trade
420	National Retail Outlet
100A	Spectrum
GRND1	Red Lobster
230	Dunham's Sports
365	EB & Company
315	Garrett's Guns & Ammo
F16	Pretzel Plus
405	Esther's Sports Card
205	Thrifty Designer
T05	Protocol
210	North Coast Electronics
220	North Coast Electronics
495A	AXI Wholesale
440	Curiosity Shoppe
680	La Casa De Frida
400	AMC Theatres
Vending	Vendomatic
480	Big Dog Bounce House
170	The City Inc.
375	Crackd
335	Cathy's Bling and Things

190  
415  
Vending1  
380  
465  
ATM  
330  
GRND4  
GRND3  
600  
290  
F12  
635  
350  
510  
300  
502  
340  
F04  
490  
OP4  
504  
500  
K70T PYLON  
395  
F14  
305  
320  
325  
360  
370  
390  
450  
455  
495B  
520  
530  
550  
605  
610  
620  
637  
640

The City Inc  
Community Room  
Pepsi Bottling Group  
Priority Vending  
Big Dog Bounce House  
Cardtronics  
Blondie's Cuts  
Abees Management's Corp  
OBC Ashtabula LLC  
Spirit Halloween  
Consecution Jiu Jitsu Academy  
Three Brothers Creamery  
Curiosity Shoppe Storage  
Schaubert Enterprises LLC  
Dance Bulder LLC

University Hospital (SOLD)

650  
660  
690  
100B  
F08  
310  
F06  
501

**Total 87 Units**

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), effective as of May <sup>12<sup>th</sup></sup> 2023 (the "Effective Date") is made by and between ASHTABULA MALL REALTY HOLDING LLC, an Ohio limited liability company ("Seller"), and APKR INVESTMENTS, LLC, an Ohio limited liability company, and its permitted assigns ("Buyer"). The Effective Date of this Agreement shall be the date on which this Agreement is executed by both Seller and Buyer.

### RECITALS

Seller is the owner of certain real property known as Ashtabula Town Square in Ashtabula, Ohio, which consists of: (i) the real property described on Exhibit A attached hereto (the "Land"); (ii) Seller's interest in all improvements located on the Land (collectively, the "Improvements"); and (iii) Seller's interest in all leases set forth on the rent roll attached hereto as Exhibit B (collectively, the "Leases") with respect to the tenants thereof (collectively, the "Tenants"). The Land, Improvements, and Leases shall be collectively referred to herein as the "Property."

SECTION 1 - THE PROPERTY. Seller agrees to sell and Buyer agrees to purchase the Property.

SECTION 2 - PURCHASE PRICE. Buyer agrees to pay Seller, as the purchase price for the Property, the sum of Two Million, Four Hundred Thousand Dollars (\$2,500,000.00) (the "Purchase Price"). On or before the third (3rd) business day after the Effective Date of this Agreement, Buyer shall deposit Forty Thousand Dollars (\$40,000.00) with Escrow Agent as an earnest money deposit (the "Deposit"). Buyer shall deliver the Purchase Price, less the Deposit and the credits authorized to Buyer (including, but not limited to, the Early Closing Credit [defined below]), by wire transfer of immediately available funds, in escrow with Escrow Agent (defined below) on or before the Closing Date (defined below). The parties hereto designate Title Professionals Group, LTD., 60 N. Chestnut Street, Jefferson, Ohio 44047; Attn: Rhonda Tanner (the "Escrow Agent" or the "Title Company") as the Escrow Agent in connection with this transaction. The Deposit shall be nonrefundable except for Seller, any undisclosed leases or rentals, default or as otherwise expressly set forth herein.

### SECTION 3 - CONVEYANCE.

3.1 - Deed. On the Closing Date, Seller shall convey title to the Property by limited warranty deed (the "Deed"), in substantially the form set forth on Exhibit C attached hereto, free and clear of all liens and encumbrances, except the following (collectively, the "Permitted Exceptions"): the Leases, all real estate taxes and assessments, both general and special, not yet due and payable, those other declarations, conditions, covenants, restrictions, easements, rights of way and other similar matters of record shown on the Commitment, and zoning and building ordinances.

3.2 - Assignment of Leases. On the Closing Date, Seller shall assign the Leases to Buyer pursuant to the form Assignment of Leases attached hereto as Exhibit D (the "Assignment of Leases").

SECTION 4 - DUE DILIGENCE. Commencing on the Effective Date and continuing for sixty (60) days thereafter (the "Due Diligence Period"), Seller shall permit Buyer and Buyer's representatives to enter the Property at any time for the purpose of conducting inspections and investigations reasonably required by Buyer in order to determine the suitability of the Property for Buyer's purposes (collectively, the "Inspections"). Buyer shall promptly repair any damage to the Property directly attributable to the conduct of the Inspections, and shall promptly return the Property to substantially the same condition as existed prior to the conduct thereof. If Buyer is not satisfied with the results of its Inspection, in its sole discretion,

Buyer may terminate this Agreement by written notice given to Seller prior to the expiration of the Due Diligence Period, in which event Buyer shall receive a refund of the Deposit and neither of the parties hereto shall have any further rights or obligations hereunder except for obligations that expressly survive the termination of this Agreement. If Buyer fails to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have waived the contingency set forth in this Section, and elected to proceed with the purchase of the Property. Buyer hereby agrees to indemnify, defend and hold harmless Seller from and against any losses, liabilities, damages, costs or expenses incurred by Seller as a result of Buyer's exercise of the right of inspection granted under this Agreement.

#### SECTION 5 PRORATIONS AND CLOSING COSTS.

5.1 - Real Estate Taxes and Assessments. Seller shall pay any delinquent real estate taxes which are a lien on the Property at Closing. Real Estate Taxes and Assessments which are a lien on the Property but are not yet due and payable shall be prorated as of the Closing Date using the last available tax bill. Such proration shall be final.

#### 5.2 - Rents.

(a) Rent Generally. Except as set forth below, all rent and other charges payable by Tenants under the Leases and collected by Seller shall be prorated between Seller and Buyer as of the Closing Date. At Closing, if a Tenant is delinquent in any rental payment required under its Lease, then such rents shall not be prorated and, to the extent Buyer receives the rental payments from such Tenant after Closing, Buyer shall pay the delinquent amounts to Seller. Buyer shall use good faith, commercially reasonable efforts to collect such delinquent amounts, provided Buyer has no obligation hereunder to file an action to collect, or otherwise enforce the payment of, such delinquent amounts. Seller reserves the right to institute collection efforts at any time after Closing against any Tenants for any pre-Closing delinquent rents under any of the Leases provided that Seller may not seek the eviction of any such Tenants or the termination of any Leases in such collection efforts.

(b) Percentage Rents. Percentage rents, if any, collected by Seller or Buyer from any Tenant under such Tenant's Lease for the percentage rent accounting period in which the Closing occurs will be prorated between Seller and Buyer as of the Closing Date, as, if, and when received by Seller or Buyer.

5.3 - Costs to be Paid by Seller. Seller shall pay or be charged with the following costs and expenses in connection with this transaction: (1) the cost of preparation and recordation of the Deed; (2) any documentary stamp or transfer taxes on the Deed; and (3) one-half (1/2) of the escrow fee charged by Escrow Agent. (4) ½ the cost of any survey required to convey the Property (a "Survey").

5.4 - Costs to be Paid by Buyer. Buyer shall pay the following costs and expenses in connection with this transaction: (1) the cost of a title commitment, title policy, and any endorsements to the Title Policy; (2) ½ the cost of a Survey, if any; and (3) one-half (1/2) of the escrow fee charged by Escrow Agent.

#### SECTION 6 - POSSESSION AND CLOSING.

6.1 - Closing. The transaction contemplated herein shall be closed (the "Closing") on the twentieth (20<sup>th</sup>) day after the expiration or earlier waiver of the Due Diligence Period (the "Closing Date"). Notwithstanding the foregoing, Buyer may elect to close on any date earlier than the Closing Date by written notice to Seller provided at least three (3) business days prior to such elected date, in which case the Closing Date shall be deemed to be such earlier date, and in such event, Buyer shall receive a credit against the Purchase Price (the "Early Closing Credit") at Closing equal to Five Hundred Dollars (\$500.00) for each day prior to such twentieth (20<sup>th</sup>) day after the expiration of the Due Diligence Period that the Closing actually

occurs. By way of example, if the Due Diligence Period were to expire on July 11, 2023, Buyer were to have properly elected to close on July 13, 2023, and the Closing were to occur on such date, the Early Closing Credit would be \$9,000.00 (\$500.00 x 18 days).

6.2 - Seller's and Buyer's Closing Deliveries. Buyer and Seller shall, not later than one (1) day prior to the Closing Date, deliver to the Title Company all documents necessary to effect the Closing.

SECTION 7 - CONDITION OF PROPERTY. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER WILL HAVE, AS OF CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, BUYER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY BY BUYER AND THAT BUYER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE; EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

SECTION 8 - DEFAULT.

8.1 - Seller Default. In the event of a material default hereunder by Seller, Buyer may elect to either: (i) terminate this Agreement, in which event the Title Company shall refund to Buyer the entire amount of the Deposit and shall immediately release from escrow any other funds or documents therein that were deposited by Buyer; or (ii) pursue an action for specific performance against Seller. Except as set forth in the preceding sentence, in the event of a breach by Seller, Buyer shall not be entitled to, and waives all right to seek, any other remedy that may be available to Buyer, at law, in equity or otherwise, including, but not limited to, monetary damages, consequential or incidental damages, the filing of any notice of *lis pendens*, attachment, lien, or encumbrance, or the taking of any action which could impair the ability of Seller to transfer and freely deal with the Property.

8.2 - Buyer Default. In the event Buyer defaults under this Agreement or fails to consummate the transactions contemplated herein for any reason, except default by Seller or the failure of any of the conditions to Buyer's obligations set forth in this Agreement, then Seller may, as its sole remedy elect to terminate this Agreement, in which event the Deposit shall be paid to Seller (or retained by Seller, as the case may be) as liquidated damages and not as a penalty (it being understood that Seller's actual damages may be extremely difficult to calculate and the liquidated damages represent a reasonable estimate of Seller's damages) after which neither party shall have any further obligation or liability under this Agreement (except as may be otherwise expressly provided in this Agreement).

SECTION 9 - BROKERS. Seller and Buyer represent and warrant to each other that they have had no dealings with any real estate broker or agent so as to entitle such broker or agent to any commission in connection with the sale of the Property to Buyer and agree to indemnify, defend and hold each other harmless from and against any and all costs, liabilities, and damages resulting from any other claim for a commission or finder's fee resulting from the acts of the indemnifying party. The terms and provisions of

this Section shall survive the consummation of this transaction and the delivery and filing for record of the Deed.

SECTION 10 - MISCELLANEOUS.

10.1 - Interpretation. This Agreement shall be governed by the laws of the State of Ohio, without regard to rules regarding conflicts of laws. This Agreement, together with the attached exhibit(s), contains all of the terms and conditions of the agreement between the parties hereto, and any and all prior and contemporaneous oral and written agreements are merged herein.

10.2 - Assignment. Buyer may assign this Agreement without Seller's prior written consent, but upon written notice to Seller, to any individual or entity; provided that such assignee agrees in writing to assume Buyer's obligations hereunder. Notwithstanding any such assignment, Buyer shall nevertheless remain liable for all of Buyer's obligations hereunder.

10.3 - Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed given when made by personal delivery, sent by next business day delivery by a nationally recognized overnight courier, addressed as follows. Notice shall be deemed given on the next or second (whichever is applicable) business day immediately following receipt by the courier:

If to Seller: Ashtabula Mall Realty Holding, LLC  
c/o Kohan Retail Investment Group  
Attn: Mike Kohan  
1010 Northern Boulevard, Ste. 212  
Great Neck, NY 11021  
E-mail: [mikekohen@yahoo.com](mailto:mikekohen@yahoo.com)

with a copy to:

Felix Reznick  
1909 Tyler Street, Suite 403  
Hollywood, FL 33020  
Email: [freznick@4-dproperties.com](mailto:freznick@4-dproperties.com)

and

Thomas A. FitzSimmons, Esq.  
Singerman, Mills, Desberg & Kauntz Co., L.P.A.  
3333 Richmond Road, Suite 370  
Cleveland, Ohio 44122  
Email: [tfitzsimmons@smdklaw.com](mailto:tfitzsimmons@smdklaw.com)

If to Buyer: APKR INVESTMENTS, LLC  
PO Box 768  
Ashtabula, Ohio 44005  
E-mail: [kenakister@gmail.com](mailto:kenakister@gmail.com)

If to Title Company: Title Professionals Group, LTD.  
60 N. Chestnut Street  
Jefferson, Ohio 44047  
Attn: Rhonda Tanner

Email: rhonda@titleprogroup.com

10.4 - Time of the Essence. The parties agree that time is of the essence and that the failure of a party hereto to perform any act on or before the date specified herein for performance thereof shall be deemed cause for the termination hereof by the other party, without prejudice to other remedies available for default hereunder.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates specified below.

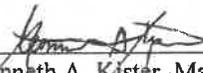
**SELLER:**

**ASHTABULA MALL REALTY HOLDING LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_  
Felix Reznick, Authorized Representative

**BUYER:**

**APKR INVESTMENTS, LLC**  
an Ohio limited liability company

By:  \_\_\_\_\_  
Kenneth A. Kister, Managing Member

**EXHIBIT A**

**The Land**

The Land referred to herein below is situated in the County of Ashtabula, State of Ohio, and is described as follows:  
SITUATE IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA, STATE OF OHIO, ALSO BEING PART OF LOT 9, ERIE TRACT, AND A PART OF LOT 2 IN ASHTABULA TOWNSHIP, AND BEING COMPRISED OF THE FOLLOWING LOTS:

BEING LOT 1 (RESIDUE) AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 2, PLAT BOOK 15, PAGE 69.  
BEING LOT 1-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 2, PLAT BOOK 15, PAGE 69.  
BEING LOT 2-1-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 7, PLAT BOOK 16, PAGE 26.  
BEING LOT 2-3 (RESIDUE) AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 5, PLAT BOOK 16, PAGE 35.  
BEING LOT 2-4-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 7, PLAT BOOK 16, PAGE 26.  
BEING LOT 2-5 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 4, PLAT BOOK 15, PAGE 105.  
BEING LOT 2-6 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 4, PLAT BOOK 15, PAGE 105.  
BEING LOT 3-1 (RESIDUE) AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 3, PLAT BOOK 15, PAGE 73.  
BEING LOT 3-1-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 3, PLAT BOOK 15, PAGE 73.  
BEING LOT 3-2 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 1, PLAT BOOK 15, PAGE 39.  
BEING LOT 4 (RESIDUE) AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 1, PLAT BOOK 15, PAGE 39,  
EXCEPT LOT 4-3 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 5, PLAT BOOK 16, PAGE 35.  
BEING LOT 4-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 1, PLAT BOOK 15, PAGE 39.  
BEING LOT 4-2 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 1, PLAT BOOK 15, PAGE 39.  
BEING LOT 5 AS LISTED IN ASHTABULA MALL RESUBDIVISION, PLAT BOOK 14, PAGE 96.

TOGETHER WITH EASEMENT RIGHTS CONTAINED IN INSTRUMENT FILED FOR RECORD DECEMBER 20, 1905 IN VOLUME 174, PAGE 367, ASHTABULA COUNTY RECORDS.

ALSO TOGETHER WITH EASEMENT RIGHTS CONTAINED IN EASEMENT AGREEMENT FILED FOR RECORD NOVEMBER 9, 1990 IN VOLUME 53, PAGE 6499, ASHTABULA COUNTY RECORDS.

ALSO TOGETHER WITH EASEMENT RIGHTS CONTAINED IN DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS, FILED FOR RECORD JULY 21, 1999 IN BOOK 114, PAGE 3341, ASHTABULA COUNTY RECORDS.

ALSO TOGETHER WITH EASEMENT RIGHTS CONTAINED IN THAT CERTAIN DEED FROM ASHTABULA MALL COMPANY, TO GMRI, INC., FILED FOR RECORD OCTOBER 1, 1996 IN VOLUME 91, PAGE 3745, ASHTABULA COUNTY RECORDS.

---

**LESS AND EXCEPT THE FOLLOWING:**

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, in Township 13 North, Range 3 West in the Connecticut Western Reserve and further being Ashtabula Mall Resubdivision

No. 9 Replat of Lot 2-3 (Residue) recorded in Volume 21, Page 9 of the Ashtabula County Plat Records, and being comprised of the following Lots:

Being Lot 2-7 as listed in Ashtabula Mall Resubdivision No 9, Volume 21, Page 9.

Being Lot 2-8 as listed in Ashtabula Mall Resubdivision No 9, Volume 21, Page 9.

The above property is further described on the following pages:

Situate in the Township of Ashtabula, County of Ashtabula, State of Ohio, also being part of Lot 9, Erle Tract, and a part of Lot 2 in Ashtabula Township, and being comprised of the following lots:

Being Lot 1 (residue) as listed in Ashtabula Mall Resubdivision No. 2, Plat Book 15, Page 69.

Being Lot 2-3 (residue) as listed in Ashtabula Mall Resubdivision No. 5, Plat Book 16, Page 35, being more particularly described as follows:

PARCEL '2-3 Residue'

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, Range 3, Township 13 of the Connecticut Western Reserve and being Lot Number 2-3 Residue, of the Ashtabula Mall Resubdivision Number 5, Plat Book 16, Page 35, a Parcel of Land bounded and described as follows:

Commencing at the intersection of North Ridge Road (R/W varies) and Ridgewood Avenue;

Thence along the centerline of North Ridge Road, South  $59^{\circ}40'26''$  West, a distance of 244.87 feet to a point;

Thence, North  $30^{\circ}19'34''$  West, a distance of 43.00 feet to a Drill Hole Set and the PRINCIPAL POINT OF BEGINNING;

Thence from the PRINCIPAL POINT OF BEGINNING, along the Right-of-Way of said road, South  $59^{\circ}40'26''$  West, a distance of 476.43 feet to a Drill Hole Set, marking the Southeast corner of a parcel of land previously conveyed to ARC Arabloh001 LLC, as recorded in Volume 507, Page 1981 of the Ashtabula County Deed Records, being lot Number 2-2;

Thence along the east line of said lot 2-2, North  $30^{\circ}20'14''$  West, a distance of 190.10 feet to a 5/8 inch Capped Rebar Set, at the northeast corner of said lot, and passing a rebar found at 4.00 feet;

Thence along the north line of said lot 2-2, South  $59^{\circ}39'46''$  West, a distance of 220.00 feet to a 5/8 inch Capped Rebar Set, marking the Northwest corner of said lot and on the east line of a parcel of land previously conveyed to Edgewood Church of the Nazarene, as recorded in Volume 637, Page 23 of the Ashtabula County Deed Records;

Thence along the east line of said Edgewood parcel, North 25°10'10" West, a distance of 199.09 feet to a 5/8 inch Capped Rebar Set;

Thence along the north line of said Edgewood parcel, South 64°55'48" West, a distance of 208.15 feet to a Drill Hole Set, marking the Southeast corner of a Parcel of land previously conveyed to Red Lobster Hospitality LLC, as recorded in Volume 572, Page 2554 of the Ashtabula County Deed Records, being Lot number 2-3-1;

Thence along the east line of said Red Lobster parcel, North 25°10'10" West, a distance of 39.38 feet to a Mag Nail Set at the Northeast corner of said Lot;

Thence along the north line of said Red Lobster parcel, South 64°55'48", West, a distance of 123.49 feet to a Drill Hole Set, on the east line of a parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot 4 (Residue);

Thence along the east line of said lot 4, North 25°10'10" West, a distance of 30.00 feet to a Mag Nail Set, marking the Southwest corner of a parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-6;

Thence along the following courses of lot Number 2-6:

North 64°55'48" East, a distance of 357.55 feet to a 5/8 inch Capped Rebar Set;

North 59°39'46" East, a distance of 166.44 feet to a Mag Nail Set;

North 30°20'14" West, a distance of 235.00 feet to a 5/8 inch Rebar found marking the Northwest corner of Lot Number 2-3 Residue, of the Ashtabula Mall Resubdivision Number 5;

Thence along the north line of said lot 2-3 Residue and the south line of Lot 4 Residue, North 59°39'46" East, a distance of 430.00 feet to a Mag Nail Set, marking the Northwest corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-5;

Thence along the following courses of lot Number 2-5;

South 30°20'14" East, a distance of 226.00 feet to a Drill Hole found;

North 44°39'46" East, a distance of 88.87 feet to a 5/8 inch Rebar found;

North 59°39'46" East, a distance of 124.16 feet to a Mag Nail Set;

North 14°39'46" East, a distance of 56.57 feet to a 5/8 inch Capped Rebar found at the Southeast corner of said lot 2-5 and on the west line of Lot 4 Residue;

Thence along the east line of said lot 2-3 Residue, and the west line of Lot 4 Residue, South 30°20'14" East, a distance of 110.00 feet to a 5/8 inch Capped Rebar Set, marking the Northeast corner of a Parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-4;

Thence along the following courses of lot Number 2-4;

North 75°20'14" West, a distance of 56.57 feet to a Mag Nail Set;  
South 59°39'46" West, a distance of 120.21 feet to a Mag Nail Set;  
South 44°39'46" West, a distance of 28.97 feet to a Mag Nail Set;  
South 14°39'56" West, a distance of 44.97 feet to a 5/8 inch Capped Rebar Set;  
South 30°20'14" East, a distance of 227.70 feet to a 5/8 inch Capped Rebar Set;  
North 59°39'46" East, a distance of 20.00 feet to a 5/8 inch Capped Rebar Set, marking the Northwest corner of a Parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-1;

Thence along the west line of said lot 2-1, South 30°20'14" East, a distance of 190.20 feet to the PRINCIPAL POINT OF BEGINNING;

Containing 9.066 Acres of land, more or less of which 0.055 acres lie in the Highway Easement of North Ridge Road (R/W varies), all being subject to any prior easements of record or otherwise.

Bearings are based on prior surveys and Deeds of Record for the purpose of description only. Distances referenced are ground distances.

Where described above, all 5/8" capped rebar set are 30 inches in length, with an orange plastic cap stamped 'VHHA #8159' placed on top.

The purpose of the survey is to perform a Boundary Survey Retracement of an existing parcel of land, Parcel #030520000200, in the name of Ashtabula Mall Realty Holding, as recorded in Plat Book 16, Page 35 of the Ashtabula County Deed Records.

This description was prepared in accordance with a recent Field Survey prepared by Daniel R. Stone, Registered Surveyor #8159, 3200 N. Main Street, Findlay, Ohio, 45840, dated May 5, 2020 and filed at the Ashtabula County Auditor's Office.

Being Lot 2-4-1 as listed in Ashtabula Mall Resubdivision No. 7, Plat Book 16, Page 26.

Being Lot 2-6 as listed in Ashtabula Mall Resubdivision No. 4, Plat Book 15, Page 105.

Being Lot 3-1-1 as listed in Ashtabula Mall Resubdivision No. 3, Plat Book 15, Page 73.

Being Lot 3-2 as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39.

Being Lot 4 (residue) as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39, except Lot 4-3 as listed in Ashtabula Mall Resubdivision No. 5, Plat Book 16, Page 35, being more particularly described as follows:

PARCEL '4 Residue--Parcel 1'

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, Range 3, Township 13 of the Connecticut Western Reserve and being a Part of Lot Number 4 Residue, of the Ashtabula Mall Subdivision, Plat Book 14, Page 96, a parcel of Land bounded and described as follows:

Commencing at the intersection of North Ridge Road (R/W varies) and Ridgewood Avenue;

Thence along the centerline of North Ridge Road, South  $59^{\circ}40'26''$  West, a distance of 44.89 feet to a point;

Thence, North  $30^{\circ}19'34''$  West, a distance of 43.00 feet to a Mag Nail Set;

Thence along the east line of said lot 2-1 and extended, North  $30^{\circ}20'14''$  West, a distance of 690.24 feet to a Mag Nail Set marking the Southwest corner of Lot Number 4-2, of the Ashtabula Mall Subdivision and the PRINCIPAL POINT OF BEGINNING;

Thence from the PRINCIPAL POINT OF BEGINNING, along the north line of said lot Number 2-5 and extended, South  $59^{\circ}39'46''$  West, a distance of 811.73 feet to a 5/8 inch Capped Rebar found, being an angle point of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-6;

Thence along the following courses of lot Number 2-6;

North  $78^{\circ}50'14''$  West, a distance of 193.20 feet to a 5/8 inch Capped Rebar found;  
South  $14^{\circ}39'46''$  West, a distance of 295.00 feet to a 5/8 inch Capped Rebar found;  
South  $03^{\circ}08'56''$  West, a distance of 55.50 feet to a 5/8 inch Capped Rebar found;  
South  $25^{\circ}10'10''$  East, a distance of 105.62 feet to a Drill Hole Set, marking the Northeast corner of a Parcel of land conveyed to Red Lobster Hospitality LLC, as recorded in Volume 572, Page 2554 of the Ashtabula County Deed Records, being lot number 4-3;

Thence along the west line of said lot 4-3, being a curve to the left in a Southwesterly direction, having a central angle of  $85^{\circ}39'00''$ , a radius of 27.44 feet, and a length of curve of 41.01 feet, the chord of said curve bearing south  $22^{\circ}06'18''$  West, a distance of 37.30 feet to a Drill Hole Set;

Thence continuing along the west line of said lot 4-3, South  $20^{\circ}43'12''$  East, a distance of 395.30 feet to a Drill Hole Set;

Thence continuing along the west line of said lot 4-3, being a curve to the left in a Southeasterly direction, having a central angle of  $68^{\circ}27'07''$ , a radius of 44.44 feet, and a length of curve of 53.09 feet, the chord of said curve bearing South  $54^{\circ}56'45''$  East, a distance of 49.99 feet to a Drill Hole Set, marking the North Right-of-Way of North Ridge Road, (R/W varies);

Thence along the North Right-Of-Way of North Ridge Road, South  $59^{\circ}40'26''$  West, a distance of 110.76 feet to a Mag Nail Set, marking the Southeast corner of a Parcel of land

conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 1-1;

Thence continuing along the east line of said lot Number 1-1, North 20°49'31" West, a distance of 224.75 feet to a Drill Hole Set,

Thence continuing along the east line of said lot Number 1-1, and the east line of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 1, North 19°35'14" West, a distance of 392.40 feet to a 5/8 inch Capped Rebar found;

Thence along the following courses of Lot Number 1;

North 14°39'46" East, a distance of 373.25 feet to a 5/8 inch Capped Rebar found;

North 78°50'14" West, a distance of 111.67 feet to a Mag Nail Set;

North 30°20'14" West, a distance of 494.57 feet to a 5/8 inch Capped Rebar found, at the north corner of said Lot 1 and on the east line of a Parcel of land conveyed to CEI Co, as recorded in Volume 557, Page 1085 of the Ashtabula County Deed Records;

Thence along the east line of said CEI property, North 00°00'00" East, a distance of 570.00 feet to a Rail Road Spike Set, marking the Southwest corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 5;

Thence along the following courses of lot Number 5;

North 59°39'46" East, a distance of 1903.89 feet to a Point located in a pond, and passing a 5/8 inch Capped Rebar found at 1554.39 feet;

North 30°20'14" West, a distance of 186.48 feet to a Point located in a pond,

North 00°12'35" West, a distance of 390.73 feet to a 5/8 inch Capped Rebar found marking the Northwest corner of Lot Number 4, of the Ashtabula Mall Subdivision;

Thence along the north line of said lot 4, North 89°47'31" East, a distance of 552.00 feet to a Point Inaccessible due to water, on the west line of a parcel of land previously conveyed to NEO Development Corp, as recorded in Volume 505, Page 2597 of the Ashtabula County Deed Records;

Thence along the west line of said NEO parcel and the west line of a Parcel of land previously conveyed to Wal-Mart Real Estate, as recorded in Volume 560, Page 1650 of the Ashtabula County Deed Records, South 00°12'35" East, a distance of 1580.95 feet to a Point Inaccessible due to water, marking the Northeast corner of a parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 3-2;

Thence along the north line of said lot Number 3-2, South 28°29'46" West, a distance of 235.01 feet to a 5/8 inch Rebar found;

Thence continuing along the north line of said lot Number 3-2, South 59°39'46" West, a distance of 25.46 feet to a 5/8 inch Capped Rebar Set, marking the southeast corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 4-2;

Thence along the following courses of lot Number 4-2;

North 30°20'14" West, a distance of 198.00 feet to a Mag Nail Set;  
South 59°39'46" West, a distance of 31.00 feet to a Mag Nail Set;  
North 30°20'14" West, a distance of 179.00 feet to a Mag Nail Set;  
South 59°39'46" West, a distance of 105.00 feet to a Mag Nail Set, marking the Southeast corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 4-1;

Thence along the following courses of lot Number 4-1;

North 30°20'14" West, a distance of 140.50 feet to a Point at the corner of building;  
South 59°39'46" West, a distance of 375.67 feet to a Point at the corner of building;  
South 30°20'14" East, a distance of 115.50 feet to a Point at the corner of wall;  
South 59°39'46" West, a distance of 20.00 feet to a Point at the corner of wall;  
South 30°20'14" East, a distance of 20.00 feet to a Point at the corner of wall;  
South 59°39'46" West, a distance of 51.00 feet to a Mag Nail Set;  
South 30°20'14" East, a distance of 91.00 feet to a Mag Nail Set, being on the west line of said lot Number 4-2;

Thence along the following courses of lot Number 4-2;

South 59°39'46" West, a distance of 117.50 feet to a Mag Nail Set;  
South 30°20'14" East, a distance of 255.00 feet to a Mag Nail Set;  
South 59°39'46" West, a distance of 45.00 feet to a Mag Nail Set;  
South 30°20'14" East, a distance of 36.00 feet to the PRINCIPAL POINT OF BEGINNING, marking the Northeast corner of a parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-5;

Containing 64.941 Acres of land, more or less of which 0.007 Acres lie in the Highway Easement of North Ridge Road (R/W varies), all being subject to any prior easements of record or otherwise.

Bearings are based on prior surveys and Deeds of Record for the purpose of description only. Distances referenced are ground distances.

Where described above, all 5/8" Capped Rebar Set are 30 inches in length, with an orange plastic cap stamped 'VHHA #8159' placed on top.

The purpose of the survey is to perform a Boundary Survey Retracement of an existing parcel of land, Parcel #030520000400, in the name of Ashtabula Mall Realty Holding, as recorded in Plat Book 14, Page 96 of the Ashtabula County Deed Records.

This description was prepared in accordance with a recent Field Survey prepared by Daniel R. Stone, Registered Surveyor #8159, 3200 N. Main Street, Findlay, Ohio, 45840, dated May 5, 2020 and filed at the Ashtabula County Auditor's Office.

PARCEL '4 Residue—Parcel 2'

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, Range 3, Township 13 of the Connecticut Western Reserve and being a part of Lot Number 4 Residue, of the Ashtabula Mall Subdivision, Plat Book 14, Page 96, a Parcel of Land bounded and described as follows:

Commencing at the intersection of North Ridge Road (R/W varies) and Ridgewood Avenue;

Thence along the centerline of North Ridge Road, South  $59^{\circ}40'26''$  West, a distance of 44.89 feet to a point;

Thence, North  $30^{\circ}19'34''$  West, a distance of 43.00 feet to a Mag Nail Set and the PRINCIPAL POINT OF BEGINNING;

Thence from the PRINCIPAL POINT OF BEGINNING, along the east line of said lot 2-1 and extended, North  $30^{\circ}20'14''$  West, a distance of 690.24 feet at a Mag Nail Set marking the Southwest corner of Lot Number 4-2, of the Ashtabula Mall Subdivision;

Thence along the south line of said Lot Number 4-2, North  $59^{\circ}39'56''$  East, a distance of 90.00 feet to a Mag Nail Set, marking the Northwest corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot 3-2;

Thence along the west line of said lot 3-2 and extended, South  $30^{\circ}20'14''$  East, a distance of 690.25 feet to a Mag Nail Set, marking the North Right-of-Way of North Ridge Road (R/W varies);

Thence along the Right-of-Way of said road, South  $59^{\circ}40'26''$  West, a distance of 90.00 feet to the PRINCIPAL POINT OF BEGINNING, marking the Southeast corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot 2-1;

Containing 1.426 Acres of land, more or less of which 0.049 Acres lie in the Highway Easement of North Ridge Road (R/W varies), all being subject to any prior easements of record or otherwise.

Bearings are based on prior surveys and Deeds of Record for the purpose of description only.

Distances referenced are ground distances.

Where described above, all 5/8" Capped Rebar Set are 30 inches in length, with an orange plastic cap stamped 'VHHA #8159' placed on top.

The purpose of the survey is to perform a Boundary Survey Retracement of an existing parcel of land, Parcel #030520000400, in the name of Ashtabula Mall Realty Holding, as recorded in Plat Book 14, Page 96 of the Ashtabula County Deed Records.

This description was prepared in accordance with a recent Field Survey prepared by Daniel R. Stone, Registered Surveyor #8159, 3200 N. Main Street, Findlay, Ohio, 45840, dated May 5, 2020 and filed at the Ashtabula County Auditor's Office.

Being Lot 4-1 as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39,

Being Lot 4-2 as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39.

Being Lot 5 as listed in Ashtabula Mall Resubdivision, Plat Book 14, Page 96.

Together with easement rights contained in instrument filed for record December 20, 1905 in Volume 174, Page 367, Ashtabula County Records.

Also together with easement rights contained in Easement Agreement filed for record November 9, 1990 in Volume 53, Page 6499, Ashtabula County Records.

Also together with Easement Rights contained in Declaration of Easements, Covenants and Conditions, filed for record July 21, 1999 in Book 114, Page 3341, Ashtabula County Records.

Also together with Easement Rights Contained in that certain deed from Ashtabula Mall Company, to GMRI, Inc., filed for record October 1, 1996 in Volume 91, Page 3745, Ashtabula County Records.

Less and except Lot Number 1 -3 In Ashtabula Mall Resubdivision No. 8.

Less and except Lot 1-1 as listed in Ashtabula Mall Resubdivision No. 2, Plat Book 15, Page 69.

Less and except Lot 2-5 as listed in Ashtabula Mall Resubdivision No. 4, Plat Book 15, Page 105.

Less and except Lot 3-1 (residue) as listed in Ashtabula Mall Resubdivision No. 3, Plat Book 15, Page 73.

Less and except Lot 2-1-1 as listed in Ashtabula Mall Resubdivision No. 7, Plat Book 16, Page 26.

Also known as all lands comprised in permanent parcel numbers:

03-052-00-002-00

03-052-00-002-03

03-052-00-002-04

03-052-00-003-02

03-052-00-003-11

03-052-00-004-00

03-052-00-004-01

03-052-00-004-02

03-052-00-005-00

**EXHIBIT B**

**The Leases**

<b>Unit</b>	<b>Tenant</b>
GRND6	Tractor Supply Company
460	Shoe Dept Encore
GRND2	Burger King
OP	Officemax
140	Jo-Ann Fabrics and Crafts
280	Bath & Body Works
180	Hollywood Nails
K06	Kiddie Rides
	NADG NNN CP-VRIZN (OH) LP---
OP2	Chipotle
OP3	NADG NNN CP-VRIZN (OH)---Verizon
250	Buy Sell Trade
T40	Wishing Well Coin Race
630	Community Room
200	Wildfire Dance
260	Buy Sell Trade
420	National Retail Outlet
100A	Spectrum
GRND1	Red Lobster
230	Dunham's Sports
365	EB & Company
315	Garrett's Guns & Ammo
F16	Pretzel Plus
405	Esther's Sports Card
205	Thrifty Designer
T05	Protocol
210	North Coast Electronics
220	North Coast Electronics
495A	AXI Wholesale
440	Curiosity Shoppe
680	La Casa De Frida
400	AMC Theatres
Vending	Vendomatic
480	Big Dog Bounce House
170	The City Inc.
375	Crackd
335	Cathy's Bling and Things
190	The City Inc

415  
Vending1  
380  
465  
ATM  
330  
GRND4  
GRND3  
600  
290  
F12  
635  
350  
510  
300  
502  
340  
F04  
490  
OP4  
504  
500  
K70T PYLON  
395  
F14  
305  
320  
325  
360  
370  
390  
450  
455  
495B  
520  
530  
550  
605  
610  
620  
637  
640  
650

Community Room  
Pepsi Bottling Group  
Priority Vending  
Big Dog Bounce House  
Cardtronics  
Blondie's Cuts  
Abees Management's Corp  
OBC Ashtabula LLC  
Spirit Halloween  
Consecution Jiu Jitsu Academy  
Three Brothers Creamery  
Curiosity Shoppe Storage  
Schaubert Enterprises LLC  
Dance Builder LLC

University Hospital (SOLD)

660  
690  
100B  
F08  
310  
F06  
501

**Total 87 Units**

**EXHIBIT C**

**Form Deed**

**LIMITED WARRANTY DEED**

KNOW BY ALL THESE PRESENTS, that **ASHTABULA MALL REALTY HOLDING LLC**, an Ohio limited liability company ("**Grantor**"), who claims title by or through instrument recorded as Instrument \_\_\_\_\_ of the Ashtabula County Records, for the consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GIVES, GRANTS, BARGAINS, SELLS and CONVEYS with limited warranty covenants to **APKR INVESTMENTS, LLC**, an Ohio limited liability company ("**Grantee**"), whose tax mailing address is PO Box 768, Ashtabula, Ohio 44005, the premises described on Exhibit A attached hereto (the "**Premises**").

Provided, however, that the Premises are conveyed subject to, and there are excepted from the limited warranty covenants of Grantor, all of the following: (i) those leases listed on Schedule 1 attached hereto, (ii) zoning and building ordinances, if any; (ii) liens of taxes and assessments, both general and special, not yet due and payable; (iv) any reservations, restrictions, limitations, easements and conditions of record; and (v) all matters as would be disclosed by a correct and accurate survey of the property.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, said Grantor has executed this Limited Warranty Deed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ASHTABULA MALL REALTY HOLDING LLC**, an  
Ohio limited liability company

By: \_\_\_\_\_  
Mehran Kohansieh, Authorized Representative

State of New York    )  
                                  ) ss  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned, personally appeared Mehran Kohansieh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature and office of individual taking acknowledgment

This instrument prepared by:  
Thomas A. FitzSimmons  
Singerman, Mills, Desberg & Kauntz Co, LPA  
3333 Richmond Road, Suite 370  
Cleveland, Ohio 44122

Exhibit A

The Premises

The Land referred to herein below is situated in the County of Ashtabula, State of Ohio, and is described as follows: SITUATE IN THE TOWNSHIP OF ASHTABULA, COUNTY OF ASHTABULA, STATE OF OHIO, ALSO BEING PART OF LOT 9, ERIE TRACT, AND A PART OF LOT 2 IN ASHTABULA TOWNSHIP, AND BEING COMPRISED OF THE FOLLOWING LOTS:

BEING LOT 1 (RESIDUE) AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 2, PLAT BOOK 15, PAGE 69.  
BEING LOT 1-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 2, PLAT BOOK 15, PAGE 69.  
BEING LOT 2-1-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 7, PLAT BOOK 16, PAGE 26.  
BEING LOT 2-3 (RESIDUE) AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 5, PLAT BOOK 16, PAGE 35.  
BEING LOT 2-4-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 7, PLAT BOOK 16, PAGE 26.  
BEING LOT 2-5 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 4, PLAT BOOK 15, PAGE 105.  
BEING LOT 2-6 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 4, PLAT BOOK 15, PAGE 105.  
BEING LOT 3-1 (RESIDUE) AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 3, PLAT BOOK 15, PAGE 73.  
BEING LOT 3-1-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 3, PLAT BOOK 15, PAGE 73.  
BEING LOT 3-2 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 1, PLAT BOOK 15, PAGE 39.  
BEING LOT 4 (RESIDUE) AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 1, PLAT BOOK 15, PAGE 39,  
EXCEPT LOT 4-3 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 5, PLAT BOOK 16, PAGE 35.  
BEING LOT 4-1 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 1, PLAT BOOK 15, PAGE 39.  
BEING LOT 4-2 AS LISTED IN ASHTABULA MALL RESUBDIVISION NO. 1, PLAT BOOK 15, PAGE 39.  
BEING LOT 5 AS LISTED IN ASHTABULA MALL RESUBDIVISION, PLAT BOOK 14, PAGE 86.

TOGETHER WITH EASEMENT RIGHTS CONTAINED IN INSTRUMENT FILED FOR RECORD DECEMBER 20, 1905 IN VOLUME 174, PAGE 367, ASHTABULA COUNTY RECORDS.

ALSO TOGETHER WITH EASEMENT RIGHTS CONTAINED IN EASEMENT AGREEMENT FILED FOR RECORD NOVEMBER 9, 1990 IN VOLUME 53, PAGE 6499, ASHTABULA COUNTY RECORDS.

ALSO TOGETHER WITH EASEMENT RIGHTS CONTAINED IN DECLARATION OF EASEMENTS, COVENANTS AND CONDITIONS, FILED FOR RECORD JULY 21, 1999 IN BOOK 114, PAGE 3341, ASHTABULA COUNTY RECORDS.

ALSO TOGETHER WITH EASEMENT RIGHTS CONTAINED IN THAT CERTAIN DEED FROM ASHTABULA MALL COMPANY, TO GMRI, INC., FILED FOR RECORD OCTOBER 1, 1998 IN VOLUME 91, PAGE 3745, ASHTABULA COUNTY RECORDS.

---

**LESS AND EXCEPT THE FOLLOWING:**

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, in Township 13 North, Range 3 West in the Connecticut Western Reserve and further being Ashtabula Mall Resubdivision.

No. 9 Replat of Lot 2-3 (Residue) recorded in Volume 21, Page 9 of the Ashtabula County Plat Records, and being comprised of the following Lots;

Being Lot 2-7 as listed in Ashtabula Mall Resubdivision No 9, Volume 21, Page 9.

Being Lot 2-8 as listed in Ashtabula Mall Resubdivision No 9, Volume 21, Page 9.

The above property is further described on the following pages:

Situate in the Township of Ashtabula, County of Ashtabula, State of Ohio, also being part of Lot 9, Erle Tract, and a part of Lot 2 in Ashtabula Township, and being comprised of the following lots:

Being Lot 1 (residue) as listed in Ashtabula Mall Resubdivision No. 2, Plat Book 15, Page 69.

Being Lot 2-3 (residue) as listed in Ashtabula Mall Resubdivision No. 5, Plat Book 16, Page 35, being more particularly described as follows:

PARCEL '2-3 Residue'

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, Range 3, Township 13 of the Connecticut Western Reserve and being Lot Number 2-3 Residue, of the Ashtabula Mall Resubdivision Number 5, Plat Book 16, Page 35, a Parcel of Land bounded and described as follows:

Commencing at the intersection of North Ridge Road (R/W varies) and Ridgewood Avenue;

Thence along the centerline of North Ridge Road, South  $59^{\circ}40'26''$  West, a distance of 244.87 feet to a point;

Thence, North  $30^{\circ}19'34''$  West, a distance of 43.00 feet to a Drill Hole Set and the PRINCIPAL POINT OF BEGINNING;

Thence from the PRINCIPAL POINT OF BEGINNING, along the Right-of-Way of said road, South  $59^{\circ}40'26''$  West, a distance of 476.43 feet to a Drill Hole Set, marking the Southeast corner of a parcel of land previously conveyed to ARC Arabloh001 LLC, as recorded in Volume 507, Page 1981 of the Ashtabula County Deed Records, being lot Number 2-2;

Thence along the east line of said lot 2-2, North  $30^{\circ}20'14''$  West, a distance of 190.10 feet to a 5/8 inch Capped Rebar Set, at the northeast corner of said lot, and passing a rebar found at 4.00 feet;

Thence along the north line of said lot 2-2, South  $59^{\circ}39'46''$  West, a distance of 220.00 feet to a 5/8 inch Capped Rebar Set, marking the Northwest corner of said lot and on the east line of a parcel of land previously conveyed to Edgewood Church of the Nazarene, as recorded in Volume 637, Page 23 of the Ashtabula County Deed Records;

Thence along the east line of said Edgewood parcel, North 25°10'10" West, a distance of 199.09 feet to a 5/8 inch Capped Rebar Set;

Thence along the north line of said Edgewood parcel, South 64°55'48" West, a distance of 208.15 feet to a Drill Hole Set, marking the Southeast corner of a Parcel of land previously conveyed to Red Lobster Hospitality LLC, as recorded in Volume 572, Page 2554 of the Ashtabula County Deed Records, being Lot number 2-3-1;

Thence along the east line of said Red Lobster parcel, North 25°10'10" West, a distance of 39.38 feet to a Mag Nail Set at the Northeast corner of said Lot;

Thence along the north line of said Red Lobster parcel, South 64°55'48", West, a distance of 123.49 feet to a Drill Hole Set, on the east line of a parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot 4 (Residue);

Thence along the east line of said lot 4, North 25°10'10" West, a distance of 30.00 feet to a Mag Nail Set, marking the Southwest corner of a parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-6;

Thence along the following courses of lot Number 2-6:

North 64°55'48" East, a distance of 357.55 feet to a 5/8 inch Capped Rebar Set;

North 59°39'46" East, a distance of 166.44 feet to a Mag Nail Set;

North 30°20'14" West, a distance of 235.00 feet to a 5/8 inch Rebar found marking the Northwest corner of Lot Number 2-3 Residue, of the Ashtabula Mall Resubdivision Number 5;

Thence along the north line of said lot 2-3 Residue and the south line of Lot 4 Residue, North 59°39'46" East, a distance of 430.00 feet to a Mag Nail Set, marking the Northwest corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-5;

Thence along the following courses of lot Number 2-5;

South 30°20'14" East, a distance of 226.00 feet to a Drill Hole found;

North 44°39'46" East, a distance of 88.87 feet to a 5/8 inch Rebar found;

North 59°39'46" East, a distance of 124.16 feet to a Mag Nail Set;

North 14°39'46" East, a distance of 56.57 feet to a 5/8 inch Capped Rebar found at the Southeast corner of said lot 2-5 and on the west line of Lot 4 Residue;

Thence along the east line of said lot 2-3 Residue, and the west line of Lot 4 Residue, South 30°20'14" East, a distance of 110.00 feet to a 5/8 inch Capped Rebar Set, marking the Northeast corner of a Parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-4;

Thence along the following courses of lot Number 2-4;

North 75°20'14" West, a distance of 56.57 feet to a Mag Nail Set;  
South 59°39'46" West, a distance of 120.21 feet to a Mag Nail Set;  
South 44°39'46" West, a distance of 28.97 feet to a Mag Nail Set;  
South 14°39'56" West, a distance of 44.97 feet to a 5/8 inch Capped Rebar Set;  
South 30°20'14" East, a distance of 227.70 feet to a 5/8 inch Capped Rebar Set;  
North 59°39'46" East, a distance of 20.00 feet to a 5/8 inch Capped Rebar Set, marking  
the Northwest corner of a Parcel of land previously conveyed to Ashtabula Mall Realty Holding, as  
recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-1;

Thence along the west line of said lot 2-1, South 30°20'14" East, a distance of 190.20 feet  
to the PRINCIPAL POINT OF BEGINNING;

Containing 9.066 Acres of land, more or less of which 0.055 acres lie in the Highway  
Easement of North Ridge Road (R/W varies), all being subject to any prior easements of record or  
otherwise.

Bearings are based on prior surveys and Deeds of Record for the purpose of description  
only. Distances referenced are ground distances.

Where described above, all 5/8" capped rebar set are 30 inches in length, with an orange  
plastic cap stamped 'VHHA #8159' placed on top.

The purpose of the survey is to perform a Boundary Survey Retracement of an existing  
parcel of land, Parcel #030520000200, in the name of Ashtabula Mall Realty Holding, as recorded  
in Plat Book 16, Page 35 of the Ashtabula County Deed Records.

This description was prepared in accordance with a recent Field Survey prepared by Daniel  
R. Stone, Registered Surveyor #8159, 3200 N. Main Street, Findlay, Ohio, 45840, dated May 5,  
2020 and filed at the Ashtabula County Auditor's Office.

Being Lot 2-4-1 as listed in Ashtabula Mall Resubdivision No. 7, Plat Book 16, Page 26.

Being Lot 2-6 as listed in Ashtabula Mall Resubdivision No. 4, Plat Book 15, Page 105.

Being Lot 3-1-1 as listed in Ashtabula Mall Resubdivision No. 3, Plat Book 15, Page 73.

Being Lot 3-2 as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39.

Being Lot 4 (residue) as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page  
39, except Lot 4-3 as listed in Ashtabula Mall Resubdivision No. 5, Plat Book 16, Page 35, being  
more particularly described as follows:

PARCEL '4 Residue--Parcel 1'

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, Range 3, Township 13 of the Connecticut Western Reserve and being a Part of Lot Number 4 Residue, of the Ashtabula Mall Subdivision, Plat Book 14, Page 96, a parcel of Land bounded and described as follows:

Commencing at the intersection of North Ridge Road (R/W varies) and Ridgewood Avenue;

Thence along the centerline of North Ridge Road, South 59°40'26" West, a distance of 44.89 feet to a point;

Thence, North 30°19'34" West, a distance of 43.00 feet to a Mag Nail Set;

Thence along the east line of said lot 2-1 and extended, North 30°20'14" West, a distance of 690.24 feet to a Mag Nail Set marking the Southwest corner of Lot Number 4-2, of the Ashtabula Mall Subdivision and the PRINCIPAL POINT OF BEGINNING;

Thence from the PRINCIPAL POINT OF BEGINNING, along the north line of said lot Number 2-5 and extended, South 59°39'46" West, a distance of 811.73 feet to a 5/8 inch Capped Rebar found, being an angle point of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-6;

Thence along the following courses of lot Number 2-6;

North 78°50'14" West, a distance of 193.20 feet to a 5/8 inch Capped Rebar found;  
South 14°39'46" West, a distance of 295.00 feet to a 5/8 inch Capped Rebar found;  
South 03°08'56" West, a distance of 55.50 feet to a 5/8 inch Capped Rebar found;  
South 25°10'10" East, a distance of 105.62 feet to a Drill Hole Set, marking the Northeast corner of a Parcel of land conveyed to Red Lobster Hospitality LLC, as recorded in Volume 572, Page 2554 of the Ashtabula County Deed Records, being lot number 4-3;

Thence along the west line of said lot 4-3, being a curve to the left in a Southwesterly direction, having a central angle of 85°39'00", a radius of 27.44 feet, and a length of curve of 41.01 feet, the chord of said curve bearing south 22°06'18" West, a distance of 37.30 feet to a Drill Hole Set;

Thence continuing along the west line of said lot 4-3, South 20°43'12" East, a distance of 395.30 feet to a Drill Hole Set;

Thence continuing along the west line of said lot 4-3, being a curve to the left in a Southeasterly direction, having a central angle of 68°27'07", a radius of 44.44 feet, and a length of curve of 53.09 feet, the chord of said curve bearing South 54°56'45" East, a distance of 49.99 feet to a Drill Hole Set, marking the North Right-of-Way of North Ridge Road, (R/W varies);

Thence along the North Right-Of-Way of North Ridge Road, South 59°40'26" West, a distance of 110.76 feet to a Mag Nail Set, marking the Southeast corner of a Parcel of land

conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 1-1;

Thence continuing along the east line of said lot Number 1-1, North 20°49'31" West, a distance of 224.75 feet to a Drill Hole Set,

Thence continuing along the east line of said lot Number 1-1, and the east line of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 1, North 19°35'14" West, a distance of 392.40 feet to a 5/8 inch Capped Rebar found;

Thence along the following courses of Lot Number 1;

North 14°39'46" East, a distance of 373.25 feet to a 5/8 inch Capped Rebar found;

North 78°50'14" West, a distance of 111.67 feet to a Mag Nail Set;

North 30°20'14" West, a distance of 494.57 feet to a 5/8 inch Capped Rebar found, at the north corner of said Lot 1 and on the east line of a Parcel of land conveyed to CEI Co, as recorded in Volume 557, Page 1085 of the Ashtabula County Deed Records;

Thence along the east line of said CEI property, North 00°00'00" East, a distance of 570.00 feet to a Rail Road Spike Set, marking the Southwest corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 5;

Thence along the following courses of lot Number 5;

North 59°39'46" East, a distance of 1903.89 feet to a Point located in a pond, and passing a 5/8 inch Capped Rebar found at 1554.39 feet;

North 30°20'14" West, a distance of 186.48 feet to a Point located in a pond,

North 00°12'35" West, a distance of 390.73 feet to a 5/8 inch Capped Rebar found marking the Northwest corner of Lot Number 4, of the Ashtabula Mall Subdivision;

Thence along the north line of said lot 4, North 89°47'31" East, a distance of 552.00 feet to a Point Inaccessible due to water, on the west line of a parcel of land previously conveyed to NEO Development Corp, as recorded in Volume 505, Page 2597 of the Ashtabula County Deed Records;

Thence along the west line of said NEO parcel and the west line of a Parcel of land previously conveyed to Wal-Mart Real Estate, as recorded in Volume 560, Page 1650 of the Ashtabula County Deed Records, South 00°12'35" East, a distance of 1580.95 feet to a Point Inaccessible due to water, marking the Northeast corner of a parcel of land previously conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 3-2;

Thence along the north line of said lot Number 3-2, South 28°29'46" West, a distance of 235.01 feet to a 5/8 inch Rebar found;

Thence continuing along the north line of said lot Number 3-2, South 59°39'46" West, a distance of 25.46 feet to a 5/8 inch Capped Rebar Set, marking the southeast corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 4-2;

Thence along the following courses of lot Number 4-2;

North 30°20'14" West, a distance of 198.00 feet to a Mag Nail Set;  
South 59°39'46" West, a distance of 31.00 feet to a Mag Nail Set;  
North 30°20'14" West, a distance of 179.00 feet to a Mag Nail Set;  
South 59°39'46" West, a distance of 105.00 feet to a Mag Nail Set, marking the Southeast corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 4-1;

Thence along the following courses of lot Number 4-1;

North 30°20'14" West, a distance of 140.50 feet to a Point at the corner of building;  
South 59°39'46" West, a distance of 375.67 feet to a Point at the corner of building;  
South 30°20'14" East, a distance of 115.50 feet to a Point at the corner of wall;  
South 59°39'46" West, a distance of 20.00 feet to a Point at the corner of wall;  
South 30°20'14" East, a distance of 20.00 feet to a Point at the corner of wall;  
South 59°39'46" West, a distance of 51.00 feet to a Mag Nail Set;  
South 30°20'14" East, a distance of 91.00 feet to a Mag Nail Set, being on the west line of said lot Number 4-2;

Thence along the following courses of lot Number 4-2;

South 59°39'46" West, a distance of 117.50 feet to a Mag Nail Set;  
South 30°20'14" East, a distance of 255.00 feet to a Mag Nail Set;  
South 59°39'46" West, a distance of 45.00 feet to a Mag Nail Set;  
South 30°20'14" East, a distance of 36.00 feet to the PRINCIPAL POINT OF BEGINNING, marking the Northeast corner of a parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot Number 2-5;

Containing 64.941 Acres of land, more or less of which 0.007 Acres lie in the Highway Easement of North Ridge Road (R/W varies), all being subject to any prior easements of record or otherwise.

Bearings are based on prior surveys and Deeds of Record for the purpose of description only. Distances referenced are ground distances.

Where described above, all 5/8" Capped Rebar Set are 30 inches in length, with an orange plastic cap stamped 'VHHA #8159' placed on top.

The purpose of the survey is to perform a Boundary Survey Retracement of an existing parcel of land, Parcel #030520000400, in the name of Ashtabula Mall Realty Holding, as recorded in Plat Book 14, Page 96 of the Ashtabula County Deed Records.

This description was prepared in accordance with a recent Field Survey prepared by Daniel R. Stone, Registered Surveyor #8159, 3200 N. Main Street, Findlay, Ohio, 45840, dated May 5, 2020 and filed at the Ashtabula County Auditor's Office.

PARCEL '4 Residue—Parcel 2'

Situated in Ashtabula Township, County of Ashtabula, State of Ohio, Range 3, Township 13 of the Connecticut Western Reserve and being a part of Lot Number 4 Residue, of the Ashtabula Mall Subdivision, Plat Book 14, Page 96, a Parcel of Land bounded and described as follows:

Commencing at the intersection of North Ridge Road (R/W varies) and Ridgewood Avenue;

Thence along the centerline of North Ridge Road, South 59°40'26" West, a distance of 44.89 feet to a point;

Thence, North 30°19'34" West, a distance of 43.00 feet to a Mag Nail Set and the PRINCIPAL POINT OF BEGINNING;

Thence from the PRINCIPAL POINT OF BEGINNING, along the east line of said lot 2-1 and extended, North 30°20'14" West, a distance of 690.24 feet at a Mag Nail Set marking the Southwest corner of Lot Number 4-2, of the Ashtabula Mall Subdivision;

Thence along the south line of said Lot Number 4-2, North 59°39'56" East, a distance of 90.00 feet to a Mag Nail Set, marking the Northwest corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot 3-2;

Thence along the west line of said lot 3-2 and extended, South 30°20'14" East, a distance of 690.25 feet to a Mag Nail Set, marking the North Right-of-Way of North Ridge Road (R/W varies);

Thence along the Right-of-Way of said road, South 59°40'26" West, a distance of 90.00 feet to the PRINCIPAL POINT OF BEGINNING, marking the Southeast corner of a Parcel of land conveyed to Ashtabula Mall Realty Holding, as recorded in Volume 702, Page 737 of the Ashtabula County Deed Records, being lot 2-1;

Containing 1.426 Acres of land, more or less of which 0.049 Acres lie in the Highway Easement of North Ridge Road (R/W varies), all being subject to any prior easements of record or otherwise.

Bearings are based on prior surveys and Deeds of Record for the purpose of description only.

Distances referenced are ground distances.

Where described above, all 5/8" Capped Rebar Set are 30 inches in length, with an orange plastic cap stamped 'VHHA #8159' placed on top.

The purpose of the survey is to perform a Boundary Survey Retracement of an existing parcel of land, Parcel #030520000400, in the name of Ashtabula Mall Realty Holding, as recorded in Plat Book 14, Page 96 of the Ashtabula County Deed Records.

This description was prepared in accordance with a recent Field Survey prepared by Daniel R. Stone, Registered Surveyor #8159, 3200 N. Main Street, Findlay, Ohio, 45840, dated May 5, 2020 and filed at the Ashtabula County Auditor's Office.

Being Lot 4-1 as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39,

Being Lot 4-2 as listed in Ashtabula Mall Resubdivision No. 1, Plat Book 15, Page 39.

Being Lot 5 as listed in Ashtabula Mall Resubdivision, Plat Book 14, Page 96.

Together with easement rights contained in instrument filed for record December 20, 1905 in Volume 174, Page 367, Ashtabula County Records.

Also together with easement rights contained in Easement Agreement filed for record November 9, 1990 in Volume 53, Page 6499, Ashtabula County Records.

Also together with Easement Rights contained in Declaration of Easements, Covenants and Conditions, filed for record July 21, 1999 in Book 114, Page 3341, Ashtabula County Records.

Also together with Easement Rights Contained in that certain deed from Ashtabula Mall Company, to GMRI, Inc., filed for record October 1, 1996 in Volume 91, Page 3745, Ashtabula County Records.

Less and except Lot Number 1 -3 In Ashtabula Mall Resubdivision No. 8.

Less and except Lot 1-1 as listed in Ashtabula Mall Resubdivision No. 2, Plat Book 15, Page 69.

Less and except Lot 2-5 as listed in Ashtabula Mall Resubdivision No. 4, Plat Book 15, Page 105.

Less and except Lot 3-1 (residue) as listed in Ashtabula Mall Resubdivision No. 3, Plat Book 15, Page 73.

Less and except Lot 2-1-1 as listed in Ashtabula Mall Resubdivision No. 7, Plat Book 16, Page 26.

Permanent Parcel Numbers: \_\_\_\_\_

Schedule 1

The Leases

<b>Unit</b>	<b>Tenant</b>
GRND6	Tractor Supply Company
460	Shoe Dept Encore
GRND2	Burger King
OP	Officemax
140	Jo-Ann Fabrics and Crafts
280	Bath & Body Works
180	Hollywood Nails
K06	Kiddie Rides
	NADG NNN CP-VRIZN (OH) LP---
OP2	Chipotle
OP3	NADG NNN CP-VRIZN (OH)---Verizon
250	Buy Sell Trade
T40	Wishing Well Coin Race
630	Community Room
200	Wildfire Dance
260	Buy Sell Trade
420	National Retail Outlet
100A	Spectrum
GRND1	Red Lobster
230	Dunham's Sports
365	EB & Company
315	Garrett's Guns & Ammo
F16	Pretzel Plus
405	Esther's Sports Card
205	Thrifty Designer
T05	Protocol
210	North Coast Electronics
220	North Coast Electronics
495A	AXI Wholesale
440	Curiosity Shoppe
680	La Casa De Frida
400	AMC Theatres
Vending	Vendomatic
480	Big Dog Bounce House
170	The City Inc.
375	Crackd

335  
190  
415  
Vending1  
380  
465  
ATM  
330  
GRND4  
GRND3  
600  
290  
F12  
635  
350  
510  
300  
502  
340  
F04  
490  
OP4  
504  
500  
K70T PYLON  
395  
F14  
305  
320  
325  
360  
370  
390  
450  
455  
495B  
520  
530  
550  
605  
610  
620  
637

Cathy's Bling and Things  
The City Inc  
Community Room  
Pepsi Bottling Group  
Priority Vending  
Big Dog Bounce House  
Cardtronics  
Blondie's Cuts  
Abees Management's Corp  
OBC Ashtabula LLC  
Spirit Halloween  
Consecution Jiu Jitsu Academy  
Three Brothers Creamery  
Curiosity Shoppe Storage  
Schaubert Enterprises LLC  
Dance Builder LLC

University Hospital (SOLD)

640  
650  
660  
690  
100B  
F08  
310  
F06  
501

**Total 87 Units**

**EXHIBIT D**

**Form Assignment of Leases**

**ASSIGNMENT AND ASSUMPTION OF LEASES**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment"), made this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between ASHTABULA MALL REALTY HOLDING LLC, an Ohio limited liability company ("Assignor"), and APKR INVESTMENTS, LLC, an Ohio limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to those leases set forth on Exhibit A attached hereto, as the same may have been amended (collectively, the "Leases").

WHEREAS, Assignee desires to assume Assignor's right, title and interest as lessor under the Leases.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby gives, grants, bargains, sells, conveys, transfers and sets over unto Assignee, its successors and assigns, as of the Effective Date (as hereinafter defined), all of Assignor's right, title and interest as landlord under the Leases.

2. Assumption. Assignee hereby accepts the foregoing assignment and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the Effective Date, Assignee will assume landlord's obligations under the Leases arising and accruing on and after the Effective Date as defined below, and will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of landlord under the Leases which arise and accrue on and after the Effective Date and are to be observed, performed and fulfilled by landlord therein on and after the Effective Date in the same manner and to the same extent as if Assignee were landlord named therein.

3. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement. To facilitate execution of this Amendment, the parties may execute, deliver and exchange counterparts of the signature pages by facsimile transmission or by electronic mail in "portable document format" (.PDF) or similar form, which will be valid and binding.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first set forth above..

ASSIGNOR:

**ASHTABULA MALL REALTY HOLDING LLC**, an  
Ohio limited liability company

By: \_\_\_\_\_  
Felix Reznick, Authorized Representative

ASSIGNEE:

**APKR INVESTMENTS, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_  
Kenneth A. Kister, Managing Member

Exhibit A

The Leases

<b>Unit</b>	<b>Tenant</b>
GRND6	Tractor Supply Company
460	Shoe Dept Encore
GRND2	Burger King
OP	Officemax
140	Jo-Ann Fabrics and Crafts
280	Bath & Body Works
180	Hollywood Nails
K06	Kiddie Rides
	NADG NNN CP-VRIZN (OH) LP---
OP2	Chipotle
OP3	NADG NNN CP-VRIZN (OH)---Verizon
250	Buy Sell Trade
T40	Wishing Well Coin Race
630	Community Room
200	Wildfire Dance
260	Buy Sell Trade
420	National Retail Outlet
100A	Spectrum
GRND1	Red Lobster
230	Dunham's Sports
365	EB & Company
315	Garrett's Guns & Ammo
F16	Pretzel Plus
405	Esther's Sports Card
205	Thrifty Designer
T05	Protocol
210	North Coast Electronics
220	North Coast Electronics
495A	AXI Wholesale
440	Curiosity Shoppe
680	La Casa De Frida
400	AMC Theatres
Vending	Vendomatic
480	Big Dog Bounce House
170	The City Inc.
375	Crackd
335	Cathy's Bling and Things

190  
415  
Vending1  
380  
465  
ATM  
330  
GRND4  
GRND3  
600  
290  
F12  
635  
350  
510  
300  
502  
340  
F04  
490  
OP4  
504  
500  
K70T PYLON  
395  
F14  
305  
320  
325  
360  
370  
390  
450  
455  
495B  
520  
530  
550  
605  
610  
620  
637  
640

The City Inc  
Community Room  
Pepsi Bottling Group  
Priority Vending  
Big Dog Bounce House  
Cardtronics  
Blondie's Cuts  
Abees Management's Corp  
OBC Ashtabula LLC  
Spirit Halloween  
Consecution Jiu Jitsu Academy  
Three Brothers Creamery  
Curiosity Shoppe Storage  
Schaubert Enterprises LLC  
Dance Builder LLC

University Hospital (SOLD)

650  
660  
690  
100B  
F08  
310  
F06  
501

**Total 87 Units**