



Real Property Conveyance Fee Statement of Value and Receipt

DTE 100 Rev. 5/20



If exempt by Ohio Revised Code section 319.54(G)(3), use form DTE 100(EX).

TYPE OR PRINT ALL INFORMATION.

Type instrument	Tax list year	County number	Tax. dist. number	28	Date
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Property located in North Kingsville taxing district
 Name on tax duplicate Star Bank Tax duplicate year 2024
 Acct. or permanent parcel no. 280270008600 Map book _____ Page _____
 Description See attached Exhibit A Platted Unplatted

Auditor's comments: Split New plat New improvements Partial value
 C.A.U.V Building removed Other _____

Grantee or Representative Must Complete All Questions in This Section. See instructions on reverse.

1. Grantor's name U.S. Bank National Association Phone (612) 303-7738
 2. Grantee's name 2260 W. Market-Akron, LLC Phone _____
 Grantee's address P.O. Box 4570, Akron OH 44310
 3. Address of property 6269 South Main Road, North Kingsville, OH 44068
 4. Tax billing address P.O. Box 4579, Akron OH 44310
 5. Are there buildings on the land? Yes No If yes, check type:
 1, 2 or 3 family dwelling Condominium Apartment: No. of units _____
 Manufactured (mobile) home Farm buildings Other bank
 If land is vacant, what is intended use? _____
 6. Conditions of sale (check all that apply) Grantor is relative Part interest transfer Land contract
 Trade Life estate Leased fee Leasehold Mineral rights reserved Gift
 Grantor is mortgagee Other Third Party Sale
 7. a) New mortgage amount (if any).....\$ 0.00
 b) Balance assumed (if any).....\$ 0.00
 c) Cash (if any).....\$ 92,000.00
 d) Total consideration (add lines 7a, 7b and 7c).....\$ 92,000.00
 e) Portion, if any, of total consideration paid for items other than real property.....\$ 0.00
 f) Consideration for real property on which fee is to be paid (7d minus 7e).....\$ 92,000.00
 g) Name of mortgagee _____
 h) Type of mortgage Conv. F.H.A. V.A. Other _____
 i) If gift, in whole or part, estimated market value of real property.....\$ _____
 8. Has the grantor indicated that this property is entitled to receive the senior citizen, disabled person or surviving spouse homestead exemption for the preceding or current tax year? Yes No If yes, complete form DTE 101.
 9. Has the grantor indicated that this property qualified for current agricultural use valuation for the preceding or current tax year? Yes No If yes, complete form DTE 102.
 10. Application for owner-occupancy (2.5% on qualified levies) reduction. (Notice: Failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed.) Will this property be grantee's principal residence by Jan. 1 of next year? Yes No If yes, is the property a multi-unit dwelling? Yes No
 I declare under penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief it is a true, correct and complete statement.
[Signature] _____ Date 6.24.2025
 Signature of grantee or representative _____

Number
No. of Parcels
DTE Code No.
Neigh. Code
No. of Acres
Land Value
Bldg. Value
Total Value
DTE Use Only
DTE Use Only
DTE Use Only
Consideration
DTE Use Only Valid sale 1. Yes 2. No
Receipt Number

Receipt for Payment of Conveyance Fee

The conveyance fee required by Ohio Revised Code section (R.C.) 319.54(G)(3) and, if applicable, the fee required by R.C. 322, in the total amount of \$ _____ has been paid by _____ and received by the _____ county auditor.

County auditor

Date

Exhibit "A"

Legal Description

Real property in the City of North Kingsville, County of Ashtabula, State of Ohio, described as follows:

Parcel 1:

Situated in the Township of Kingsville, North Kingsville Village, County of Ashtabula and State of Ohio:

Being known as part of Lot Number Twenty-eight (28) in the Township of Kingsville, and being more fully described as follows:

Beginning at a point in the centerline of State Route 170, said point being 513.83 feet northerly from the northerly right-of-way line of the New York, Chicago and St. Louis Railroad, as measured along the said centerline of State Route 170; thence S. 65° 47' 20" W., parallel to the said northerly right-of-way line of the said railroad, 30.81 feet to an iron pin in the westerly line of said State Route 170; thence continuing in the same course 410.78 feet to a point; thence N. 37° 22' W. a distance of 96.51 feet to a point; thence N. 52° 38' E. a distance of 400 feet to a point in the said westerly line of State Route 170; thence continuing in the same course 30 feet to a point in the said centerline of State Route 170; thence S. 37° 22' E., along the said centerline of State Route 170, a distance of 190 feet to the place of beginning, and containing 1.414 acres of land.

Parcel 2:

Situated in the Village of North Kingsville, County of Ashtabula and State of Ohio:

Being known as part of Kingsville Township Lot Number Twenty-eight (28) and being bounded and described as follows:

Beginning at a point in the centerline of State Route 170, said point being 703.83 feet northerly from the northerly line of the New York, Chicago and St. Louis Railroad, as measured along the said centerline of State Route 170, which point is also the northeasterly corner of land conveyed to The Commercial Bank by deed recorded in Volume 627, Page 394, Ashtabula County Records of Deeds;

thence South 52° 38' West thirty (30) feet to the westerly line of State Route 170;

thence continuing in the same course and in the northerly line of lands conveyed to The Commercial Bank as aforesaid, four hundred (400) feet to a point;

thence North 37° 22' West twenty-five (25) feet to a point;

thence North 52° 38' East four hundred (400) feet to the westerly line of State Route 170;

thence continuing in the same course thirty (30) feet to the centerline of State Route 170;

thence South 37° 22' East, along the centerline of State Route 170, twenty-five (25) feet to the place of beginning, and containing .25 acre of land.

Excepting and reserving the following:

Situated in the Village of North Kingsville, County of Ashtabula, and State of Ohio:

Being known as part of Kingsville Township Lot Number Twenty-eight (28), and being bounded and described as follows:

Beginning at a point in the centerline of State Route 170, said point being seven hundred eighteen and ten-hundredths (718.10) feet northerly from the northerly line of the Norfolk and Western Railroad right of way, as measured along the centerline of State Route 170;

thence South 52° 38' West a distance of thirty (30) feet to a point in the westerly line of State Route 170;

thence in the same course, four hundred (400) feet to a point;

thence North 37° 22' West, parallel to the center line of State Route 170, ten and seventy-three hundredths (10.73) feet to an iron pin;

thence North 52° 38' East, a distance of four hundred (400) feet to an iron pin in the westerly line of State Route 170;

thence in the same course, thirty (30) feet to the centerline of State Route 170;

thence South 37° 22' East, along the centerline of State Route 170, ten and seventy-three hundredths (10.73) feet to the place of beginning, and containing 0.106 acre of land.

Also excepting and reserving the following:

Situated in the Village of North Kingsville, County of Ashtabula, and State of Ohio:

Being known as part of Kingsville Township Lot Number Twenty-eight (28), and being bounded and described as follows:

Beginning at the southwest corner of a strip of and 10.73 feet in width conveyed by The Commercial Bank, Ashtabula, Ohio, to Kingsville Building Company by deed dated March 29, 1968, and recorded in Volume 673, Page 328, Ashtabula County Records of Deeds;

thence South 37° 22' East, parallel to the center line of State Route 170, a distance of 1.04 feet to a point;

thence North 52° 38' E. a distance of 144.29 feet to the northwest corner of the brick building of The Commercial Bank;

thence continuing in the same course, and along the northerly face of the brick wall of said building, 25.67 feet to an angle therein;

thence North 37° 22' West, and along the brick face of said building wall, a distance of 1.04 feet to the south line of said 10.73 foot strip of land as conveyed to Kingsville Building Company;

thence South 52° 38' West, and along said south line of the land conveyed to Kingsville Building Company, 169.96 feet to the place of beginning.

Intending hereby to convey a strip of land 1.04 feet in width and 169.96 feet in depth adjacent to the northerly line of the brick wall of said bank building from an angle in said wall and extending westerly to the rear or westerly line of said bank premises, and containing approximately .01 acres of land.

Also excepting and reserving the following:

Situated in the Village of North Kingsville, County of Ashtabula and State of Ohio:

Being part of Lot Twenty-eight (28), Village of North Kingsville, and bounded and described as follows:

Beginning at a point in the centerline of State Route 193, at the southeast corner of land now owned by The Commercial Bank, said point also being five hundred thirteen and eighty-three hundredths (513.83) feet northerly from the northerly right of way of the N & W Railroad, as measured along the centerline of State Route 193; thence South 65° 47' 20" West, along the southerly line of The Commercial Bank lands,

one hundred sixty-two and sixty-three hundredths (162.63) feet to a point; thence North 52° 38' East, one hundred fifty-eight and thirty-six hundredths (158.36) feet to a point in the centerline of State Route 193; thence South 37° 22' East, along the centerline of State Route 193, thirty-seven and one hundredths (37.01) feet to the place of beginning, and containing 0.07 of an acre of land.

APN: 280270008700 and 28-027-00-086-00

Quit Claim Deed

U.S. BANK NATIONAL ASSOCIATION, a national banking association, Grantor, successor in interest to STAR BANK, N.A. of US Bancorp Center, BC-MN-H21R, 800 Nicollet Mall, Minneapolis, Hennepin County, Minnesota 55402-4302, for valuable consideration paid, does by these presents, hereby grant, remise, release and quitclaim to 2260 W. MARKET-AKRON LLC, an Ohio limited liability company, Grantee, whose tax-mailing address is P.O. Box 4570, Akron, OH 44310, all of Grantor's rights, title and interest in the following described real property:

Situated in the County of Ashtabula, State of Ohio, Village of North Kingsville, and being legally described as follows:

SEE EXHIBIT A ATTACHED HERETO

Permanent Parcel No.: 280270008600 and 280270008700

Property Address: 6269 S. Main Street, North Kingsville, Ohio

Prior Deed Reference: Being the same property conveyed to STAR BANK, N.A. by Limited Warranty Deed recorded as Volume 104, Page 9492.

[Signature page follows.]

EXHIBIT A

Legal Description

Situated in the Original Township Lot 28, T-13 North, R-2 West, Connecticut Western Reserve, Village of North Kingsville, County of Ashtabula, State of Ohio.

Being all of the lands described in deeds to Star Bank, N.A. recorded in Deed Volume 104, page 9492 and Deed Volume 741, Page 184, of the Ashtabula County Recorder's office in Jefferson, Ohio and is described as follows:

Commencing at a point of departure marking the centerline intersection of Shirley Street (60') and South Main Street (right of way varies), evidenced by right of way monumentation described in Deed Volume 716, Page 261;

Thence, North 41° 32' 21" West, 38.78 feet, along the centerline of said South Main Street as shown on ATB-193-(27.93-28.81) N. Kingsville (1923) engineer highway plan, to a timber spike set, at the Point of Beginning of the lands herein described – witnessed by a 5/8 diameter iron pin found, South 48° 33' 05" West, 30.89 feet;

Thence, with the following NINE boundary calls:

1. South 48° 33' 05" West, 158.30 feet, leaving said road, along a northwest line of Larry J. Infield, Trustee of the Kathleen R. Infield Trust, Dated 12-19-2002, as recorded in Deed Volume 473, Page 1350, to a capped pin set;
2. South 48° 32' 58" West, 201.56 feet, along a northwest line of said Infield, to a capped pin set;
3. North 41° 32' 21" West, 47.13 feet, along a northeast line of said Infield, to a capped pin set;
4. South 61° 42' 20" West, 72.01 feet, along a northwest line of said Infield, to a southeast corner of 6285 S. Main Street, LLC, as described in Deed Volume 770, Page 1961 – witnessed by a capped pin set, North 61° 42' 20" East, 7.00 feet and by a capped pin set, North 41° 32' 21" West, 7.00 feet;
5. North 41° 32' 21" West, 101.92 feet, along a northeast line of said 6285 S. Main Street, LLC, to a capped pin set at a southeast corner thereof, and being the southeast corner of a 1.04 feet wide strip of land – witnessed by a 5/8 inch diameter iron pin found, North 41° 32' 21" West, 1.04 feet;
6. North 48° 26' 45" East, 169.96 feet, along a southeast line of said 6285 S. Main Street, LLC, the southeast line of said 1.04 feet strip of land and in part along the southeast face of a building, passing through a common building corner at 144.08 feet, to a point of departure lying within a building – witnessed by a capped pin set, South 48° 26' 45" West, 109.96 feet;

7. North 41° 33' 15" West, 1.04 feet, along a northeast line of said 6285 S. Main Street, LLC, to a point of departure lying within a building – witnessed by a timber spike set in pavement, North 48° 26' 45" East, 38.44 feet;

8. North 48° 26' 45" East, 260.00 feet, along a southeast line of said 6285 S. Main Street, LLC, in part along a common building line evidenced by an expansion joint, to a timber spike set on the centerline of aforementioned South Main Street, and the southwest line of an apparent 50 feet wide dedicated, in fee, right of way strip by common report – witnessed by a 3/4 inch diameter iron pipe found, South 48° 26' 45" West, 30.00 feet; Page 2 of 2

9. South 41° 32' 21" East, 167.26 feet, along said centerline of South Main Street and said southwest line of an apparent dedicated 50 feet wide right of way, to the Point of Beginning;

Containing 1.554 acres total, of which 0.137 acres lie in parcel 28-027-00-087-00, 1.308 acres lie in parcel 28-027-00-086-00, and 0.109 acres lie in the lands of Deed Volume 741, Page 184, more or less, and being subject to all legal highways, conditions, leases, restrictions, covenants, servitudes and easements of record.

The bearings herein are relative to grid North of the Ohio State Plane Coordinate System, 3401 Zone, NAD 83 Geodetic Datum and are to be used for angular determination only. Distances herein are ground distances reported in U.S. Survey feet.

This description is based upon a field survey completed on April, 17 2025 by Redbird Land Surveying under the direct supervision of Kenneth J. Marhoffer as responsible in charge, Ohio Registered Surveyor Number 8805 and exceeds the requirements set forth in O.A.C 4733-37 established by the State of Ohio. All capped pins set are 30 inches long, 5/8 inch diameter, iron rebar with a lime green plastic identification cap marked, REDBIRD PS-8805 and all timber spikes set are 8 inches long, 3/8 inch diameter, iron spikes with 1-7/8 inch diameter iron shiners marked PS-8805.

Prior Instrument: Deed Volume 104, page 9492 and Deed Volume 741, Page 184.

Permanent Parcel #: 28-027-00-086-00 and 28-027-00-087-00

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

SELLER'S AFFIDAVIT

Michael D. Hilgers ("Affiant"), being first duly sworn, on oath says on behalf of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Seller") that:

Affiant is a Vice President of Seller, which is the record owner of the Property described in the Commitment for Title Insurance with a File Number of NCS-USB2330-MPLS ("Property");

There have been no bankruptcy proceedings against the Seller, and that there are no unsatisfied judgments of record nor any actions or proceedings pending in any Courts, State or Federal, which affect the Property, nor any tax liens filed against the Property;

Any judgments, bankruptcies, probate proceedings, State or Federal tax liens of record against parties with same or similar names to Seller which affect the Property are not against the Seller;

There have been no labor or materials furnished to the Property at Seller's request during the last 75 days for which payment has not been made;


To Affiant's actual knowledge, there are no unrecorded leases, easements, or other agreements or interests constituting a lien or charge on the Property.

To Affiant's actual knowledge, there are no other persons in possession of any portion of the Property.


Seller makes this affidavit for the purpose of inducing the passing of the title to the Property.

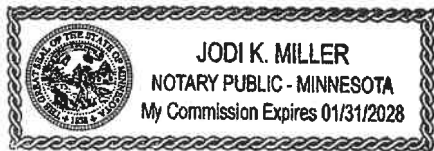
[Signature page follows.]

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Michael D. Hilgers
Title: Vice President

Subscribed and sworn to before me
this 24 day of June, 2025.


Notary Public



TRANSFEROR'S (FIRPTA) CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by U.S. Bank National Association, a national banking association, ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

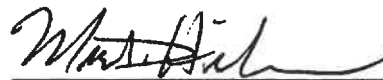
1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller's U.S. employer identification number is 31-0841368;
3. Seller's office address is: US Bancorp Center, BC-MN-H21R, 800 Nicollet Mall, Minneapolis, Minnesota 55402-4302; and
4. Seller is not a "disregarded entity" as defined in IRS Regulation 1.1445-2(b)(2)(iii).

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated as of June 26, 2025.

U.S. BANK NATIONAL ASSOCIATION



By: Michael D. Hilgers
Title: Vice President

OPTION AGREEMENT

THIS OPTION AGREEMENT (this “**Agreement**”) is entered into as of 4-29, 2025 (the “**Effective Date**”), by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association (“**Seller**”), and 2260 W. MARKET-AKRON LLC, an Ohio limited liability company (“**Buyer**”).

RECITALS

- A. Seller is the owner of certain real property (together with all buildings and improvements located thereon, if any, the “**Property**”) located at 6269 S. Main Street, in North Kingsville, Ohio, which real property is legally described on Exhibit A.
- B. Buyer desires to secure from Seller the option to purchase the Property.
- C. Seller is willing to grant such option to Buyer, subject to and upon the terms and conditions of this Agreement.

ACCORDINGLY, Seller and Buyer hereby agree as follows:

1. Grant of Option. Seller hereby grants to Buyer an option (the “**Option**”) to purchase the Property during the Option Term (as defined in Section 2), subject to and upon the terms and conditions of this Agreement.
2. Option Term. The term of the Option (the “**Option Term**”) shall commence on the Effective Date and shall continue until 5:00 p.m. local Minneapolis, Minnesota time on the thirtieth (30th) day after the Contingency Date, unless sooner terminated as provided in this Agreement. In the event the Option Term expires without Buyer having exercised the Option by closing on the purchase of the Property, then this Agreement shall automatically expire and terminate effective as of the date and time of such expiration, and the Earnest Money (as defined in Section 3.1.1) shall be disbursed to Seller.
3. Purchase Price. The “**Purchase Price**” for the Property shall be Ninety-Two Thousand and No/100 Dollars (\$92,000.00), payable as follows:

3.1. Earnest Money.

3.1.1 Initial Deposit. Within five (5) days after the date of this Agreement, Buyer shall deposit an initial earnest money deposit in the amount of Four Thousand Six Hundred and No/100 Dollars (\$4,600.00) (the “**Initial Deposit**”) into escrow with First American Title Insurance Company, 121 S. 8th Street, Suite 1250, Minneapolis, Minnesota 55402 (“**Title Company**”) by wire transfer of immediately available funds. If Buyer fails to timely deliver the Initial Deposit, this Agreement shall immediately terminate and be of no further force or effect (subject to Section 15). As used in this Agreement, the “**Earnest Money**” shall mean the Initial Deposit, plus all interest earned on the deposit. The Earnest Money shall be

non-refundable, except as otherwise expressly provided in this Agreement, and will be credited against the Purchase Price at Closing (as defined in Section 6.1).

3.2. Balance of Purchase Price. Buyer will pay the balance of the Purchase Price pursuant to Section 6.

4. Due Diligence.

4.1. Entry; Inspections. Subject to the terms of this Section 4.1, Buyer and its officers, directors, employees, shareholders, members, partners, consultants, contractors and agents (collectively, the “**Buyer Parties**”) shall have the right to enter the Property during the Executory Period (as defined in Section 9 below) and during normal business hours to inspect the same, perform surveys, environmental assessments, soil and other tests and investigations consistent with the purposes of this Agreement (collectively, the “**Reports**”); provided, however, no Buyer Parties may perform a “Phase II” or other follow-up environmental inspection or any soil or other testing that involves any borings or other invasive testing of any kind without Seller’s prior written consent, which may be withheld or conditioned in Seller’s sole discretion. Buyer shall (a) give Seller reasonable advance notice prior to any entry to the Property, (b) comply with the terms of any leases affecting the Property in connection with any such entry, and (c) permit Seller to have a representative present during any such entry. Buyer shall restore any damage to the Property caused by such entry or inspection and shall indemnify and hold Seller harmless from all liabilities incurred by Seller and arising out of any such entry or inspection. At all times during the performance of any such entry or inspection and prior to entering the Property pursuant to this Section 4.1, Buyer shall obtain and keep in full force and effect a policy of commercial general liability insurance with an insurance company licensed to do business in the state of where the Property is located and having a rating of at least “A-VII” by A.M. Best Company with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) on an occurrence basis for bodily or personal injury or death and Three Million Dollars (\$3,000,000.00) aggregate per location, with an “umbrella” policy insuring Ten Million Dollars (\$10,000,000.00) aggregate per location, insuring all activity and conduct of Buyer and the Buyer Parties during any such entry or inspection, including property damage, personal injury or death and contractual liability coverage. Seller shall be named an insured on such insurance policy, and Buyer shall provide proof of such insurance to Seller, in a form reasonably acceptable to Seller, prior to any such entry. Buyer’s obligations under this Section 4.1 shall survive Closing or any termination of this Agreement.

4.2. Examination of Title. Within a reasonable time after the Effective Date, Seller shall deliver to Buyer a commitment for an ALTA owner’s policy of title insurance covering the Property (the “**Title Commitment**”) issued by Title Company. Buyer may perform, at its discretion and at its sole cost and expense, a survey of the Property (the “**Survey**”). The Title Commitment and the Survey, if any, (together with any such update thereof) shall sometimes be referred to in this Agreement as the “**Title Evidence**”. Any matters reflected on the Title Evidence shall be “**Permitted Exceptions**”; provided, however, Seller shall be obligated to remove from the title or satisfy on or before Closing

any monetary lien or encumbrance of a liquidated amount (such as mortgages, mechanics liens and judgments) arising from Seller's actions or activities.

4.3. Governmental Approvals. Buyer may seek such permits, licenses, zoning, variances, subdivision, entitlements and development rights desired by Buyer for the development or use of the Property (collectively, the "**Governmental Approvals**"). Seller will reasonably cooperate with Buyer in connection with the Governmental Approvals, including executing such documents as are reasonably necessary to permit Buyer to submit application materials in connection with the Governmental Approvals. Notwithstanding the foregoing, (a) the Governmental Approvals will not be effective and will not result in a change of zoning, or cause or create any liens or encumbrances against any portion of the Property, unless and until the Closing occurs, (b) the Governmental Approvals will not result in any liability or obligation whatsoever to Seller, and (c) Seller will not be obligated to incur any out-of-pocket expenses in connection with any of the Governmental Approvals.

4.4. Confidentiality. Unless and until the Closing occurs, Buyer agrees to not disclose the Title Evidence, the Reports, or the contents of any thereof, or any information disclosed, discovered or determined in connection with Buyer's investigations of the Property (collectively, the "**Confidential Information**") to any person or entity other than (a) Buyer's attorneys, accountants, surveyors, architects, contractors or other business consultants assisting Buyer in this transaction, third parties as required under applicable law, and Buyer's potential investors and lenders, and then only to the extent the applicable party expressly agreed to abide by the terms of this Section 4.4, (b) in response to lawful process or subpoena or order of a court of competent jurisdiction, and (c) in any filings with governmental authorities required by reason of the transactions provided for herein. Buyer will take all necessary actions to ensure that any parties to whom it furnishes such Confidential Information keep the same confidential as provided in this Section 4.4. If this Agreement is terminated or the Closing does not occur for any reason, Buyer shall promptly deliver to Seller or destroy all copies of the Confidential Information (including any provided to any third parties by or on behalf of Buyer). Buyer's obligations under this Section 4.4 shall survive any termination of this Agreement.

5. Conditions Precedent.

5.1. Contingency Date. As used in this Agreement, the "**Contingency Date**" shall mean the first business day occurring thirty-five (35) days after the Effective Date.

5.2. Buyer's Conditions. Buyer's obligations under this Agreement are contingent upon the satisfaction (or waiver by Buyer) of the following conditions precedent:

5.2.1 General Contingency. On or before the Contingency Date, Buyer shall have determined that it is satisfied with its review and analysis of the Permitted Exceptions, the Reports and the results and matters disclosed by Buyer's inspection of the Property (including all physical aspects and conditions of the Property, including the repair and condition of the Improvements, the

environmental condition, soils, access and utility services with respect to the Property).

5.2.2 Title. On or before the Contingency Date, Buyer shall have approved title to the Property, including the Permitted Exceptions.

5.2.3 Governmental Approvals. On or before the Contingency Date, Buyer shall have received or determined that it will receive the Governmental Approvals on a timely basis.

5.2.4 Seller's Representations. On the Closing Date, each of the representations and warranties of Seller in Section 7.2 shall be true and correct as if the same were made on the Closing Date.

5.2.5 Seller Default. On the Closing Date, Seller shall not be in default of any of its obligations under this Agreement.

If any conditions in this Section 5.2 have not been satisfied on or before the applicable date set forth in this Section 5.2 with respect to each condition, then Buyer may terminate this Agreement by notice to Seller on or before the applicable date (subject to Section 15), and Ten and No/100 Dollars (\$10.00) of the Initial Deposit shall be disbursed to Seller and as part of the consideration for the Buyer's grant of the Option, and the balance of the Earnest Money shall be disbursed to Buyer. To the extent that any of the conditions in this Section 5.2 require the satisfaction of Buyer, such satisfaction shall be determined by Buyer in its sole and absolute discretion. The conditions in this Section 5.2 are specifically stated and for the sole benefit of Buyer. Buyer in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Seller. If Buyer fails to timely terminate this Agreement on or before the applicable date, then the applicable condition shall be deemed to be satisfied and waived by Buyer.

5.3. Seller's Conditions. Seller's obligations under this Agreement are contingent upon the satisfaction (or waiver by Seller) of the following conditions precedent:

5.3.1 Buyer's Representations. On the Closing Date, each of the representations and warranties of Buyer in Section 7.1 shall be true and correct as if the same were made on the Closing Date.

5.3.2 Buyer Default. On the Closing Date, Buyer shall not be in default of any of its obligations under this Agreement.

5.3.3 Preliminary Exercise Notice. On or before the Contingency Date, Buyer shall have delivered the Preliminary Exercise Notice in the form and manner set forth in Section 6.1.

If any conditions in this Section 5.3 have not been satisfied on or before the applicable date set forth in this Section 5.3 with respect to each condition, then Seller may terminate this

Agreement by notice to Buyer on or before the applicable date (subject to Section 15), and, subject to Section 5.2 the Earnest Money shall be disbursed to Seller. To the extent that any of the conditions in this Section 5.3 require the satisfaction of Seller, such satisfaction shall be determined by Seller in its sole and absolute discretion. The conditions in this Section 5.3 are specifically stated and for the sole benefit of Seller. Seller in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Buyer. If Seller fails to timely terminate this Agreement on or before the applicable date, then the applicable condition shall be deemed to be satisfied and waived by Seller.

6. Exercise of Option; Closing.

6.1 Preliminary Exercise Notice; Closing. On or before the Contingency Date, Buyer may give one (1) written notice (the “**Preliminary Exercise Notice**”) to Seller that Buyer intends to exercise the Option. The Preliminary Exercise Notice shall specify a date during the Option Term (the “**Closing Date**”) no sooner than ten (10) business days from the date of the Preliminary Exercise Notice and no later than the expiration of the Option Term, but after the Contingency Date, for the formal exercise of the Option in accordance with the terms hereof (the “**Closing**”). The Closing will occur through the deposit of documents, deliveries and funds into an escrow established with Title Company pursuant to Seller’s and Buyer’s respective closing instructions to Title Company, which instructions shall be consistent with the terms of this Agreement. Possession of the Property will be delivered to Buyer on the Closing Date, subject to the Permitted Exceptions.

6.2. Exercise Notice. Provided that Buyer has given the Preliminary Exercise Notice in accordance with Section 6.1, the Option may be exercised at any time on or before the Closing Date by Buyer (a) paying to Title Company the Purchase Price less the Earnest Money paid (such balance of the Purchase Price, the “**Exercise Payment**”), by wire transfer of immediately available funds, (b) giving Seller a written notice (the “**Exercise Notice**”) of its election to do so, and (c) delivering to Title Company all of the instruments and other deliveries required pursuant to Section 6.4 with no condition to such delivery to Title Company except those expressly specified in this Agreement. Buyer’s failure to satisfy conditions (a), (b) and (c) set forth in the preceding sentence shall render Buyer’s attempted exercise of the Option null and void.

6.3. Seller’s Closing Deliveries. No later than the Closing Date, Seller shall deliver or cause to be delivered into escrow with Title Company the following, properly completed and duly executed by Seller and notarized where applicable, and in commercially reasonable form (collectively, “**Seller’s Closing Deliveries**”):

6.3.1 Deed. A quit claim deed conveying the Property to Buyer (the “**Deed**”).

6.3.2 Seller’s Affidavit. An affidavit of Seller regarding liens judgments, parties in possession, mechanics’ or materialmens’ liens and other matters affecting title to the Property which are caused by Seller, and which is otherwise consistent

with the “as is” nature of this transaction and a quit claim conveyance of the Property.

6.3.3 FIRPTA. A transferor's certification stating that Seller is not a “foreign person”, “foreign partnership”, “foreign trust” or “foreign estate” as those terms are defined in Section 1445 of the Internal Revenue Code, and containing such additional information as may be required thereunder.

6.3.4 Declaration of Restrictions. The Declaration of Restrictions in the form attached hereto as Exhibit B.

6.3.5 Miscellaneous. Any customary closing documents in commercially reasonable form and substance and consistent with this Agreement which (a) Title Company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant to this Agreement, or (b) may be required of Seller under applicable law, including any revenue or tax certificates or statements.

6.3.6 Settlement Statement. A settlement statement consistent with this Agreement.

6.4. Buyer's Closing Deliveries. No later than the Closing Date, Buyer shall deliver or cause to be delivered into escrow with Title Company, in addition to any other items required by this Agreement, the following, properly completed and duly signed by Buyer and notarized where applicable, and in commercially reasonable form (collectively, “**Buyer's Closing Deliveries**”):

6.4.1 Purchase Price. The balance of the Purchase Price by wire transfer of immediately available funds.

6.4.2 Miscellaneous. Any customary closing documents in commercially reasonable form and substance and consistent with this Agreement which (i) Title Company may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement, or (ii) may be required of Buyer under applicable law, including any revenue or tax certificates or statements.

6.4.3 Settlement Statement. A settlement statement consistent with this Agreement.

6.5. Adjustments and Prorations. The following adjustments will be made to the Purchase Price at Closing:

6.5.1 Real Estate Taxes. General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between Seller and Buyer on a daily basis as of the Closing Date based upon a calendar year, with

Seller being responsible for those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto. If there is any tax refund or rebate related to the year of Closing, the refund or rebate (after deducting the fees and other costs attributable to such refund or rebate) will be allocated between Seller and Buyer on the same basis as proration of taxes under this Section 6.5.1.

6.5.2 Assessments. All special assessments (and charges in the nature of or in lieu of such assessments) levied or constituting a lien with respect to any of the Property payable in the year of Closing shall be prorated between Seller and Buyer on a daily basis as of the Closing Date based upon a calendar year, with Seller being responsible for those installments and applicable portions thereof allocable to the period prior to the Closing Date and Buyer being responsible for all installments and applicable portions thereof allocable to the Closing Date and subsequent thereto. Buyer shall be responsible for special assessments levied after the Effective Date.

6.5.3 Title Costs. Seller will pay the basic premium for the owner's policy of title insurance issued to Buyer with an insured amount not in excess of the Purchase Price. Buyer will pay all costs of and premiums any title insurance policy it desires with respect to the Property in excess of such basic premium, including the costs of any endorsements and extended coverages. Buyer will pay all costs for any Survey. Buyer will pay all premiums for any loan policies of title insurance. Seller and Buyer will each pay one-half of any Closing fee payable to Title Company acting as escrow agent in connection with this transaction.

6.5.4 Recording Costs. Buyer will pay the cost of recording the Deed, and any other documents to be recorded in connection with the Closing.

6.5.5 Transfer Taxes. Seller will pay any state deed or transfer tax imposed in connection with the recording of the Deed. Buyer will pay any mortgage registry tax regarding any mortgage given by Buyer on the Property in connection with this transaction.

6.5.6 Operating Expenses. Seller will pay all utility and other operating expenses of the Property relating to the period prior to the Closing Date, and Buyer will pay all expenses of the Property relating to the period from and after the Closing Date. Seller agrees to have all meters with respect to any such utilities read as of the Closing Date.

6.5.7 Other Closing Costs. All other Closing costs will be allocated between Seller and Buyer in accordance with the customary practice for commercial real estate transactions in county and state where the Property is located.

6.6. Strict Adherence. Each of the requirements set forth in this Agreement with respect to the Earnest Money, the Option Term, the exercise of the Option and Closing

have been fully negotiated and agreed to, and strict adherence to such requirements is a condition of this Agreement and shall be the sole responsibility of Buyer.

7. Representations and Warranties.

7.1. Representations and Warranties by Buyer. Buyer represents and warrants to Seller that:

7.1.1 Authority. Buyer is an Ohio limited liability company. Buyer has the requisite power and authority to enter into and perform this Agreement and the documents to be executed by Buyer in connection with this transaction. This Agreement and such documents have been or will be duly authorized by all necessary action on the part of Buyer and have been or will be duly executed and delivered on the part of Buyer. The execution, delivery and performance by Buyer of this Agreement and such documents does not conflict with or result in a violation of Buyer's organizational documents or any agreement, judgment, order, or decree of any court or arbiter to which Buyer is a party or is subject.

7.1.2 Prohibited Persons and Transactions. Neither Buyer nor any of its affiliates is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental action and does not, to its actual knowledge, engage in any dealings or transactions or be otherwise associated with such persons or entities.

7.1.3 Related Parties.

7.1.3.1 Buyer is not (i) an executive officer, director or Principal Shareholder of Seller, U.S. Bancorp or any subsidiary of either entity or (ii) a Company that is Controlled by any person or entity described in (i).

7.1.3.2 "Principal Shareholder" means any person or entity that directly or indirectly, or acting through or in concert with one or more persons, owns, controls, or has the power to vote more than 10 percent of any class of voting securities of Seller, U.S. Bancorp or any subsidiary of either entity.

7.1.3.3 "Company" means any corporation, partnership, business or other trust, association, joint venture, pool syndicate, sole proprietorship, unincorporated organization, or other business entity.

7.1.3.4 "Control" means directly or indirectly, or acting through or in concert with one or more persons (i) owning, controlling, or having the power to vote 25% or more of any class of a Company's voting securities;

(ii) controlling in any manner the election of a majority of a Company's directors; or (iii) having the power to exercise a controlling influence over a Company's management or policies.

7.2. Representations and Warranties by Seller. Seller represents and warrants to Buyer that:

7.2.1 Authority. Seller is a national banking association. Seller has the requisite power and authority to enter into and perform this Agreement and the documents to be executed by Seller in connection with this transaction. This Agreement and such documents have been or will be duly authorized by all necessary action on the part of Seller and have been or will be duly executed and delivered on the part of Seller. The execution, delivery and performance by Seller of this Agreement and such documents does not conflict with or result in a violation of Seller's organizational documents or any agreement, judgment, order, or decree of any court or arbiter to which Seller is a party or is subject. Seller has not entered into any purchase agreements, contracts for deed, rights of first refusal, options or the like whereby someone other than Buyer has a right to acquire all or any part of the Property.

7.2.2 FIRPTA. Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

7.2.3 Litigation. To the actual knowledge of the Seller, there is no litigation pending or threatened against the Property, or against Seller in a manner that would affect Seller's ability to perform its obligations under this Agreement.

The "**actual knowledge of the Seller**" and similar terms mean the actual, present consciousness of Oliver Maron, without any duty of inquiry or investigation. If Buyer proceeds to Closing notwithstanding Buyer's knowledge of any breach or untruth of any representation or warranty by Seller, Buyer is deemed to have waived the breach or untruth at Closing. All representations and warranties of Seller set forth in this Section 7.2 above shall survive Closing for a period of six (6) months.

8. Sale "As Is".

8.1. Buyer's Obligations. SUBJECT TO THE TERMS OF THIS AGREEMENT, BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY (INCLUDING ITS PHYSICAL AND ENVIRONMENTAL CONDITION) AS IT DEEMS NECESSARY TO PROCEED WITH THE CLOSING AND THIS TRANSACTION, AND ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING THE DISCLAIMED MATTERS (AS DEFINED IN SECTION 8.2), MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER WILL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE

PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

8.2. Disclaimers. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER IN CONNECTION WITH THE PROPERTY OR THIS TRANSACTION, (B) SELLER WILL SELL AND CONVEY TO BUYER, AND BUYER WILL ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" ON THE CLOSING DATE, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY, AND (C) SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER WILL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE PROVISIONS OF THIS SECTION 8.2, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER MAKES, AND WILL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO (I) MATTERS OF TITLE, (II) ZONING, (III) TAX CONSEQUENCES, (IV) PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE, AND FURTHER INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE AND COMPENSATION AND LIABILITY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE CLEAN WATER ACT, THE SOLID WASTE DISPOSAL ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE OIL POLLUTION ACT, THE FEDERAL CLEAN AIR ACT, THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER AND ALL APPLICABLE LOCAL LAWS, ORDINANCES, AND REGULATIONS, (V) VALUATION, (VI) GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, ENTITLEMENT STATUS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (VII) THE USE, INCOME POTENTIAL, EXPENSES, OCCUPANCY STATUS, OPERATION OR CHARACTERISTICS OF THE PROPERTY OR ANY PORTION OF THE PROPERTY, INCLUDING WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR

FOR A PARTICULAR PURPOSE, OR GOOD OR WORKMANLIKE CONSTRUCTION, (VIII) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE BUILDINGS, STRUCTURES OR IMPROVEMENTS, ON OR UNDER THE SURFACE, WHETHER OR NOT LATENT, OBVIOUS, VISIBLE OR APPARENT, (IX) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE PROPERTY, (X) THE SOIL CONDITIONS, DRAINAGE, FLOODING GEOTECHNICAL AND SEISMIC CHARACTERISTICS, ACCESS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON OR UNDER THE PROPERTY, (XI) THE PRESENCE OR EXISTENCE OF MOLD OR OTHER ORGANISMS, LEAD BASED PAINT OR WATER PENETRATION IN OR ABOUT THE BUILDINGS, STRUCTURES OR IMPROVEMENTS, OR (XII) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO ANY OF THE PROPERTY (COLLECTIVELY, “**DISCLAIMED MATTERS**”),

8.3. Waiver and Release. EXCEPT WITH RESPECT TO THE EXPRESS AGREEMENTS, REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF SELLER UNDER THIS AGREEMENT, BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER HEREBY FULLY AND IRREVOCABLY WAIVES AND RELEASES SELLER AND EACH OF ITS SHAREHOLDERS, EMPLOYEES, OFFICERS, MANAGERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (EACH, A “**RELEASED PARTY**”) FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY RELEASED PARTY FOR AND AGAINST ANY AND ALL ANY LIABILITIES, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATED TO ANY OF THE PROPERTY, INCLUDING ANY OF THE DISCLAIMED MATTERS.

8.4. Limitation of Seller’s Liability. ANY PARTY SEEKING TO ENFORCE ANY DUTY, OBLIGATION, LIABILITY OR RESPONSIBILITY OF SELLER ARISING UNDER THIS AGREEMENT WILL RELY ON AND LOOK SOLELY TO THE PROPERTY AND ANY INCOME OR PROCEEDS FROM THE PROPERTY. SELLER WILL HAVE NO LIABILITY FOR THE PERFORMANCE OF ANY DUTIES OR OBLIGATIONS OF SELLER UNDER THIS AGREEMENT BEYOND ITS INTEREST IN THE PROPERTY AND ITS PROCEEDS. BUYER WILL NOT SEEK TO ENFORCE ANY CLAIM OR JUDGMENT OBTAINED BY BUYER AGAINST SELLER AGAINST ANY PROPERTY OF SELLER OTHER THAN ITS INTEREST IN THE PROPERTY AND ITS PROCEEDS, AND BUYER WILL LOOK SOLELY TO, AND RELY SOLELY ON, THAT INTEREST AND THOSE PROCEEDS FOR ENFORCEMENT AND SATISFACTION OF ANY CLAIM OR JUDGMENT. BUYER AGREES THAT THE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, OWNERS AND EMPLOYEES OF SELLER HAVE NO PERSONAL LIABILITY UNDER THIS AGREEMENT, AND BUYER WAIVES ITS RIGHT TO SUE ANY OF THEM PERSONALLY OR INDIVIDUALLY.

9. Executory Period. After the Effective Date until the date of Closing or earlier termination of this Agreement (the “**Executory Period**”), Seller shall operate, maintain and

manage the Property in a manner generally consistent with the manner in which Seller has operated and maintained the Property prior to the Effective Date.

10. Casualty. If all or part of the Improvements are damaged or destroyed during the Executory Period by any fire or other casualty, then (a) this Agreement shall remain in effect, (b) the Property shall be conveyed at Closing in its damaged condition, and (c) Seller shall have no obligation to repair or restore the Property or reduce the Purchase Price.

11. Eminent Domain. If eminent domain proceedings are commenced against all or a material part of the Property during the Executory Period, then Buyer shall have the option to terminate this Agreement (subject to Section 15), and receive a refund of the Earnest Money as its sole remedy, which option shall expire upon the earlier of (a) ten (10) business days after Buyer receives written notice of the proceedings, or (b) the Closing Date. If Buyer does not timely exercise such termination option, or if less than a material part of the Property is subject to such proceeding, then (w) this Agreement shall remain in effect, (x) the remaining Property shall be conveyed at Closing subject to the eminent domain proceeding, (y) Seller shall have no obligation to restore the Property or reduce the Purchase Price (except as provided below), and (z) Seller shall give to Buyer at Closing either (i) a credit against the Purchase Price in the amount of the award received by Seller in the case of a completed condemnation, or (ii) an assignment of all of Seller's rights in the eminent domain proceeding in the case of a pending proceeding. For purposes of this Section 11, "**material**" means a value equal to twenty percent (20%) or more of the Purchase Price.

12. Assignment; Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto and their respective successor and assigns. No rights, privileges or immunities of either Seller or Buyer under this Agreement shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement. Buyer may not fully or partially assign or transfer this Agreement or any interest therein in any manner whatsoever without Seller's prior written consent, which may be given, conditioned or withheld in Seller's sole and absolute discretion. Notwithstanding the foregoing, Seller's consent shall not be required for an assignment by Buyer of all of Buyer's rights and obligations under this Agreement to (a) any parent, subsidiary or other affiliate of Buyer, or (b) to any person or entity which succeeds to the business of Buyer as a result of any reorganization, joint venture, merger or consolidation of Buyer. Buyer must give Seller not less than ten (10) business days' prior notice of any proposed assignment of this Agreement (even if permitted under this Section 12); which notice shall be accompanied by a copy of the assignment (and an assumption of this Agreement) and documents evidencing the formation, ownership, good standing and authority of the assignee to assume and perform the Buyer's obligations under this Agreement. No assignment or transfer of Buyer's rights or obligations under the Agreement (even if permitted under this Section 12 or consented to by Seller) shall operate to modify or relieve Buyer of its obligations under the Agreement.

13. Default and Remedies.

13.1. Default By Seller. If Seller defaults under this Agreement and such default continues for ten (10) days following notice from Buyer to Seller specifying the default (provided that no notice or cure period shall be required with respect to any default of any obligations to be performed at Closing), Buyer may exercise one of the following as its

sole, exclusive and mutually-exclusive remedies, either (a) terminate this Agreement by giving written notice to Seller, in which event Buyer shall be entitled to immediate refund of the Deposits, or (b) seek specific performance of this Agreement. If Buyer proceeds to Closing notwithstanding any defaults by Seller, Buyer shall be deemed to have waived such defaults.

13.2. Default By Buyer. If Buyer defaults under this Agreement and such default continues for ten (10) days following notice from Seller to Buyer specifying the default (provided that no notice or cure period shall be required with respect to any default of any obligations to be performed at Closing), Seller may terminate this Agreement by giving written notice to Buyer, in which event Seller shall be entitled to immediate payment of the Earnest Money as liquidated damages (Seller and Buyer each hereby agreeing that determining Seller's actual damages would be difficult, and the Earnest Money is a reasonable estimate of Seller's damages). Notwithstanding the foregoing, Seller may enforce any provisions of this Agreement which survive Closing, and Seller may recover from Buyer its reasonable fees and costs of enforcing those provisions.

13.3. Nature of Remedies. Seller's and Buyer's respective remedies as set forth in this Section 13 are their sole and exclusive remedies, except with respect their respective obligations that expressly survive Closing or termination under this Agreement. Seller and Buyer each hereby waive any right to sue the other or recover any costs or other damages whatsoever except as expressly provided in this Section 13 (except with respect to obligations that expressly survive Closing or termination as provided under this Agreement).

13.4. Limitations Period on Suits and Proceedings. If either Seller or Buyer is entitled to commence any action or other proceeding to seek specific performance of this Agreement, or to recover any fees, costs or other amounts expressly recoverable under this Section 13, the applicable party must do so within sixty (60) days after the earlier of (a) the date that party obtains actual knowledge of the defaulting party's default, or (b) the date of termination of this Agreement, or such party shall be deemed to have irrevocably waived the related claims and shall be barred from asserting the related claims.

13.5. Attorney's Fees. Each of the parties will pay its own attorney's fees with respect to this Agreement and this transaction, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees and court costs at trial and on any appeal incurred by the non-defaulting party to enforce its rights regarding such default.

14. Notices. Any notice required or permitted to be given by this Agreement will be in writing and will be given by nationally recognized overnight courier, or by certified or registered mail, return receipt requested, postage prepaid. Notices so given shall be deemed received when actually received or when delivery is confirmed or refused. Notices may also be given by e-mail, and will be effective at the time of sending at the e-mail address specified below by 5:00 p.m. Central Time on a business day (and otherwise as of the next business day), provided the notice-giving party also sends notice by one of the physical methods permitted above on the same date as

sending the e-mail, time being of the essence. Any notice required to be given under this Agreement shall be addressed as follows:

Seller: U.S. Bank National Association
800 Nicollet Mall, 15th Floor
BC-MN-H15F
Minneapolis, MN 55402
Attn: Corporate Real Estate

with a copy to: U.S. Bank National Association
800 Nicollet Mall, 21st Floor
BC-MN-H21N
Minneapolis, MN 55402
Attn: Corporate Counsel, Corporate Real Estate

Buyer : 2260 W. Market-Akron LLC
P.O. Box 4570
Akron, OH 44310
Attn: habeeb1984t@gmail.com

Any party may, by notice to the others, specify a different address for notice purposes.

15. Termination. If this Agreement is terminated pursuant to the terms hereof, then (a) the respective rights of Buyer and Seller arising out of this Agreement shall immediately cease with the exception of obligations that expressly survive termination under this Agreement, and (b) within ten (10) days after such termination notice, Buyer shall (i) deliver to Seller a true, correct, complete and legible copy of the Reports, if any, to the extent not previously delivered to Seller, and (ii) execute, acknowledge, and deliver to Seller a quit claim deed with respect to the Property in order to remove any cloud of this Agreement from Property (provided that the failure to give such deed or termination shall not affect the termination of this Agreement). Buyer's obligations under this Section 15 shall survive termination of this Agreement, and Seller may recover from Buyer its reasonable legal fees and costs of enforcing the provisions of this Section 15.

16. Tax Deferred Exchange. Seller and/or Buyer may elect to dispose of or acquire (as the case may be) any of the Real Property in connection with the completion of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. Each party agrees to take such steps as the other may reasonably require in order to complete such tax-deferred exchange, including accepting payment of all or a portion of the Purchase Price from a third party.

17. Brokers. Seller and Buyer each represents and warrants to the other that it has not retained or dealt with any broker entitled to a commission or other fee in connection with this transaction except for Cushman & Wakefield, which is acting as Seller's agent, and Howard Hanna Real Estate Services, which is acting as Buyer's agent (collectively, "**Broker**"). If the Closing occurs, Seller will pay a commission to Broker in accordance with a separate agreement with Broker. Seller and Buyer shall indemnify, defend (with counsel reasonably acceptable to the indemnified party) and hold the other party harmless against all claims (and any related liabilities)

made by any person other than Broker alleging to have represented or assisted the indemnifying party and to thereby be owed a commission or fee in connection with the signing or consummation of this Agreement. The indemnity obligations under this Section 17 shall survive Closing or any termination of this Agreement.

18. No Liens. Buyer may not record this Agreement or any memorandum of this Agreement against the title to the Property or in other public records. Buyer may not record a lien, notice of lis pendens or other instrument against the title to the Property except in connection with a timely- and properly-filed specific performance action permitted under this Agreement, and Buyer waives any other right to do so at law or in equity. This Agreement is not, and does not convey, any interest in or lien against the Property.

19. Waiver of Jury Trial. SELLER AND BUYER EACH IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS TRANSACTION.

20. Miscellaneous. This Agreement may be signed in counterparts and evidenced by facsimile, PDF format or similarly-imaged pages. Buyer and Seller each acknowledge and agree that it has had an opportunity to receive the advice of such counsel and other advisors as it desires before entering into this Agreement. Time is of the essence of this Agreement. This Agreement will be governed by and construed under and in accordance with the laws of the state where the Property is located. This Agreement contains the entire agreement between the parties hereto with respect to this transaction, supersedes any prior oral negotiations or agreements. Subject to Section 12, this Agreement is binding upon the parties hereto and their respective legal representatives, successors and permitted assigns. No amendment, modification or waiver of the provisions of this Agreement will be effective unless it is in writing and signed by the party against whom it is to be enforced. All decisions requiring the "approval" or "agreement" of any party hereto shall be made in writing the applicable party. If any part of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be unaffected and continue in full force and effect. Seller's preparation of this Agreement and submission of this Agreement for the review or execution by any party is not an offer by Seller to sell the Property, and this Agreement is not binding upon Seller or Buyer until it has been signed by Seller and Buyer. The section headings and other captions are for ease of reference only, and are not otherwise part of this Agreement. Any reference to a section of this Agreement includes its subsections and parts. If Buyer consists of more than one individual or entity, then each shall be jointly and severally liable for the obligations of Buyer hereunder. Seller may recover from any one or more of the Buyer individuals or entities the full amount of any collective liability of Buyer under this Agreement, and Seller may bring a separate action against any one or more of the Buyer individuals or entities with respect to such liability. Any notice from any Buyer individual or entity to Seller shall constitute a notice from all Buyer individuals or entities.

21. Rules of Construction. In interpreting this Agreement, the following rules of construction shall be used.

21.1. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either Buyer or Seller merely because of their respective efforts in preparing it.

21.2. Captions, Gender, Number, and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, the masculine, feminine, and neuter adjectives shall include one another, and the following words and phrases shall have the following meanings: (a) **“including”** shall mean “including but not limited to”; (b) **“terms”** shall mean “terms, provisions, duties, covenants, conditions, representations, warranties, and indemnities”; (c) **“any of the Property”** or **“any of the Property”** shall mean “the Property or any part thereof or interest therein” or “the Property or any part thereof or interest therein”, as the case may be; (d) **“rights”** shall mean “rights, duties, and obligations”; (e) **“liabilities”** shall mean “liabilities, obligations, damages, fines, penalties, claims, demands, costs, losses, charges, liens, judgments, actions, causes of action, and expenses, including reasonable attorneys’ fees”; (f) **“incurred by”** shall mean “imposed upon or suffered or incurred or paid by or asserted against”; (g) **“applicable law”** shall mean “all applicable federal, state, county, municipal, local, or other laws, statutes, codes, ordinances, rules, and regulations”; (h) **“about the Property”** or **“about the Property”** shall mean “in, on, under, or about the Property” or “in, on, under, or about the Property”, as the case may be; (i) **“operation”** shall mean “use, non-use, possession, occupancy, condition, operation, maintenance, or management”; and (j) **“this transaction”** shall mean “the purchase, sale, and related transactions contemplated by this Agreement”.

21.3. Time Periods. Any reference in this Agreement to the time for performance of obligations or elapsed time shall mean consecutive days, months or years, as applicable. In the event the time for performance of any obligation hereunder expires on the day that is not a business day, the time for performance shall be extended to the next business day. A **“business day”** means any day that is not Saturday, Sunday or a federal or state holiday.

22. Escrow Provisions.

22.1. Earnest Money. Title Company will hold and disburse the Earnest Money in accordance with the terms of this Agreement, unless otherwise directed by the mutual written direction of the parties.

22.2. Duties of Title Company. The sole duties of Title Company will be those described herein, and Title Company will be under no obligation to determine whether the parties hereto are complying with any requirements of law or the terms of any other agreements among said parties. Title Company may conclusively rely upon and will be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Title Company’s part. Title Company may consult the advice of counsel with respect to any issue concerning the interpretation of its duties hereunder. Title Company will have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility will be to act as expressly set forth in this Agreement. Title Company will be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If any dispute arises with respect to the disbursement of any money, Title Company may continue to hold the money, or

commence an interpleader action in a court of competent jurisdiction and remit the money to that court.

23. Removal of Personal Property. Buyer agrees that Seller shall have the right, upon the provision of written notice to Buyer, to reenter the Property within ten (10) business days of the Closing Date, for purposes of retrieving any personal property of Seller (collectively, "Seller's Personal Property") remaining at the Property after Closing, which was not intended to be included with the sale. If Buyer discovers any of Seller's Personal Property remaining at the Property after the Closing, Buyer shall immediately notify Seller in writing. Seller shall have ten (10) business days from the receipt of Buyer's notice to arrange for the retrieval of Seller's Personal Property. In all cases, Buyer agrees to cooperate with Seller in providing reasonable access to the Property for purposes of retrieving Seller's Personal Property. Buyer further acknowledges and agrees that it shall not disclose the existence of Seller's Personal Property or any information contained therein to any third party nor may Buyer remove or dispose of Seller's Personal Property without first following the notice procedures described above. In the event Seller fails to remove any of Seller's Personal Property remaining at the Property within the timeframes described above, Buyer may remove or destroy it in accordance with applicable law. Buyer and Seller agree that the obligations in this Section 23 shall expressly survive the Closing.

[Remainder of page intentionally left blank]

**SIGNATURE PAGE
TO
OPTION AGREEMENT**

Seller and Buyer executed this Agreement as of the Effective Date.

“Buyer”

2260 W. MARKET-AKRON LLC,
an Ohio limited liability company

By:  dotloop verified
03/26/25 11:16 AM EDT
NDRD-WD1W-4ZVF-W7LC

Name: Muhammad Rasheed Traish

Its: President

“Seller”

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By:  Digitally signed by
Brian Collins
Date: 2025.04.29
10:26:40 -04'00'

Name: _____

Its: _____

JOINDER BY TITLE COMPANY

FIRST AMERICAN TITLE INSURANCE COMPANY is executing this Agreement in its capacity as Title Company only, and by such execution is only agreeing to act strictly in accordance with the terms of this Agreement that govern the duties and obligations of Title Company, including being the designated party to comply with any reporting requirements specified in Section 6045 of the United States Internal Revenue Code (and any related regulations regarding such reporting obligations) in relation to this transaction.

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: Amanda Digitally signed by
Name: Amanda
Its: Angstman
Date: Angstman, 2025 Date: 2025.04.29
10:26:51 -05'00'

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Ashtabula, State of Ohio, described as follows:

Parcel 1:

28 M

APN: 28-027-00-086-00

Parcel 2:

28 M

APN: 28-027-00-087-00

EXHIBIT B
DECLARATION OF RESTRICTIONS

[See following 3 pages.]

WHEN RECORDED, MAIL TO:

U.S. Bank National Association

Attn: _____

U.S. Bancorp Center

BC-MN-H21R

800 Nicollet Mall

Minneapolis, Minnesota 55402

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made as of the _____ day of _____ 20__ (the “Effective Date”), by U.S. BANK NATIONAL ASSOCIATION, a national banking association (“Bank”).

RECITALS

A. Bank owns certain real property situated in Ashtabula County, Ohio, more particularly described in Exhibit A hereto (the “Property”).

B. In connection with Bank’s intended sale of the Property on this date, Bank desires to declare that the Property may not be used for certain uses for the benefit of Bank.

NOW, THEREFORE, Bank hereby declares that no portion of the Property may be used or occupied for the principal purpose, or any uses ancillary thereto (including, but not limited to parking and advertising), of a retail bank, credit union, savings and loan, money store, or mortgage or loan origination or for the placement, operation or maintenance of an automated teller machine or similar device. These restrictions shall run with the Property as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute a burden on the Property for the benefit of Bank for a period of three (3) years from the Effective Date.

*[Remainder of page intentionally left blank.
Signature and acknowledgment pages follow]*

IN WITNESS WHEREOF, Bank has executed this Declaration of Restrictions as of the day and year first written above.

OWNER: **U.S. BANK NATIONAL ASSOCIATION**

By: _____
Name:
Title:

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this ____ day of _____, in the year 20__, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of U.S. Bank National Association, a national banking association, who executed the instrument, on behalf of said national banking association.

Notary Public

My Commission Expires: _____

EXHIBIT A TO
DECLARATION OF RESTRICTIONS

Legal Description of the Property