

Port Authority of Allen County
May 18, 2023
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:00 p.m. on May 18, 2023, in the Allen Economic Development Group conference room.

Participating members were: Phil Buell, Barry Hardy, Drew Fields, Ron Meyer and Paul Swartz

Also present were: Cynthia Leis, Business Development Director; Tina Mathews, Executive Assistant, Doug Olsson, GLR and Cody Niese from Rea & Associates

Approval of Minutes

The board missed the approval of the minutes. Will approve at the next meeting.

Financials

March and April, 2023 Financials – Board members review the March and April 2023 financial statements. Cindy Leis noted that the negative net income is due to the brownfield grant expenses. The expenses are reimbursable.

Barry Hardy motioned to accept the March and April 2023 financial reports. Drew Fields seconded the motion. There was no further discussion. All voting AYE; the motion carried.

April 2023 Expenses - Cindy Leis asked the board to approve \$29,214.33 for April expenses. Ron Meyer motioned to approve the expenditures. Barry Hardy seconded the motion. There was no further discussion. All voting AYE; the motion carried.

YTD Cash Flow Analysis – Cindy Leis and Cody Niese reported that a cash flow projection has been developed. This projection will be helpful in regards to the brownfield grant expenses and reimbursements. Cody noted that he will be making a few more edits to the report.

Phil Buell and Barry Hardy will look into the Star Ohio information and will report on it at the next meeting.

2022 Year-End Compilation Report Update - Cody Niese reported that to be compliant in regards to the brownfield grants, accounting standards require the full entire obligation related to the pollution remediation at time of grant awarding. The amount is then reduced at reimbursement. This is a year-end entry only.

Audit Updates – Cody and Cindy reported an audit is needed for 2021 and 2022. It is uncertain, at this time, if it is a full or basic audit. We will complete their questions and they will make their determination.

Lima Growth Association Transition Update

Barry Hardy shared that the cash is currently in the Owner's Association checking account. There were no further updates.

Project Updates

Brownfield Grant Update

Allen County Home – Prebid walk was today and three contractors showed. This was not a mandatory prebid and is the second go around. The port could receive more than three bids. Bids are due June 1, 2023 and the estimate is \$650,000.

Neubrecht Road (Green & Sawyer) – Driller on site next week to install five additional deep borings to 30 feet to see if we encounter the sand zone that was encountered in previous boring. CEC will be meeting with an environmental remediation contractor next week to begin discussions on remediation cost estimating. It is estimated 50,000 tons of soil to be excavated from the property. Also, sediments in the south ditch are impacted and will require a remedy.

Edco Tool – Significant progress has been made regarding concrete removal. Extra basements and sub floors have been encountered and are being removed by Ben's. They hope to begin building demolition next week. Some volume of crushed concrete will be used as backfill in the property. Remaining crushed concrete will remain stockpiled on the property.

Fleck (EPA Grant) – Cindy Leis reported that she has verified that the equipment has been received and installed. She will complete the required checklist. Fleck will then submit to the EPA.

Cindy has asked Rea & Associates to provide an estimate to the Port to complete a single audit on the Fleck grant. This is to guarantee compliance.

Commerce Gateway Park

Gunsmoke – Cindy reported that we have begun working with Chuck Bills from Ohio Logistics. He is in the process of defining a conceptual drawing for Project Gunsmoke. He would like to take steps on developing an OSIP proposal to bring before JobsOhio. No decisions have been made.

Capps Site – Cindy reported that we have completed the Phase I of the property. There are some challenges with the Capps property, including fuel pipelines, potential wetlands, a stream and no utilizes on Breese Road. She estimates 50 developable acres are left. She asked the board to approve the Phase II quote from CTL. The quote is for wetlands determination delineation and soil borings. The quote totaled \$13,790.

Barry Hardy motioned to accept the quote from CTL in the amount of \$13,790. Drew Fields seconded the motion. There was no further discussion. All voting AYE; the motion carried.

American Industrial Park

Options – Cindy reported that we have a prospect interested in a 400 - 600-acre property under the code name of Project BOSCO. We currently have an option on 202.57 acres on the Neff property and two pending options with Merle Miller with 55 acres and the Brenneman Brothers with 81 acres. The Miller option is for \$2,000 initially for 3 years with one 3-year renewal and the Brenneman option is for \$1,000 with a one 3-year renewal. Cindy is working with Larry Vandemark with Oakridge Realty.

Cindy and realtor Renee Smiley with Cowen are researching the Jacobs family in New Jersey to determine their interest in an option on their 155.53 acres and making a contact with the Gracely's who own approximately 255 acres within the park.

Ron Meyer motioned to execute the options with Miller and Brenneman. The options would be for three years and up to \$2500. Barry Hardy seconded the motion. There was no further discussion. All voting AYE; the motion carried.

New Projects/Topics

Cindy Leis will email the board members a copy of the current By-Laws which needs revisions.

Other Business

Ron Meyer's term on the board will expire in June. He was reappointed by the Allen County Commissioners earlier today.

Maria Sanko's term on the board will also expire in June. Her future status is pending.

The next meeting is scheduled for June 22, 2023.

Barry Hardy motioned to adjourn the meeting. Ron Meyer seconded the motion. No further discussion was had. All voting AYE; meeting adjourned.

Port Authority of Allen County
February 22, 2024
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:00 p.m. on February 22, 2024, in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, Drew Fields, Ron Meyer, and Joe Guagenti

Absent: Barry Hardy, Paul Swartz, and Eric Pohjala

Also present were: Dave Stratton, President/CEO AEDG; Cynthia Leis, Business Development Director; Rose Franklin, Projects Manager; Tina Mathews, Executive Assistant; Rex Huffman, legal counsel; and Amanda Davis, Rea & Associates

Approval of Minutes

Joe Guagenti motioned to accept the minutes from the January 18, 2024 and February 5, 2024 meetings. Ron Meyer seconded the motion. There was no further discussion. All voting AYE; the motion carried.

Financials

January 2024 Financials – Amanda Davis, Rea & Associates, reported on the January financials. The January finance reports show a typical month with no unexpected activity. She pointed out that the new bank account for the Shawnee Owners Association is identified on the report.

It was noted that the real estate taxes paid on the Allen County Home need to be reviewed moving forward. Since it has been torn down, this will change the property value. Cindy will check into paperwork that may need to be completed regarding this.

Drew Fields motioned to accept the January 2024 financial report. Joe Guagenti seconded the motion. There was no further discussion. All voting AYE; the motion carried.

February Planned Expenses

Cindy Leis reported on the cash flow projections. She noted that the brownfield grants are nearing the end, so the big expenses will be eliminated. The cash flow shows the Port Authority in good standing.

Cindy reviewed the February expenses. Ron Meyer motioned to approve the February expenses in the amount of \$25,283.96. Drew Fields seconded the motion. There was no further discussion. All voting AYE; the motion carried.

Star Ohio Account

Cindy reported that the Star account will be open and the money will be transferred in March.

Project Updates

Brownfield Grant Update

Allen County Home - Tina Mathews reported that she will be submitting a reimbursement request this week. We currently have an approved change order from CEC that still needs completed. This change order totals \$48,700. Mike Coonfare, CEC, has been asked to look into other reimbursable expenses that we can complete prior to the end of the grant in June, 2024. He has determined that they found several metal anomalies, but all were just scrap metal, no wells on the eight acres.

Mike, CEC, sent a proposal earlier today to design the stormwater basin. We believe this is a reimbursable expense. His proposal is for \$14,200.

Joe Guagenti motioned to approve the CEC proposal, in the amount of \$14,200, if the ODOD approves the expense as reimbursable. Drew Fields seconded the motion. There was no further discussion. All voting AYE; the motion carried.

Dave Stratton noted that he has been approached by a developer interested in this property. The developer has submitted a proposed agreement for review. Dave will present the agreement to the board in March.

Edco – Tina reported that we have an approved change order from Ben's Construction totaling \$22,230. We have not received the invoices for this work. Ben's will need to have good weather to complete the work – due to it being too wet on site.

We also have an approved change order from CEC totaling \$50,000. We have not received this invoice yet.

Tina will be submitting a reimbursement request this week for \$38,352. This will go toward the 25% required match for the Port Authority. This will put our match at 24% to date.

Green & Sawyer – Cindy Leis reported that we have met with Tom Sawyer, owner, regarding the options. To clean the property, it will take up to \$5M. He will consider his options. We have not had further discussion.

Tina reported that the project is complete. We have received the final invoice from CEC. The final report will be sent to the state tomorrow. The final reimbursement request will be for \$59,387.

Project Gunsmoke

Cindy Leis and Rose Franklin reported that we are working with Chuck Bills, Ohio Logistics, regarding Project Gunsmoke. Rose is working with them to revise the OSIP Grant. She expects this to be completed next month. A Phase I is needed on the property. It is also recommended that a magnetic survey be completed to identify two potential oil wells. The board has asked that we receive two proposals to complete this work.

American Business Park

Cindy reported that Project BOSC is progressing. She and Rex Huffman met with land owners, Miller and Brenneman. They were informed that we have a buyer and their property would need to be rezoned. The landowners have agreed to sign the petition to rezone the property.

We have received agreements from the buyer. Rex has done a quick review of the documents but would like to review them a little closer.

Drew Fields motioned to approve Phil Buell, Board Chair to execute the option agreement and the right of entry agreement, pending Rex Huffman's review and approval. Ron Meyer seconded the motion. There was no further discussion. All voting AYE; the motion carried.

Perry Industrial Park

Cindy reported that project Nadella is also progressing. One 70-acre parcel needs rezoned. She will be meeting with the land owners next week. Nadella is interested in only the north parcel of the Heitz property. The Heitz purchase option may need amended per Rex Huffman.

We have received a letter of intent and term sheet signed by the buyer dated 2/15/24 and is fully executed. An Agreement for Assignment of Option Contracts has been submitted for review and approval.

Shawnee Industrial Park

Cindy reported the REV LNG has not closed yet. The title search found an issue. It was discovered that the deed is tied to a foreign trade zone #138 and will need to be released by the Port Authority in order to clear the deed/title.

Ron Meyer motioned to allow the Port Authority to release the foreign trade zone #138 on the property. Drew Fields seconded the motion. There was no further discussion. All voting AYE; the motion carried.

Other Business

Ron Meyer motioned to go into Executive Session to discuss land acquisitions. Joe Guagenti seconded the motion. There was no further discussion. All voting AYE; the motion carried.

Drew Fields motioned to exit Executive Session. Ron Meyer seconded the motion. There was no further discussion. All voting AYE; the motion carried.

Drew Fields motioned to adjourn the meeting. Joe Guagenti seconded the motion. There was no further discussion. All voting AYE; the motion carried.

Port Authority of Allen County
March 21, 2024
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:00 p.m. on March 21, 2024, in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, Ron Meyer, Joe Guagenti, Barry Hardy, Paul Swartz, and Eric Pohjala

Absent: Drew Fields

Also present were: Dave Stratton, President/CEO AEDG; Cynthia Leis, Business Development Director; Rose Franklin, Project Manager; Tracy Hollar, Executive Assistant; Rex Huffman, legal counsel; and Cody Niese, Rea & Associates

Approval of Minutes

Joe Guagenti motioned to accept the minutes from the February 22, 2024, meeting. Ron Meyer seconded the motion. There was no further discussion. All voting AYE; the motion carried.

Financials

February 2024 Financials – Cody Niese, Rea & Associates, reported on the February financials. The January finance reports show a typical month with no unexpected activity. He pointed out that Shawnee Owners Association is managed separately.

It was noted that Net Income shows a negative \$59,945.90 amount due to paying property taxes and land expenses not reimbursable or submitted for reimbursement. Expenses for the month show approximately a \$15,000.00 loss due to brownfield project expenses.

Regarding the Shawnee Owner's Association, Cindy reported that the responsibility for this fund is with the port authority and will be managed on a separate line item and checking account. The remaining \$224.06 on the line item for the Lima Growth Association will be removed and moved to the SOA's line item.

Joe Guagenti requested an annual budget with a cash flow projection. The report would show actual expenses vs. budget expenses to show available funds for projects.

Eric Pohjala motioned to accept the February 2024 financial report. Paul Swartz seconded the motion. There was no further discussion. All voting Yes; the motion carried.

A 2023 compilation report review will be given by Cody Niese at the April meeting.

February Planned Expenses

Cindy Leis reported on the cash flow projections. She noted that the brownfield grants are nearing the end, and two reimbursements are in process and are expected anytime in the amount of \$74,139.51. The cash flow shows the Port Authority in good standing.

Cindy reviewed the February expenses of \$27,178.20.

Barry Hardy motioned to approve the February expenses in the amount of \$27,178.20. Ron Meyer seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Star Ohio Account

Cindy reported that the Star account will be open and the money will be transferred in March. The savings account at Citizen's National Bank was closed and \$1,130.00 was moved to checking account 6213. Barry Hardy suggested that \$800,000.00 be transferred from savings account to checking account. Cindy stated to open the Start Ohio Account, there will need to be three (3) signatures. Suggested signatures will be; Phil Buell, Eric Pohjala and Barry Hardy.

Project Updates

Brownfield Grant Update

Allen County Home – Cindy reported that the Brownfield Grant is close to an end. With the funds left over from the project, a retention pond is being designed by CEC and will be completed in April. If the port determines there is sufficient time, a bid and construction will need be completed by June 30, 2024. Rex Huffman suggested to put in the bid spec that the completion of the project must be 06/30/24.

A motion allowing steps to be taken to create a bid document made by Joe Guagenti. Ron Meyer seconded. There was no further discussion. All voting Yes; the motion carried.

Dave Stratton noted that he has been approached by a developer interested in this property. Geyde Developers are interested in a housing project at the Allen County Home site. Dave feels this is too early in the development stage to have serious discussion with developers. Currently, the port owns the eight (8) acres where the county home was demolished but Dave would like to have access to approximately twenty (20) additional acres owned by the county commissioners before entering into a Development Agreement.

Edco – Cindy Leis reported that we are waiting on Ben's Construction to remove tanks from the property when conditions dry out and soil can be removed for testing. This should take approximated three (3) weeks to complete. Charles Construction will remove concrete when site is less wet.

Green & Sawyer – Cindy Leis reported that Tom Sawyer, owner, needs to decide on the next steps of this project. The remediation is estimated at up to \$5M and would require with a 25% match if submitted for a Brownfield grant. Cindy will wait for him to contact her with a decision.

Project Gunsmoke

Cindy Leis and Rose Franklin reported that we are working with Chuck Bills, Ohio Logistics, regarding Project Gunsmoke. Rose is working with them to revise the OSIP Grant. She expects this to be completed next month. Per the request of the Ohio Logistics team, a Phase I is needed on the property. It is also recommended that a magnetic survey be completed to identify two potential oil wells. Rose reported that CEC proposed an amount of \$12,315.00 for a Phase 1. It was noted that the Phase 1 will

be the property of the Port Authority. Rose reported she is making progress with the OSIP information needed. Ohio Logistics currently wants 1-100,000 square foot building. This would be built on the east side of the property. Ohio Logistics would like to complete the total build of two building in two phases.

After review of (2) responses to the RFP from CEC & CTL for the Phase 1 and oil well identification, a motion was made by Joe Guagentl expecting the CEC proposal to complete the Phase 1. Paul Swartz seconded the motion. There was no further discussion. All voting Yes; the motion carried.

American Business Park

Cindy reported that Project BOSC is continuing to move in a positive direction. The survey started this week with surveyors walking the property and taking pictures. Soil borings will be done in April. There are four (4) landowners involved totaling 351 acres. Cindy emailed the American Township Trustees to keep them apprised of the progress. The owners will sign an Owner Authorization form presented by Attorney Jill Tangeman, at Vory's to serve as applicant and agent for the rezoning. She will be the owner's representative through this process. Cindy stated there will be a separate parcel of 40 acres in Sugar Creek that will not be a part of the agreement.

Perry Industrial Park

Cindy reported that Project Nadella is also progressing. There is a signed term sheet and letter of interest for this project. Cindy also reported that the zoning petition can now list "Data Center" as use of the site. Cindy has had conversation with Greg Kessen and Larry Sidener, both Perry Township Trustees and both have given positive feedback about the project. Two of the four parcels will need to be rezoned.

Rex Huffman reviewed the Option Agreement for this property. He wants to make sure of the following:

1. Zoning resolution allows for data centers
2. Rezoning land from farmland to industrial

Motion made by Ron Meyer to execute the Agreement for Assignment of Option Contracts when final approval is given by Rex Huffman. Seconded by Paul Swartz. There was not further discussion. All voting Yes; the motion carried.

Gateway Shawnee Industrial Park

Dave reported that VanTrust Real Estate, LLC out of Columbus has shown interest in the 70 acres available at Gateway Industrial on Jay Begg Parkway. This company would like to sign an agreement with seller (PAAC) granting developers the ability to tie up the land for one (1) year at the cost of \$35,000.00/acre. Eric Pohjala suggested to put agreement at high cost per acre to see if the developer is really interested. Joe Guagenti would like to hear their presentation.

Other Business – In other business, Cindy completed a TID application for P&G in the amount of \$500,000 for a portion of the cost for a roundabout at Thayer at the new warehousing site. Dave was successful in receiving a grant commitment from Ohio Department of Development in the amount of \$1.3M. Total cost of the project is projected to be \$3.6M. Rex Huffman suggested the following for this project: the PAAC would submit the bid for the design for the construction, P&G would have oversight of the project and the County will review and approve and ultimately take responsibility for the ongoing

maintenance. The PAAC would hire an engineer to decide what to build and create a proposal that would be distributed to potential contractors.

The \$1.3M from ODOD will be available after July 1, 2024.

Motion was made to approve Cooperative Agreement for the port to contribute \$500,000 for the roundabout construction as part made by Eric Pohjala. Seconded by Ron Meyer. All voting Yes; the motion carried.

Joe Guagenti motioned to go into Executive Session to discuss the transfer of real estate. Ron Meyer seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Ron Meyer motioned to exit Executive Session. Paul Swartz seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Joe Guagenti motioned to adjourn the meeting. Ron Meyer seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Port Authority of Allen County
April 18, 2024
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:00 p.m. on April 18, 2024, in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, Ron Meyer, Joe Guagenti, Barry Hardy, Paul Swartz, and Drew Fields

Absent: Eric Pohjala

Also present were: Dave Stratton, President/CEO AEDG; Cynthia Leis, Business Development Director, Rose Franklin, Project Manager, Tracy Hollar, Executive Assistant, and Cody Niese, Rea & Associates

Approval of Minutes

Joe Guagenti motioned to accept the minutes from the March 21st, meeting. Ron Meyer seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Financials

March 2024 Financials – Cody Niese, Rea & Associates, reported on the March Financials. The March finance reports show a typical month with no unexpected activity. He stated overall for the month of March shows a deficit amount of \$7,911.22 due to no offset or revenue collected in the month. Also noted again that Net Income shows an overall deficit amount \$67,424.22 amount due to paying property taxes and land expenses not reimbursable or submitted for reimbursement. There is a line item of \$300,000 for receipt of monies and an expense in the amount of \$300,000 for an Ohio EPA Grant for Fleck. Also noted is \$74,139 received for Brownfield Reimbursement and \$1,130.00 was moved to checking to close the Savings Account #1620. No other activity to report on the March Financials.

Joe Guagenti motioned to accept the March 2024 financial report. Ron Meyers seconded the motion. There was no further discussion. All voting Yes; the motion carried.

April Planned Expenses & Cash Flow

Cindy Leis reported on the cash flow projections. She noted that Brownfield Grant reimbursements were received in the amount of \$74,139.51. The cash flow shows the Port Authority in good standing. Cindy reviewed the April expenses of \$17,592.00.

Cindy also reported that she is currently managing six (6) different AEP bills, two (2) accounts under the port and four (4) for the Shawnee Owner's Assn. She will be changing these accounts to electronic payment moving forward to help keep current with the due dates, accuracy of the accounts and payor. A port AEP account was mistakenly paid from the SOA checking account and has been corrected according to the expenses submitted in April which reimbursed SOA for the expense.

The new STAR Ohio account was open on 04/15/24 by Cindy Leis and Phil Buell. Verifications are still under way to complete the account. There will be \$1M wired from the checking account (6213) at Citizen's National Bank to the new STAR Ohio account. Cindy noted that Cody and Amanda will be able to download statements from the STAR account for reconciliation purposes.

Cindy also reported in May there will be a planned capital lease financing income received from P & G in amount of \$408,750.00.

Barry Hardy motioned to approve the April expenses in the amount of \$17,592.00. Ron Meyer seconded the motion. There was no further discussion. All voting Yes; the motion carried.

2023 Compilation Report

Cody presented a Draft of a 2023 Compilation Report. A few items noted were receipt of nearly 1.6M in from Brownfield Grants. There was a large expense last year noted in the Pollution Remediations Payable. Also noted, a donation from Lima Growth Association in the amount of \$255,629.00. Cody also referred to page 8 and 9 showing Fiscal Agent activities throughout the year ending in net position of \$38,068.00.

Cindy Leis made one correction on page 18 - #9, Lima Growth Association(LGA) should be changed to Shawnee Owner's Association in the last paragraph. Cindy and Barry will verify this change and have Cody change the final copy to reflect the correct information.

Joe Guagenti motioned to approve the 2023 Compilation Draft Report with noted changes. Barry Hardy seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Project Updates

Brownfield Grant Update

Allen County Home – Cindy reported that Mike Coonfare from CEC was in this week to get Tracy up to speed with the reporting and reimbursements on the Brownfield Grants. A request for extension on this grant and was made and granted until June 30, 2025. Per conversation with the Ohio Dept. of Development, extensions are only approved in one-year increments. Cindy feels the project will be done well before that date and requested that the Board make a motion to agree to the extension. There is a balance of \$161,350.00 remaining to be spent on this Brownfield grant. Mike Coonfare does not have an estimate on the construction of the Basin to date but has provided a verbal estimated cost of \$30,000 to manage the construction of the basin. Several Board members did not agree with the cost submitted to manage the construction. They thought this cost was too high. All members agreed to table a motion to continue this project until an actual construction management cost is submitted. A formal estimate will be presented at the May meeting. During this time, Dave would also like to talk to the County Commissioner's about additional land purchase at that site.

A motion to agree to the extension of this grant until June 30, 2025 made by Drew Fields. Ron Meyer seconded. There was no further discussion. All voting Yes; the motion carried.

Edco – Dave reported there is water on the property in the upper left corner on the west side. He stated he would like to possibly find a way to funnel the water through the city sewer system. He stated the City of Lima had contacted him regarding this issue so he had a discussion with Mike Coonfare to discuss options. Mike would like to explore the best location for the basin on this property and understands the issue with the standing water needs to be addressed. Since an extension was also granted on this project and approved until June 30, 2025 there is still \$32,000.00 remaining grant dollars for this project. Dave will examine the possibilities with the City of Lima and continue to work toward a solution. Also noted was that more soil testing could be required but conditions are too wet to proceed right now.

Motion to agree to the extension of the grant until 06/30/25 made by Drew Fields. Ron Meyer seconded. There was no further discussion. All voting Yes; the motion carried.

Green & Sawyer – Cindy Leis reported that this project is considered done at this time with no discussion of any further action. A new remediation would be very expensive and there is a need for a 25% match and nothing was submitted. Tom Sawyer, owner, is in conversation with Mike Coonfare regarding the addition of a parking lot.

Other Project Updates

Project Gunsmoke

Rose Franklin reported that she and Dave had a meeting with Chuck Bills, Ohio Logistics, regarding Project Gunsmoke. Rose is working with them to reapply for a Jobs Ohio/OSIP Grant in the amount of \$1.5M. The Phase I environmental study and oil and gas identification was complete by CEC who was awarded the work after seeking other estimates. We have learned that there are no oil or gas wells on the property. The timeline for receipt of the final report is April 26, 2024. After receipt of the Phase I report, Rose will get report to Ohio Logistics for review. She is hoping to get everything wrapped up for the presentation to RGP by the second week of May. There is still a possibility of \$500,000 needed by the Port. This is not a grant but possibly a no or low interest loan. In addition, Chuck Bills may have a need for an additional loan through Jobs Ohio for a lower interest rate than current market rate.

American Business Park

Cindy reported that Project BOSC is continuing to move in a positive direction. There are currently environment studies under way. Cindy stated that the land owners want to be involved in the process and have been asked to help locate field tiles. To date no soil borings have started and no equipment is at the site. Cindy continues to work with the client's attorney, Jill Tangeman and noted that when the rezoning petition is submitted, the use of the site will be disclosed but not the name of the company. The rezoning petition is being drafted by Jill and is scheduled to be submitted mid-May/June. Cindy is also continuing to work with the Elida School and informing them of the possible development and feels the newly formed "Yes4Elida" committee could be a supporter in the planned development.

Perry Industrial Park

Cindy reported that Project Nadella is also progressing. Environmental studies are still under way. Soil borings are expected May 6-13. Also noted is a possible change in the site design by the prospect and

will be finalized when due diligence is complete. The Agreement for Assignment of the land options has been signed by Phil Buell and Cindy is waiting on countersigned copy. Cindy and Dave attended the Perry Township meeting on April 2, 2024, with Attorney Jill Tangeman who disclosed the client is a “data center”. Conversation continues about rezoning. A rezoning petition will be drafted for Cira & Henderson after the Zoning Resolution is modified to include “data centers” as a permitted use. Also, access management is being discussed with Regional Planning and Engineering Firm – Olsson. Cindy informed the landowners that they could go ahead and plant the land and any damage done due to the due diligence will be taken care of by the client.

G & W/I&O Railway

Cindy had a meeting with representatives from Genesee & Wyoming railroad who have submitted a Letter of Intent. They are interested in purchasing 37 acres from Heitz (west side of parcel) for “operational tracks” for handling rail cars in transit and a laydown operation and small office building. This site (from Breese to Hume) is the only 7,000’ crossing free track in Ohio. If this would happen, Project Nadella’s agreement would need to be amended and a lot split would be necessary. Nadella is only interested in the Heitz property east of the tracks. If needed, Cindy will work with Rex to amend the assignment with Nadella.

Gateway Shawnee Industrial Park

Dave reported that Van Trust is still interested in working with the port on the property at Gateway Industrial Park however, the option with Van Trust has not been approved.

Shawnee Industrial Park

OH RNG Interconnect, LLC, a liquid natural gas company working with Dominion Energy, now Enbridge Gas and is still doing a title search on the port owned property. They are currently processing a First Amendment to the Purchase Agreement which will extend it from 90 to 120 days to complete the title search. The cost of the property currently is \$109,000.00, a one-time payment of \$10,000 has been in an escrow account since November 18, 2020.

With no other business to discuss, Joe Guagenti motioned to go into Executive Session to discuss the transfer of real estate. Paul Swartz seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Barry Hardy motioned to exit Executive Session. Ron Meyer seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Barry Hardy motioned to adjourn the meeting. Joe Guagenti seconded the motion. There was no further discussion. All voting Yes; the motion carried.

The next meeting is scheduled for May 16, 2024.

Port Authority of Allen County
May 16, 2024
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:00 p.m. on May 16, 2024, in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, Drew Fields, Bary Hardy, Joe Guagenti, Ron Meyer, Eric Pohjala, and Paul Swartz

Also present were: Dave Stratton, President/CEO AEDG; Cynthia Leis, Business Development Director, Rose Franklin, Project Manager, Tracy Hollar, Executive Assistant, and Amanda Davis, Rea & Associates

Approval of Minutes

Joe Guagenti motioned to accept the minutes from the April 18th, meeting. Ron Meyer seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Financials

March 2024 Financials – Amanda Davis, Rea & Associates, reported on the April Financials. The April finance reports show a typical month with no unexpected activity. She reported that because of the Grant income amount \$408,750.00 for P&G, the Net Income amount recognized at the end of April is \$335,778.65. Also noted, \$1,000,000.00 was moved to the STAR SMA account as of 04/30/24 and has shown interest amount of \$149.81.

The amount listed in the SOA Restricted Net Assets line are annual fees invoiced to the Shawnee Industrial Assn. Those members are:

Alpla

Chep

Harley Davidson

Whiteford-Kenilworth

As of the meeting date, Harley Davidson was the only check received. The due date for all Association fees is 05/15/24.

Amanda concluded the financial report by stating the May planned expenses would be \$39,279.05 and no expenses are out of the ordinary and interest income on money transferred to the STAR account will show a nice increase for the month of May.

Drew Fields motioned to accept the April 2024 financial report. Ron Meyers seconded the motion. There was no further discussion. All voting Yes; the motion carried.

May Planned Expenses & Cash Flow

Cindy reported that the \$1,000,000.00 moved to the STAR Ohio account will receive a 5 ½% interest rate. Phil Buell would like to authorize Cindy to have the ability to move funds in out of this account as

deemed necessary. Cindy will work with Becky Spieles from Citizen's to first perform a test wire transfer of \$1,000.00 to determine length of time for a transfer to take place.

Barry Hardy asked if Cindy should be bonded for managing these monies. Rex Huffman commented that if AEDG was insured appropriately, there was no need for both. The next question was if the PAAC is names as insured on the AEDG policy. Phil requested that this be checked to verify. When coverage is verified, Phil would like a Resolution passed to name Cindy Leis as AEDG representative to be able to move monies.

Also suggested by Joe Guagenti, if wire works successfully move and additional \$250,000.00 to the STAR Ohio account and leave \$100,000.00 remaining in checking for expenses. After further discussion, the Board determined that Cindy would continue to monitor the checking account and move funds as needed to keep the account at a \$200,000.00 balance.

A motion to keep a minimum of \$200,000.00 in checking account and use discretion to move additional monies to the STAR Ohio account made by Eric Pohjala. Seconded by Paul Swartz. There was no further discussion. All voting Yes; the motion carried.

2023 Compilation Report

Amanda stated there was one edit remaining on the Compilation report. This is information only and does not require a motion.

Board Replacement

Because Barry Hardy's term with the PAAC Board will end on 06/30/24, Phil and Cindy informed the Board they are in the process of seeking a replacement. Barry stated he is aware he will need to send a resignation to the Cory Noon, President of the Allen County Board of Commissioners and will get that done soon and the appointment for a new Board member will need to be made by the Commissioner's office.

Cindy suggested Sam Halker as a consideration for this position. She feels he is very active in the community and interested in housing development in our community. Another suggestion was Becky Taylor who is currently serving as CFO at Perry proTech. Mike Joyce was also a suggestion as owner of a Business in Shawnee Industrial Park and a member of the Shawnee Owner's Association. Dave suggested Joe Watson, Director of Sales & Marketing – Western Region, National Lime and Stone and Beth Seibert suggested Steve Cleaves, previous Finance Director with the City of Lima. The Board was encouraged to make suggestions of other potential candidates and give names to the County Commissioner's office.

Cindy asked who would replace Barry as Secretary/Treasurer of the Board. Eric Pohjala stated he is retiring from Lima Memorial Hospital in June but would still be interested in serving on the Board and serving in the position of Finance Chair. Phil believes Eric would be a good choice for this position. The motion to appoint Eric to the position of Secretary/Treasurer will be done at the July meeting.

Project Updates

Brownfield Grant Update

Allen County Home – Cindy reported after reviewing the financials for this project, there is still approximately \$130,000.00 still available to be spent on this Brownfield grant. This amount includes

three invoices totaling \$47,496.21 ready to be submitted to the Ohio Dept. of Development for reimbursement.

Mike Coonfare continues to acquire needed information for the scope of work for the settlement basin and has submitted a formal proposal in the amount of \$22,000 to manage the construction of the basin. Cindy reviewed all requirements for this project and stated the standard cost for management of projects such as these is 10% of the total cost of the project and Mike's proposal meets this amount.

A motion to allow CEC Civil and Environmental Consultants, Inc. to manage this project as long as the cost of the basin stays within the available money remaining on the grant and cost to manage is \$22,000.00 made by Joe Guagenti. Ron Meyer seconded. There was no further discussion. All voting Yes; the motion carried.

Dave added as a part of this conversation that his hope is that this is the first project that Bricker Graydon will assist in putting a TIF in place.

Cindy will have the proposal for cost of the settlement basin next week (week of 05/27/24).

Edco

Cindy reported there is \$30,000.00 remaining grant dollars for this project. In addition, the PAAC recently received a reimbursement of \$1,826.25 and continues to work to maximize the 25% match remaining on the grant.

The concrete on this property was removed by Charles Construction. The amount collected was less than expected at \$49,017.29. Cindy will invoice Ryan Smith from Charles Construction to get the amount collected for the concrete.

AEDG is exploring leads with JobsOhio and investigating other options for this property.

Dave stated he is still in the process of exploring the possibility of tying into the City of Lima sewer system.

Project Gunsmoke

Dave gave a brief power point review of this project. Rose continues to work with Ohio Logistics to reapply for a Jobs Ohio/OSIP Grant in the amount of \$1.5M. JobsOhio may give \$1M. Rose also reported she is waiting on a 10-year proforma from Ohio Logistics and gave an update on the timeline for this project. There is still a possibility of \$500,000 low or no interest loan needed for this project. Chuck Bills informed Rose they are not interested in any loan possibilities from JobsOhio. Cindy suggested there may be an opportunity for Capital Lease which would give the Port a financial return.

American Business Park

Cindy reported that Project BOSCO is continuing to move in a positive direction. The soil borings are done and submitted. The owners are anxious to plant the fields. Cindy stated she continues to keep the American Township Trustees updated and informed and most recently spoke to the pastor of the Bluelick Bible church to inform him of the project. Cindy would like to be able to reveal the company project details.

Cindy also informed the Board there has been no response to the invoice for \$1,000.00 owed for the American Township annual fee.

Perry Industrial Park

Cindy reported that Project Nadella is also progressing. Environmental studies are still under way and soil borings are complete. She continues to have weekly meetings with the property and project owners. There will need to be a Zoning Resolution amendment done to include a "Data Center" in order for this project to move forward. Cindy informed the Board that if this resolution does not happen, there is a possibility the project will be dead. Cindy believes the township trustees are in support of the project but are concerned about amending the zoning agreement. Rex Huffman stated this makes no sense. Amending the agreement to include an additional classification is very common practice. Cindy reached out to Kayla Rogers, Asst. Prosecutor and she has agreed to meet with Rex Huffman and the trustees to discuss this issue. An additional area of concern is access to the site. This property is surrounded by county and township roads and State Route 65. There is also a cemetery at Breese/SR65 causing an issue with entrance to the property and rail running through the property continues to be a discussion. Hume Rd. is now being explored as a possible access point.

Cindy requested the Board make a motion to approve a consultant for this project. The consultant is Todd Audet from Strategic Infrastructure Solutions, LLC. The requested consulting fee for this project is \$25,000.00

A motion to hire Todd Audet, Consultant from Strategic Infrastructure Solutions, LLC to assist with establishing appropriate access to this site made by Eric Pohjala. Seconded by Drew Fields. There was no further discussion. All voting Yes; the motion carried.

G & W/I&O Railway

Cindy wants to keep this rail project moving forward. This project will need approximately 35 acres on the same property as the Nadella project but west of the tracks. This project will in no way compromise the current project.

Shawnee Industrial Park

OH RNG Interconnect, LLC, a liquid natural gas company, is working with Dominion Energy, now Enbridge Gas to complete a title search on port owned property. They are also in the process of filing a second amendment to the Purchase Agreement which would extend the period of time allowed to complete the title search from 90 to 120 days. The cost of the property currently is \$109,000.00, a one-time payment of \$10,000 has been in an escrow account since November 18, 2020.

Other Business

Dave gave an update on the P&G project. P&G originally stated this would be a \$3.6M project and has now determined the project may be closer to \$2M. The PAAC had originally discussed a possibility of \$500,000.00 commitment toward the project. Dave was able to get a commitment from JobsOhio for \$1.3M and received a call recently with an opportunity for an additional \$900,000.00. With the commitment of both amounts from JobsOhio, the amount from the Port will not be needed.

With no other business to discuss, Drew Fields motioned to go into Executive Session to discuss the transfer of real estate to the PAAC. Ron Meyer seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Drew Fields motioned to exit Executive Session. Ron Meyer seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Barry Hardy motioned to adjourn the meeting. Joe Guagenti seconded the motion. There was no further discussion. All voting Yes; the motion carried.

The next meeting is scheduled for June 13, 2024.

Port Authority of Allen County
June 13, 2024
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:00 p.m. on June 13, 2024, in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, Drew Fields, Bary Hardy, Eric Pohjala, and Paul Swartz

Also present were: Dave Stratton, President/CEO AEDG; Cynthia Leis, Business Development Director, Rose Franklin, Project Manager, Tracy Hollar, Executive Assistant, and Amanda Davis, Rea & Associates

Approval of Minutes

Eric Pohjala motioned to accept the minutes from the May 16th, meeting. Paul Swartz seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Financials

May 2024 Financials – Cody Niese, Rea & Associates, reported on the May Financials. The May finance reports show a typical month with no unexpected activity. Cody reported that there was a large expenditure for the Gunsmoke project in the amount of \$12,000.00. He also noted interest income for the month was \$4,911.51. The checking account balance shows a \$100,000.00 increase from last year at this time with an overall balance of \$1,617,838.12. A capital lease payment totaling \$408,750.00 is expected from P&G this month as well as a payment from Charles Construction, in the amount of \$49,017.29, for the concrete from the Edco property. Phil also noted that because money was received for the roundabout project at P&G, there was approximately \$464,000.00 available for other project needs.

Cody reported there is not much activity on the Shawnee Owner's Association. To date, there are only two remaining Association members that have not paid their annual fee. They are:

Alpla

Chep

Cindy will send a reminder and make sure the invoices reached the correct individuals.

Drew Fields motioned to accept the May 2024 financial report. Eric Pohjala seconded the motion. There was no further discussion. All voting Yes; the motion carried.

May Planned Expenses & Cash Flow

Cindy reported that expenditures for some AEP bills are not in yet and the invoice for Rex Huffman is not in yet. Cindy requested approval for approximately \$8,000.00 of invoices to be considered for payment and noted that \$47,496.00 was received for expenses incurred with the Allen County Home Brownfield Grant. Also noted was a correction to the minutes regarding transfer of funds to the STAR account.

Cindy reported that instead of the \$250,000.00 proposed, she only transferred \$200,000.00. Also noted by Cindy is the daily fluctuation of this account.

A motion to approve payment of expenses for the made by Eric Pohjala. Barry Hardy seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Insurance

Because Cindy will be transferring money between the PAAC checking account and the STAR account, Phil Buell and Rex Huffman wanted to confirm that AEDG had appropriate insurance coverage in place as it relates to Crime coverage. Phil asked Tracy to confirm the coverage. In conversation with the Allen County Commissioner's office, Tracy did find there is a Crime policy in place, and verification was given by Sophia Clifton at the Commissioner's office that AEDG is covered. Rex Huffman is concerned that there is a possibility that the PAAC may not be covered as other County offices and asked Tracy to look further in to this and get written confirmation of coverage. Tracy will report her findings at the next meeting.

The CD currently at Premier Bank has matured as of June 2024. Phil suggested to close this out and transfer funds into the STAR account because the return is better in this account.

A motion to close out the account with the CD at Premier Bank and move the funds to the STAR account made by Barry Hardy. Drew Fields seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Cindy took a moment to recognize Barry Hardy and all he has done while serving on the PAAC Board. She thanked him for his service to the Board and said he would be missed. Barry said he submitted his formal resignation to the County Commissioners on 05/21/24. Eric Pohjala will replace Barry as Secretary/Treasurer and will assume this role officially in July. Cindy will meet with Eric at Citizen's National Bank to get the appropriate paperwork in place to be able to sign checks. Also noted, was renewal of terms for Phil Buell and Paul Swartz. The BOACC - Resolution #451-24 was passed to reappoint both for a period of four (4) years.

Phil gave a brief overview of steps being taken with AEDG and the GLR. He stated that next month he will be able to elaborate more on the new vision and next steps for both organizations.

Project Updates

Brownfield Grant Update

Allen County Home

Cindy reported that the required three (3) weeks of advertising for the bid process for the Allen County Home retention pond project is complete. There was a pre-bid meeting held at the Allen County home, however, no developers attended. Cindy has emailed Charles Construction and RD Jones Excavating to see if they have interest in bidding on this project. She stated she would also welcome any suggestions from the Board on other companies to contact. Also discussed was to put in place a covenant not to sue with respect to the development of the property.

Dave is continuing to pursue potential housing developers for this project. He intends to meet with the Commissioners to get a cost per acre for an additional twelve acres directly behind the current site for additional development opportunities. Dave would also like to meet with the Bath Township Trustees to share the details of the proposed housing project that will include townhouses and single-family dwellings.

Edco

Cindy reported that the water will be drained from this property and ready to do soil borings soon. Phil asked what it would take to get this property certified. Dave will speak to Mike Coonfare and report back. Dave said he would really like to see a manufacturing entity on this property. He further stated there are many RFI's coming out of JobsOhio would fit the criteria for this kind of business.

Project Gunsmoke

Rose continues to work with Ohio Logistics on this project. An application has been submitted for a \$25,000.00 OSIP loan. The assumption is this will be turned into a 100,000 sq. ft. building and JobsOhio will contribute \$1.5M toward this project. The Port Authority will need to deed the property to Ohio Logistics. The next steps for this project will include receipt of an offer letter from JobsOhio for the \$1.5M for this project.

In the interest of getting this project moving, Eric asked if it would be a good idea for the Port Authority to consider funding \$500,000.00 of this project. Phil said he thinks additional funds should be used to pursue additional property.

American Business Park

Cindy reported that Project BOSC is continuing to move in a positive direction. She is continuing to have weekly calls. The engineering firm has the on-site work done and reports are due July 1. The wetland delineation is to be completed and Cindy is working with the engineer to get access to the site. She is also continuing to work with two property owners for rezoning.

Perry Industrial Park

Cindy reported she continues to work with the Trustees to amend the zoning resolution to include Data Centers. At the last meeting landowners and others were in attendance to support the zoning change, however, a motion to include Data Centers was not voted on. Cindy stated she believes there is still confusion as to whether this was considered a public meeting and if it was not a public meeting, no action can be taken. She further stated only Trustees, or the Zoning Board can file a resolution to change a resolution. The company in this project will have a meeting in July and if a Data Center has not been added to the zoning resolution, it is likely the company will not move forward with this project. Even if the rezoning would pass, the earliest the project can begin is December. The next step for this project will be a rezoning petition for Cira and Henderson.

Shawnee Industrial Park

Cindy reported there was 3rd amendment request from OH RNG Interconnect LLC. Phil questioned how much of an extension should the Board give. They first gave four months, then 5 months, now 6 months.

Motion to give OH RNG Interconnect LLC a 6-month extension on an option made by Drew Fields. Eric Pohjala seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Other Business

There is an article in this week's paper regarding the Memorial Hall revitalization project. State of Ohio has earmarked \$10M in state capital funds to contribute toward this project. AEDG and PAAC are beginning feasibility studies and exploring redevelopment opportunities for this project.

Phil Buell motioned to adjourn the meeting. There was no further discussion. All voting Yes; the motion carried.

The next meeting is scheduled for July 11, 2024.

Port Authority of Allen County
July 18, 2024
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:35 p.m. on July 18, 2024, in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, and Eric Pohjala. Joe Guagenti and Paul Swartz called in for this meeting

Also present were: Dave Stratton, President/CEO AEDG; Cynthia Leis, Business Development Director, Rose Franklin, Project Manager, Tracy Hollar, Executive Assistant, and Amanda Davis, Rea & Associates

Approval of Minutes

Eric Pohjala motioned to accept the minutes from the June 13th meeting with a modification on “Other Business” to state that money has been earmarked from the “State of Ohio” not Matt Huffman. Joe Guagenti seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Financials

June 2024 Financials – Amanda Davis, Rea & Associates, reported on the June Financials. The June finance reports show a typical month with no unexpected activity. The only noted items were P&G and Charles Construction monies that are still showing outstanding in Receivables.

Joe Guagenti motioned to accept the June 2024 financial report. Eric Pohjala seconded the motion. There was no further discussion. All voting Yes; the motion carried.

June Planned Expenses & Cash Flow

Cindy reported that moving forward she will track project Nadella expenditures closer to make sure they are in the project line. The amount of \$408,00.00 has not been received from P & G yet. Cindy has had conversation with their Finance people and expects the check very soon. There is \$111,041 listed for the upcoming REV LNG closing on the property located on Shawnee Industrial Drive. The \$10,000 down payment at the time the option was approved, will be moved from Other Current Assets. Eric suggested moving forward there should be a line item on the cash flow projection added to reflect projects coming up. In regards to the \$525,000 Ambrose Road project, Eric would like to see this as a line item to see where budget is.

A motion to approve payment of expenses for the made by Eric Pohjala. Joe Guagenti seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Eric reported that CNB needs board minutes appointing him to Secretary/Treasurer of the Board. Rex suggested two signatures on checks. Eric and Phil will both be signers on checks issued by the Port Authority. According to the buy-laws, checks greater than \$25,000 must have two signatures.

A motion to make Eric Pohjala Treasurer of the Port Authority Board and additional signer on the checking account made by Joe Guagenti. Paul Swartz seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Insurance

Further conversation regarding CORSA. Rex Huffman was not satisfied with Sherry Barbosky's reply from CCAO. Further clarification is needed because Cindy is not an employee of Allen County, she is employed by AEDG. Tracy will follow up with Sherry to clarify if she is covered or not and give update at the next meeting. If Cindy is not covered under CORSA, there will be a Crime policy taken out through the AEDG policy.

GLR/PAAC

Dave, as the new GLR President/CEO asked options for him to participate on the PAAC Board. Rex suggested that Dave should become an ex-officio member of the PAAC Board due to his responsibility to the Board. Cindy said the by-laws will need to be changed to add Dave as an ex-officio board member. She went on to say there will be no required Commissioner's approval, only a motion by the Board. Phil suggested reviewing the by-laws and MOU relating to the President being an ex-officio member of the Board.

Cindy gave two suggestions of candidates to replace Barry Hardy on the Board. They are Becky Taylor and Sam Halker. Cindy will have a discussion with both potential candidates.

Allen County Home

Cindy presented an Intent to Reward from Ben's Construction for the Allen County Home project cost of \$74,250.00. Additionally, the engineering estimate for this project is \$105,000.00. A motion is needed to begin the next steps of this project.

A motion to allow Cindy to sign the Intent to Reward from Ben's Construction for the Allen County Home Project made by Eric Pohjala. Joe Guagenti seconded the motion. All voting Yes; the motion carried.

P&G

A Grant Agreement in the amount of \$2,236,050 from the Ohio Department of Development was received naming the grantee the PAAC for the P & G roundabout construction. The Grant Control No. is SBIG20249498.

A motion to accept the Grant Agreement was made by Joe Guagenti. Eric Pohjala seconded the motion. All voting Yes; the motion carried.

Memorial Hall

Dave discussed next steps for the Memorial Hall project. Per a discussion with the Spencer Group, there will need to be an evaluation to determine if the development of a hote is market justified. Also, if the study is pursued, there needs to be confirmation that the State money can be used for such development. Spencer Group will also be asked to give their recommendation for ROI on the investment. There needs to be a motion for the research study on Memorial Hall in the amount of \$13,000.

A motion to have a Phase I done by Spencer not to exceed \$13,000 made by Eric Pohjala. Joe Guagenti seconded the motion. All voting Yes; the motion carried.

Project Updates

Brownfield Grant Update

Edco

Cindy reported that additional soil borings still need to be done. The next move on this project will be to decide what to do with the property.

Project Gunsmoke

Currently we are waiting for the date this project will be pitched to JobsOhio. The assumption is this project will be a 100,000 sq. ft. building and JobsOhio will contribute \$1.5M toward this estimated \$11M project. If there is an additional loan option for \$500,000.00 through the Port Authority for this project, Eric suggested having a loan policy. Rex will provide a template to use.

American Business Park

Cindy reported that Project BOSC is continuing to move in a positive direction. She is currently working on access points with ODOT and the County Engineer's office. Some of the current topics of discussion of wastewater capabilities and confirming capacities of city water.

Perry Industrial Park

Cindy reported that the zoning board approved the amendment to the zoning resolution to permit the use of data centers and now all information has been forwarded to Regional Planning. Once approval is received from Regional Planning, there will be a Public Hearing by the Zoning Board.

American Mall

Dave has been in contact with JDI Group to look at this property. Initial amount discussed is \$15,000.00 to get an idea of possibilities. Dave presented to the Board as something to consider in the interest of future development.

Other Business

Cindy presented to the Board that Klay Property along I-75 has 33.65 acres available for development. She is having conversation with them about an option. She feels this is a great location. There are utilities on the property, however, currently there is no access to the property. She is exploring the possibility of how 4th St. could run through to this property.

Phil Buell motioned to adjourn the meeting. There was no further discussion. All voting Yes; the motion carried.

The next meeting is scheduled for August 15, 2024.

Chair

Secretary

Port Authority of Allen County
August 22, 2024
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:30 p.m. on August 22, 2024, in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell (call-in), Drew Fields, Ron Meyers and Eric Pohjala

Absent Members: Joe Guagenti and Paul Swartz

Also present were: Cynthia Leis, President/CEO - AEDG, Dave Stratton, President/CEO Greater Lima Region, Rose Franklin, Project Manager, Tracy Hollar, Executive Assistant, and Cody Niese, Rea & Associates

Approval of Minutes

Drew Fields motioned to accept the minutes from the July 22nd meeting. Ron Meyers seconded the motion. There was no further discussion. All voting Yes; the motion carried.

Financials

July 2024 Financials – Cody Niese, Rea & Associates, reported on the July Financials. The July finance reports show a typical month with no unexpected activity. Total amount in checking/savings is \$1.7M. Cody again noted that P&G and Charles Construction continue to show outstanding in receivables. Cindy followed up to say the P&G amount of \$408,750.00 was recently wired to the AEDG account and Charles Construction paid amount owed for concrete. Also noted was the final Shawnee Owners Association payment received from CHEP.

Cindy reported the recent sale of 14.5 acres of land to REV LNG in the amount of \$111,042. This total parcel of land owned by the PAAC is 25 acres, however, REV LNG only wanted 14.5 acres. The Auditor's website currently has the total 25 acres valued at \$189,000. Eric asked if 14.5 was purchased, how will the remaining acreage be valued. He made a request to have the rest of the acreage evaluated to determine if there was any marketable value to the approximately 10.5 acres remaining. Phil added that the total 25 acres was originally gifted to the Port Authority and at the time of the transaction, the parcel was valued at \$189,000.

Cody concluded the financials for the month of August was reported as a -92,322.78 net loss amount for 2024. This is in part due to the land sale and includes some unreimbursed amounts for the Brownfield grant projects. Noting the YTD expenses are down, Cindy stated she and Tracy will work to get reimbursements for the Brownfield grants up to date.

Ron Meyers motioned to accept the July 2024 financial report. Drew Fields seconded the motion. There was no further discussion. All voting Yes, the motion carried.

August Planned Expenses & July Cash Flow

Cindy reviewed and reported the following on August planned expenses and July cash flow: No activity out of the ordinary occurred and there is plenty of cash on hand. The CD at Premier Bank was closed and the amount was moved to the checking account. There was an amount of \$75.00 received as a refund for the closure of the Bond for Barry Hardy. This amount will be moved to Misc. Based on review of cash flow projections through year end, Eric made a recommendation to move between \$250,000 and \$300,000 to the STAR account from the checking account. Cindy will compare interest rates and move money based on the best rate.

Drew Fields motioned to moved \$300,000 to Citizen's National Bank to the STAR account. Ron Meyers seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Ron Meyers made a motion to approve the approximately \$15,000 August expenses. Drew Fields seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Cindy presented to the Board the following four possible Board member candidates:

- Sam Halker
- Keith Horner
- Becky Taylor
- Tara Reynolds

Cindy is currently waiting on letters of interest from the four candidates The letters will need to be submitted to the Commissioner's office and then forwarded to Cindy for consideration.

Project Updates

Perry Industrial Park

Microsoft representatives will be here on 08/27 and 08/28 to attend a Zoning Board Public Meeting in Perry Township. At this meeting the Perry Township Zoning Board will have the opportunity to either vote for rezoning to allow data centers or request a 30-day extension for discussion before voting will occur. Cindy requested the Board's support at this public meeting.

On 09/5/24 there will be an additional public hearing scheduled by the Perry Township Trustees to present an amendment to the current zoning amendment to permit the use of data centers. The Trustees will have the opportunity to vote to add data centers to the zoning policy or request a 30-day extension for discussion before voting will occur.

On 09/12/24 there will be a community event at Perry School from 4:00 pm – 7:00 pm. Representatives from Microsoft will be at the event to afford community members the opportunity to ask questions and address any issues they may have.

There is currently a \$39,000 proposal from CEC for conceptual plans and construction estimates for road access for this project. Cindy gave a power point presentation to explain the access options created by the transportation team. She is requesting a motion to accept the proposal from CEC for this project so the team can begin the working on the plans.

A motion made by Drew Fields to accept the \$39,000 proposal from CEC for immediate and future cost estimates to create a developer agreement to pay for road improvements at the project site. Ron Meyers seconded. There was no further discussion. All voting Yes, the motion carried.

American Business Park

Cindy reported that Project BOSC is continuing to move in a positive direction. There continues to be conversation regarding access. There is currently work being done to confirm water and sanitary sewer capacities and requirements with city and county utilities. They are also working with Tetra Tech, an engineering firm recommended by Todd Audet for initial conceptual layouts for access to the site from SR65/SR115 and North Cole St. The current budget for this work is \$5,000.

Allen County Home

Cindy reported that she has filed for the permits for the Allen County Home detention pond construction and will start when permits are approved. The cost for the pond is \$74,250 and the amount for this project has already been awarded to Ben's Construction. There is currently work being done with Geyde Development on the possibility of a residential concept, cost estimates, incentives i.e. TIF, New Community Authority and a Developers Agreement for this project.

Project Gunsmoke

This project was pitched to JobsOhio, OSIP team on 08/12/24. The grant amount awarded toward the project by JobsOhio was \$500,000. There is also a \$2.5M loan opportunity with this project. The team plans to re-pitch to JobsOhio to request a \$1M in grant funding with less loan money or not loan money from JO.

P&G

The only update to this project will be the Developers Agreement currently in the process of draft. Rex Huffman will be drafting this document.

Klay Property Option

A motion is needed by Phil Buell to execute an option on the Klay property for \$1,000 for one year. Cindy has someone interested in 12 acres but needs the option completed to proceed with environmental studies and other needed work.

A motion made by Ron Meyers for Phil Buell to execute a 1-year, \$1,000 option payment for 33.64 acres Klay property located near 4th St. and I-75.

Other Business - None

Phil Buell motioned to adjourn the meeting. There was no further discussion. All voting Yes; the motion carried.

The next meeting is scheduled for September 26 at 3:00 pm. There may be a date change for meetings moving forward. There will be discussion and decision before the meeting next month.

Port Authority of Allen County
10/24/24
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:30 p.m. on October 24, 2024, in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, Drew Fields, Joe Guagenti, Ron Meyers Eric Pohjala and Paul Swartz

Absent Members:

Also present were: Cynthia Leis, President/CEO - AEDG, Dave Stratton, President/CEO Greater Lima Region, Rose Franklin, Project Manager, Tracy Hollar, Executive Assistant, and Cody Niese, Rea & Associates

A Motion to go into Executive Session to discuss an economic development project proposal made by Joe Guagenti. Paul Swartz seconded the motion. There was no further discussion. All voting Yes, the motion carried.

A Motion to go out of Executive Session made by Paul Swartz. Eric Pohjala seconded the motion. There was no further discussion. All voting Yes, the motion carried.

A Motion to terminate the agreement with Microsoft after Rex reviews made by Joe Guagenti. Eric Pohjala seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Cindy stated in terms of the rail project, the MOU is still pending approval. Cindy will get additional information and challenged the Board to bring any questions forward. She will engage Todd Audet to have an engineer review what the rail is proposing and determine what is left as developable property and get their opinion on the marketability of that property after rail is put in.

A Motion to do the asbestos removal and lead paint assessments at Memorial Hall made by Eric Pohjala. Paul Swartz seconded the motion. There was no further discussion. All voting Yes, the motion carried.

A Motion to approve the LOI with VanTrust with the additional modification to include that any services done on the property to include ALTA, Phase 1 environmental studies and survey will be the property of the Port Authority if the purchaser terminates the agreement made by Drew Fields. Joe Guagenti seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Financials

Eric referred the Board to the new Financial Summary provided by Rea's to use for reviewing the monthly activity. He reported there are no issues. Additionally, there was conversation with Rea's on our Grants and how to make sure we have sufficient policies in place to manage them appropriately. There will be an engagement letter put together and Eric will bring this back to the Board when received. Since there will be an audit on the Grant activity next year, and since the last two years the grants have been managed with agreed

upon procedures only, the thought is that since the Port Authority is very active with grants, that appropriate procedures need to be put in place for managing them.

The only other change to the Financials was an added page that shows the breakdown of all current projects and the financial status of each.

September Planned Expenses

Cindy reported that she transferred an additional \$300,000.00 to the STAR account per the request on the October Minutes. She reported that the checks for this month needing approval total \$9,560.00 and there are no issues with the cash flow. We did receive a Brownfield check for the County Home project in the amount of \$23,977.00 and an additional pending amount of reimbursement for the Allen County Home slated for November reimbursement.

A Motion to approve the October monthly expenses made by Eric Pohjala. Paul Swartz seconded the motion. There was no further discussion. All voting Yes, the motion carried.

A Motion to approve the Financials made by Ron Meyers. Paul Swartz seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Approval of Minutes

Eric Pohjala motioned to accept the minutes from the September 26th meeting with a revision that Eric Pohjala was in attendance and on page 2, Phil stated that GLR is a private entity not public. Joe Guagenti seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Board Replacements

Cindy reported that the Commissioner's passed a resolution today, (10/24/24) to appoint Sam Halker as a Port Authority Board member. He will be sworn in at the November meeting.

Project Updates

Project Bosc

Cindy reported this project is still proceeding. Cindy, Rex and Jill Tangeman will meet with the zoning inspector and will start to work the process for a Conditional Use Permit for the Neff property. The Gracely's who are other property owners involved with this project have now determined they are no longer interested therefore creating a need to put the property access point at a different location. Conversation is currently under way with the Engineers office on available options to grant access to the property. Focus will now be on the main access point on North Cole.

P&G

Rex continues to work on a Developer's Agreement on the roundabout project. This is a project that will be managed by the Port Authority in the amount of \$2.2M. There will also be other additional monies coming in to apply to this project and will be managed as reimbursable funding.

Rex feels the Board needs to consider that this project will be a design build roundabout to keep this project moving. This type of project would require putting out a request for qualification (RFQ) from a team that consists of an engineer and a contractor. The first step would be to hire a criteria engineer to create the criteria for the roundabout. Once the project criteria is determined, a request for proposal would be published for a

couple of weeks. The top three proposals would be evaluated and the contract would be awarded to top choice. Rex believes this process will probably take until December or January and if the contractor is chosen by January 2025, the project should start by Q2 of 2025. There will be a coordination effort with ODOT with the other roundabout project at N. Thayer Road, between Reservoir Road and SR81. Rex feels there are two next steps to move this project:

- A. Approve an agreement with Todd Audet to get a criteria engineer to come up with criteria for this project.
- B. Authorize Cindy to publish qualifications for the project

Motion to enter into an agreement with Todd Audet to create manage the project, not to exceed \$25,000.00 made by Ron Meyers. Seconded by Drew Fields. There was not further discussion. All voting Yes, the motion carried.

Rex also noted that hiring Todd Audet will be a reimbursable expense.

Motion to authorize Cindy to advertise for the qualifications for the roundabout project at P & G made by Drew Fields. Seconded by Ron Meyers. There was no further discussion. All voting Yes, the motion carried.

The next meeting November meeting will be held 11/20/24 at 3:30 pm and December will be held 12/19/24 at 3:30 pm.

Eric Pohjala motioned to adjourn the meeting. Seconded by Joe Guagenti. There was no further discussion. All voting Yes; the motion carried.

Port Authority of Allen County
02/27/25
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:30 p.m. on February 27, 2025, held in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, Drew Fields, Joe Guagenti, Sam Halker, Ron Meyers and Eric Pohjala

Absent: Paul Swartz

Also present were: Cynthia Leis, President/CEO - AEDG, Dave Stratton, President/CEO Greater Lima Region, and Tracy Hollar, Office Manager

Approval of Minutes

A Motion to approve the Minutes from the January 23, 2025 meeting made by Joe Guagenti. Drew Fields seconded the motion. Ron Meyers abstained. There was no further discussion. All voting Yes, the motion carried.

Financials

Eric Pohjala reviewed the Financials. Eric deferred to the write up regarding the financials sent out prior to the meeting and reported a very quiet month. He stated if there are questions on the financials let him know.

A Motion to approve the January 2025 Financials made by Eric Pohjala. Sam Halker seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Cindy reported on the February expenses. Planned expenses for the month were \$21,559.94 with most items being project expenses. Cindy continues to watch the checking account balance. Cindy informed the Board that in April, \$500,000.00 will be deposited by P&G to begin the work on the roundabout. Eric feels the financials are in good shape and hopefully there will be opportunity for additional projects.

A Motion to approve the monthly expenses for February made by Drew Fields. Paul Swartz seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Cindy noted that the STAR account continues to perform very well.

Phil requested a status report on the Audit that will be coming up in the next few months. Cindy said the compilation report from Rea & Associates will be complete by the end of March and can be reviewed in April. The report will then be filed by May 31st and that action will trigger the audit. Cindy believes the audit will occur sometime mid-summer. Cindy informed the Board that she signed engagement letter with Rea & Associates

Government team to help with policies and procedures to make sure all necessary information is collected. The years that will be audited are 2023 and 2024.

Project Updates

Memorial Hall

Dave gave an update on the Memorial Hall project. He reported the project group is currently working with Option #3 design model. There have been four different options to date. Next steps for this project will include contacting Family Dollar to have conversation to discuss their interest in selling. Dave will also be in conversation with the Century Hotel Group. This group would be interested in managing the operation. He went on to say a challenge with this project is that this building is currently on the historic preservation list. Dave will be asking for assistance to help through the process with the State historic preservation board and also the City historic preservation board. Dave then presented to the Board the drawings of the different options. He stated the reason for working with Option #3 to date is the belief that this option will provide the highest ROI. He then presented additional information for the Option #3 model.

Dave then asked the Board to consider an amount of \$29,500.00 for additional design work with Freytag & Associates. He stated that without this work, the project will be unable to move forward. Additionally, he asked for \$25,000.00 for CEC to help with the historic preservation piece of this project. Dave feels he needs the expertise of CEC to help with the process.

Dave also shared with the Board that the City of Lima has assisted with a Phase 1 environmental study on the Ritchie (Marion) building and Tomlinson building. Dave received the results and will review to make sure there are no large liabilities that would come with purchasing the properties. Dave feels these properties as well as the parking lot that sits between Children's Services and Tomlinson's will be very important to purchase to move this project forward. The parking lot currently belongs to the County. Dave would like to do an option for \$2,000.00/year for five (5) years consecutively for both properties. He was not asking for a motion for this today.

Eric asked if there was any risk in a project such as this. Phil said he believes the State of Ohio wants to make sure the \$10M earmarked for this project does not benefit a private company. Phil sees this property staying in the PAAC's name for a period identified by Matt Huffman. He further sees the PAAC possibly as the developer of this project and then possibly leasing the building to a group such as Century Group to run and they will receive the income stream. Phil believes the PAAC could possibly make income from this project but initially there will be a debt to the PAAC.

Dave did ask Matt Huffman how long the money will be available through the State of Ohio. Matt will be back in touch with that information.

A Motion for the scope of work with Freytag & Associates in the amount of \$29,500.00 for additional design work made by Eric Pohjala. Sam Halker seconded the motion. There was no further discussion. All voting Yes, the motion carried.

A Motion for CEC to assist with the historic preservation process in an amount not to exceed \$25,000.00 made by Joe Guagenti. Ron Meyers seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Rockefeller Lake - Allen County Home

Dave gave an update on the Rockefeller Lake project. Dave reviewed with the Board where the 8.027 acres reside on this property that is already owned by the PAAC and then showed 80 additional acres owned by the County that he wants to purchase and put a TIF around. He then presented the design for this project to show the 120 townhouses and additional single-family dwellings. Dave's hope is to work with the Geyde Development Group. This project will be completed in three (3) phases. Joe Guagenti issued a concern that we did not access local developers for this project. Dave stated he has asked Mike Blass and Steve Doyle and they were not interested in this project.

Perry Industrial Park

Cindy reviewed the progress with the rail project. She and Rex have now executed the purchase sale agreement (PSA) for this project. Rex and Cindy still need to sign the agreement and will do this today. The PSA includes purchasing, almost 40 acres of land located approximately 250 feet on the east side of the rail. Cindy has had conversation with the land owners regarding the land purchase price for this project. Since the railroad was not purchasing all the property, the landowners felt an increase in the cost per acre to \$50,000 would be a reasonable cost. The landowners also want to retain options on the remainder of the property with the PAAC. Cindy stated the PAAC will retain their option to move forward with marketing the remaining property. Cindy then informed the Board that there is interest in a letter of intent the remaining property. She will present this information at the next meeting or call a special meeting if a letter of intent needs to be presented.

A Motion to approve the first amendment to the Hite's option for the increase cost per acre to \$50,000 and match the terms of the other landowners made by Sam Halker. Drew Fields seconded the motion. There was no further discussion. All voting Yes, the motion carried.

A Motion to approve the second amendment for the Reynold's property option to increase cost per acre to \$50,000.00 after June 13, 2025 made by Ron Meyers. Joe Guagenti seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Project BOSC

Cindy gave an update on this project. There is currently a request by the prospect to create a CRA around the project area. This will give an opportunity to provide incentives such as a property tax abatement for this project. There is currently an enterprise zone area in American Township, but a CRA is more suitable for this type of project. BOSC representatives have interest in applying for a 75%, 15-year tax abatement. Because the abatement request is 75%, there will be no need to go through the school board for approval of the abatement, but an additional compensation agreement is being discussed with the school. Currently, there is a renewal levy on the ballot for Elida Schools that desperately needs to be passed so the tax abatement process will be delayed until after the levy is voted on in May. Cindy went on to give an explanation on the difference between a CRA versus tax abatement. A CRA area can be built in phases and the tax abatement can begin on the completion of each phase. On an enterprise zone agreement, the abatement will begin upon completion of the entire project. Also noted was that the County Commissioners will create the CRA. This is not a township responsibility.

Cindy informed the Board that she and Rex met with Jim & Suzie Neighbors regarding the sale of their property for this project. They had their property appraised and presented an appraisal for \$300,000.00 and gave a purchase price of \$600,000.00. Rex drafted a Purchase Sale Agreement for the Neighbors to reviewed.

A Motion to execute a Purchase Sale Agreement with Jim & Suzie Neighbors in the amount of \$600,000.00 for a purchase price for their property by Ron Meyers. Sam Halker seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Gateway Shawnee

Cindy reported on Project Last Mile. There is now a fully executed Purchase Sale Agreement with VanTrust for this project. Cindy said there are still a couple of items that she needs to review with Rex regarding next steps and she will get with him to get this done. Rex said next steps will happen when they are ready to close. To date they have not committed to any job creation therefore there are no incentives to be pursued at this time.

P&G

Cindy reported there is a completed Developer's Agreement for this project between the County Commissioners, the PAAC and P&G. This agreement was approved on 02/13/25. The bid was awarded to Vernon Nagel to provide a design build of a roundabout to service the new warehouse and the manufacturing building on Thayer.

A Motion to hire Vernon Nagel to provide a design build for this project in the amount of \$1.5M made by Joe Guagenti. Sam Halker seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Klay Property

Cindy stated that no action is needed at this time on this project. She reported that she is working with a prospect that would like 10-12 acres of the total acreage. The purchase price is set at \$1,177,000.00 for 33.65 total acres. Currently there is an option cost set at \$35,000.00/ acre. Cindy said this project will go one of two ways. The first option is the prospect could buy the property and develop and build what he wants to build on the 10-12 acres he has an option on. The second option would be for the PAAC to purchase the property and help develop the property and needed road work. Rex feels this would be a good TIF area and Cindy agrees that this would be good property for the PAAC to have options on. Phil asked Cindy to put a plan together for the PAAC to exercise the option to purchase the property if the prospect is not interested in purchasing. Additionally, Cindy will put together maps to present as well.

Gunsmoke

Cindy gave an update on this project. Next steps for this project, according to the OSIP grant agreement, would be to create a PSA to sell the property to Ohio Logistics for \$995,000.00. In turn the PAAC will provide a grant in the amount of \$1M to Ohio Logistics and this will be PAAC'S contribution for the equity. Rex had a conversation with Chuck Bills, Pres/CEO of Ohio Logistics and he's requested the PAAC loan Ohio Logistics \$500,000 at 0% interest for two years for start-up construction cost. Chuck Bills is also pursuing private lending.

Rex said he would begin to create the PSA between the PAAC and Ohio Logistics and then come back to the PAAC for approval.

The next meeting is scheduled for April 27, 2025 at 3:30 pm.

Joe Guagenti motioned to adjourn the meeting. Seconded by Ron Meyers. There was no further discussion. All voting Yes; the motion carried.

Chair

Secretary

Port Authority of Allen County
03/27/25
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:30 p.m. on March 27, 2025, held in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, Drew Fields, Sam Halker, Ron Meyers and Eric Pohjala, and Paul Swartz

Absent: Joe Guagenti

Also present were: Cynthia Leis, President/CEO - AEDG, Dave Stratton, President/CEO Greater Lima Region, Tim Fitzpatrick, Director of Business and Regional Workforce Development and Tracy Hollar, Office Manager

Approval of Minutes

A Motion to approve the Minutes from the February 27, 2025 meeting made by Ron Meyers. Paul Swartz seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Financials

Eric Pohjala reviewed the Financials. Eric deferred the Board to the Financial Summary with the only note being the approval of the receivable amount of \$500,000 for the P&G project on the cashflow sheet. Cindy informed the Board that she heard from Scott Miller, regarding an invoice for approximately \$32,000.00 that was issued to him for farming some of the property that belongs to the Port Authority. Scott said he would not be able to pay the invoice until he receives crop insurance dollars. He may not have the money to the PAAC until May. This is the only income Cindy had planned for the month. She went on to say that cash out is approximately \$106,779 primarily due to an invoice received for the Allen County Home project from Ben's Construction in the amount of \$74,250. There will need to be transfer of funds to cover this amount.

Per discussion with the Finance Committee, Cindy shared there is currently an ICS account with a balance of \$20,243. This account does not have a balance requirement so Cindy asked if she could transfer \$18,000 from that account to the checking account to cover current month expenses. This would prevent the need to access the STAR account.

Phil added he would like to have a policy allowing Cindy and Treasurer of the Board to make necessary transfers instead of having a motion each time money needs to be moved. Rex suggested having the Finance Committee come up with a policy the Board would adopt to manage these types of financial transactions. Phil suggested the policy would allow Cindy and the Treasurer to transfer needed funds throughout the month and report each month the transfers made with the goal of maximizing the interest rates.

Cindy requested to transfer the entire \$18,000 out of the ICS account and take the balance down to \$2,243. Chad King will email the necessary form to Cindy and she and Eric will sign and Cindy will then take the appropriate action to transfer the funds.

A Motion to approve the February 2025 Financials made by Drew Fields. Ron Meyers seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Cindy reported on the March Planned expenses. Planned expenses for the month were \$106,585 with largest expense being Ben's Construction amount of \$74,250.

A Motion to approve the monthly planned expenses for March made by Sam Halker. Paul Swartz seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Phil said he would work on a policy to enable Cindy and the Treasurer to be able to transfer funds between accounts as needed.

A Motion to approve the \$18,000 from the ICS account to the checking account made by Drew Fields. Ron Meyers seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Cindy distributed a packet of land detail the PAAC owns and explained the property details. Cindy explained the properties highlighted in red are not sellable properties and said PAAC does not own a large amount of developable property. She will show optioned properties at next meeting. Phil suggested meeting with Regional Planning and request a map of interesting areas for development so PAAC knows where to put resources.

Project Updates

Perry Industrial Park

Cindy reviewed the progress with the rail project. She and Rex now have an approved and signed purchase sale agreement (PSA) for this project. The rail continues with their due diligence. Cindy has put them in contact with Northwest Title Agency. They met with the landowners and the access agreements are signed for EMH&T. The option amendments are complete and Cindy and Rex continue with conversation regarding the parcel split. The rail would like to avoid the wetland on the property so they may come back with a different layout of the 8-track configuration. They may have a combination of tracks on both the east and west side of the property.

A letter of intent for the remainder of the property at Perry Industrial has been submitted by Thor Equity. Rex and Cindy have engaged in several phone calls regarding this property interest. Thor Equity is a real estate developer interested in obtaining property for data center projects and are currently working with Van Wert on a data center project. AEP brought this lead to Cindy and introduced her to the company. Rex said the Letter of Intent suggests that the interest in this property lies north of the power line and the amount per acre proposed to Thor is \$50,000 per acre for a one (1) year commitment.

Cindy asked the Board make a motion to go into 1-year non-refundable agreement with Thor Equity in the amount of \$50,000 per acre.

A Motion to go into a one (1) year non-refundable agreement at \$50,000 per acre with Thor Equity made by Eric Pohjala. Paul Swartz seconded the motion. There was no further discussion. All voting Yes, the motion carried

Project BOSC

Cindy gave an update on this project. She stated the CRA is only around the project area and said upon completion of the Housing Survey, the County Commissioners will be required to pass a resolution creating the CRA area. This is scheduled to happen within the next two weeks and there will need to be two public notices to complete the process. Once the Elida School levy date is passed, the agreements will be discussed with the school. Vory's, the legal representative for the BOSC project, has requested a CRA for a 75% tax property tax abatement for 15 years. The company is proposing a additional compensation agreement in the amount of \$200,000 per year. There is a utility (water & sewer) discussion under way for this project as well as a traffic study to look at the improvements needed for this project. Additionally, James and Suzie Neighbors are cooperating with selling their home as a part of the project and has a Purchase Sale agreement pending with Project BOSC.

Gateway Shawnee – Project Last Mile

Cindy reported this project is moving along at a good pace. There is currently an executed purchase sale agreement (PSA) for 25 acres at a cost of \$38,000 acre. This company is in their due diligence phase. There was a meeting at AEDG to discuss the need to extend Jay Begg Pkwy. The client is willing to extend the road and dedicate back to the Shawnee township. Additionally, Brion Rhodes and Cindy have been working with the client on a MOU for a traffic study for the anticipated traffic in the surrounding area.

P&G

Cindy just reminded the Board there are currently ODOT and ODOD grants involved with the project. Construction is scheduled to begin this summer with the largest challenge being the management and administration of the grants. Todd Audit, the engineering consultant is managing the project for the PAAC and regularly has construction meetings.

Klay Property

Cindy informed the Board that this property has been eliminated as potential project due to the flood plain identified in the updated FEMA map. Based on the amount of money to get the access road constructed, estimated at \$900,000+, the ROI is not there for additional development beyond Murphy. Murphy Tractor is now looking at property located west of Perry proTech. Cindy is currently waiting on a layout and offer from them.

Gunsmoke

Cindy gave an update on this project. The next step for the project will be to create a Letter of Intent to Purchase Property for Ohio Logistics in the amount of \$995,000 including issuing a note/loan for \$500,000 at 4.5% interest with a balloon payment within two years. The note will be secured by a mortgage that will be subordinate to any private financing. Additionally, the LOI will include the \$1M grant to Ohio Logistics to use for the construction of the (2) 100,000 SF buildings. Eric expressed a concern with loaning money since the PAAC has never done this before.

A Motion to issue a 2-year \$500,000 loan at 4.5% with a balloon payment to be paid in full in 2 years made by Sam Halker. Drew Fields seconded the motion. There was no further discussion. All voting Yes, the Motion carried.

Memorial Hall

Dave gave an overview of the Memorial Hall project. Dave will be giving a tour of Memorial Hall on 04/16/25 to the company representatives currently working with this project. Tuttle is looking at the costing and Freytag will have another preliminary drawing set to consider at that time.

Dave has been in conversation with Family Dollar and they will meet next week to determine what it will take to purchase the property. An asbestos study has been done on the Marion Building and Tomlinson's. Dave wants to know issues in these buildings and consider options for purchase of these buildings as this project moves forward.

Rockefeller Lake - Allen County Home

Dave gave an update on the Rockefeller Lake project. Dave said he met with Bricker Graydon and the Geyde Development Group. They are looking at a TIF for this 8.02 acres at this site as well as a Developer's Agreement with Geyde. Dave said there are ~80 additional acres owned by the county adjacent to the 8.02 acres that the port should consider asking the county to sell to the port for future development. Dave suggested to TIF the 8.02 acres and the additional 80 acres. Dave said there will be more to report as this project moves forward.

The next meeting is scheduled for May 22, 2025 at 3:30 pm.

The meeting was adjourned by Phil Buell.

Port Authority of Allen County
05/1/25
Regular Meeting at AEDG Conference Room

Call to Order and Roll Call

The regular meeting of the Board of Directors of the Port Authority of Allen County was called to order by Phil Buell at 3:30 p.m. on May 1, 2025, held in the Allen Economic Development Group Conference Room.

Participating members were: Phil Buell, Drew Fields, Sam Halker, Ron Meyers, Eric Pohjala, and Joe Guagenti

Absent: Paul Swartz

Also present were: Cynthia Leis, President/CEO - AEDG, Dave Stratton, President/CEO Greater Lima Region, Tim Fitzpatrick, Director of Business and Regional Workforce Development and Tracy Hollar, Office Manager

Approval of Minutes

A Motion to approve the Minutes from the March 27, 2025 meeting made by Drew Fields. Paul Swartz seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Financials

Eric Pohjala reviewed the March Financials and deferred the Board to the Financial Summary provided by Rae 7 Assoc. Cindy informed the Board the P & G \$500,000 check for the Roundabout project was received on 4/18/25.

A Motion to approve the March 2025 Financials made by Eric Pohjala. Joe Guagenti seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Cindy reported on the April Planned expenses. Planned expenses for the month are \$54,592.95. A review of the Cash Flow Projects indicated the monthly expenses are within the planned budget and the cash is available to process the payments.

A Motion to approve the monthly planned expenses for April made by Eric Pohjala. Sam Halker seconded the motion. There was no further discussion. All voting Yes, the motion carried.

Cindy report the 2024 Year-End Report, according to Cody at Rae & Assoc. will be ready for submittal by the due date of 5/31/25 and the submittal will likely trigger the State Audit. A meeting is being schedule with the Rae & Assoc. Governmental team and the PAAC Finance Committee to review the policies, procedures and the 2021 – 2022 audit in preparation for the 2023 – 2024 audit.

PAAC Property Ownership/Optioned

A review of the port owned property was discussed. Some of the property requires on-going maintenance which includes mowing and weed control at the former AC Home, Edco, Commerce and Jay Begg Parkway. Mowing contracts are being reviewed for the most cost effective contractor. In the past, Walter Landscaping has done the mowing but others have been contacted for estimates. Tim Fitzpatrick will contact and review the

estimates and will provide a recommendation on contractors. Phil recommended a weed kill at the Edco property and asked for an estimate to be provided. Cindy reported that land maintenance is expected to be \$1,500 - \$2,000/month during approximately 6 months of mowing and weed control. Land expenses is budget at \$5,000 which is significantly too low and should be adjusted.

Mowing at the Shawnee Industrial Park and pond maintenance is being funded by the SOA. The idea of maintenance agreements for Commerce and Gateway parks were discussed but difficult to enforce once property is sold.

The board would like to further discuss the property ownership and land purchase options to determine where the board should be looking at additional property for ownership or options for future development. A future meeting to be scheduled for that discussion.

Project Updates

Perry Industrial Park

- Progress with the rail expansion project continues with IORY where their due diligence is still underway. IORY team has reported they plan to mitigate the wetlands on the Heitz property. Additionally, they are seeking copies of the pipeline easements, still working on the site layout, and additional property for the grading.
- A Letter of Intent has been executed with Thor Equities on 3/27/25 and a power study is underway with AEP before any further effort is put into the site for future development by Thor.
- Cindy and Tim met with the Township trustees, Regional Planning, AC Engineer on April 11 for a development session to discuss the areas in the township where future development opportunities exist. The trustees would like to see more development on property of SR65/St. Johns around north of Breese as well as by the AC Airport.

Project BOSC

- A CRA application for designation was sent to ODOD by the BOCC on 4/17/25 and awaits the approval.
- A CRA Agreement requesting a 75%, 15-year abatements has been drafted by Vory's, client's legal counsel for review by county prosecutor, John Williamowski and the BOCC. Notification to the school will not happen until approval of the agreement
- School District PILOT (payment of lieu of taxes) is being presented in the amount of an annual payment in the amount of \$250,000/ year to the Elida School District for consideration and could be presented at the next school board meeting on 5/20/25.
- Water service agreement is underway between the City of Lima and the Allen Water District to service and provide needed infrastructure
- Sanitary service agreement is underway between the City of Lima and the AC Sanitary Engineer to treat and provide needed infrastructure
- Roadway Improvements/TIS (traffic impact study) is underway with the client team and the local transportation team made up of AC Engineer, ODOT/District 1, Todd Audet.

Gateway Shawnee – Project Last Mile

- Developer (VanTrust), Engineering Firm (Kimley-Horn), EMH& T and the local team are meeting in May to discuss on-site and off-site improvements necessary for the development

- We are waiting on the survey and legal description so that a lot split can be submitted.
- Jay Begg extension will be the responsibility of the developer and is currently being designed to meet county road specifications. The road once built will be dedicated to Shawnee Township
- Roadway improvements are McClain and Breese are being discussed with the client team who is intending on providing a Traffic Impact Study soon. Grants will need to be investigated to help offset the cost of the impacted roads as client will likely contribute but not fully fund.
- Building permit has not been submitted.

P&G

- Weekly meeting are being held with the selected general contractor, Vernon Nagel, as the lead and ODOT, AC Engineer and Todd Audit. Construction schedule is being coordinated with ODOT and Allen County with the other construction projects on Thayer.
- The roundabout construction is planned for mid-summer with a completion of the roundabout in September.

Klay Property

- Cindy is working with the land owners and the real estate agent to determine other development ideas for the site since a large portion of the site is within a floodplain.

Gunsmoke

- A LOI was received from Ohio Logistics, LTD on 3/31/25 and is being reviewed by Rex Huffman to purchase the 19.89 acres for the project to proceed.
- The board recommend language be added to protect the PAAC in the event the project is not started within one year.
- JobsOhio OSIP was being modifying to removed the loan approval as Ohio Logistics is not interested in pursuing.

Memorial Hall

- Dave toured Memorial Hall on 04/16/25 with company representatives currently working with this project.
- Tuttle is looking at the costing and Freytag will have another preliminary drawing set to consider at that time.
- Dave in conversation with Family Dollar and they will meet next week to determine what it will take to purchase the property.
- Dave is working on landowners (Family Dollar & Tomlinson) to consider options for purchase of these buildings as this project moves forward.

Rockefeller Lake - Allen County Home

- Dave and Cindy are regular meeting with Bricker Graydon and the Geyde Development Group for the purpose of the Developers Agreement/MOU and the TIF.
- ~80 additional acres owned by the county adjacent to the 8.02 acres is still being considered but need to ask the county to sell to the port for future development.
- A day is being planned for the Geyde Development Group to be in Lima for a review of the Rockefeller project and their interest in River Front One.

The meeting was adjourned by Phil Buell.

Port Authority of Allen County
Board of Director Meeting Minutes
May 29, 2025

I. Meeting called to order at 3:30pm

II. Attendance

Phil Buell, Joe Guagenti, Sam Halker, Paul Schwartz, Ron Meyer, Eric Pohjala

III. Minutes from May 1, 2025, were approved. Motion by Ron Meyer, seconded by Paul Schwartz. All Approved

IV. Financials

- April Financials approved. Motion by Eric Pohjala, seconded by Ron Meyer. All Approved.
- May - Planned Expenses approved – Motion by Sam Halker, seconded by Ron Meyer
- Reopening of 2022 - 2023 Year-End Report approved after explanation from Cody Niese.

-Cody noted that in preparation of the 2024 financial statements, it was noted that there was an error relating back to 2022 and 2023. It was determined that through discussions with management, the best approach to addressing the error was to re-open the previously filed 2023 compiled financial and correct the identified error. As a result of the correction of a prior period's financial statements, the auditors may consider it a finding and include the finding in the management letter associated with the audit. If the finding was identified by the auditor, there should be no impact on the operation of the PAAC as it was self-identified and the PAAC is not a recipient of federal funds requiring a single audit. Cody continued presenting on the 2024 compiled financial statements. He indicated the upon approval by the Board, that the 2023 and 2024 financial statement will be uploaded to the Hinkle system.

- Motion by Eric Pohjala, seconded by Joe Guagenti. All approved.
- 2024 Year-end Financial Report approved after explanation from Cody Niese. Motion by Paul Schwartz, seconded by Ron Meyer. All Approved.

V. Project Updates provided in the Director's Report

a. Project Rockefeller Lake

- **Action** – approved non-binding MOU with Geyde Lima, LLC after discussion and explanation from Jeff Harris (Bricker Graydon)
- Motion by Sam Halker, seconded by Joe Guagenti. All approved.

b. Project BOSC/American Township

- **Action** – approved Tetra Tech proposal for conceptual layouts for N. Cole Street Improvements in the amount of \$16,000
- Motion by Ron Meyer, seconded by Paul Schwartz. All Approved

c. Project Last Mile/Gateway Shawnee

- **Action** – approved Tetra Tech for conceptual layouts of McClain and Breese Road improvements in the amount of \$12,000

- Motion by Joe Guagenti, seconded by Sam Halker. All Approved
- d. Procter & Gamble Roundabout
- **Action** – Approved the Vernon Nagel, Inc.” design-builder” contract for construction in the amount of \$1,434,435.50.
 - Motion by Sam Halker, seconded by Ron Meyer. All approved.
 - **Action** – approved an Intergovernmental Agreement between Allegheny County Transportation Improvement District (TID) and the PAAC as recommended by AC Engineer, Brion Rhodes
 - Motion by Joe Guagenti, seconded by Eric Pohjala. All Approved.
- e. Project Murphy
- **Action** - Murfin, Inc. Revised LOI approved to increase cost per acre to \$40,000 to align with other nearby properties and credit the buyer at closing the same rate per acres for the undevelopable acres within the FEMA designated floodplain
 - Motion by Ron Meyer, seconded by Paul Schwartz. All approved.
- f. Project Gunsmoke/Spec Building Project
- **Action** – Approval of the Real Estate Sale Contract, replacing the Letter of Intent, between the PAAC, the seller and Ohio Logistics IV, LTD, the buyer with a purchase price in the amount of \$995,000 pending final review and approval from Rex Huffman.
 - Motion by Ron Meyer, seconded by Eric Pohjala. All approved.
- g. Motion for Executive Session made by Phil Buell, seconded by Eric Pohjala. An executive session was used to discuss the Memorial Hall Project. Entered Executive Session at 4:45, and came out of Executive Session at 5:30pm

VI. Other Business – no other business discussed.

VII. Public Comment – no public comment was entered

VIII. Adjournment – motion by Ron Meyer, seconded by Joe Guagenti.

IX. Next Meeting – June 26 @ 3:30 pm

Port Authority of Allen County
Board of Director Meeting Minutes
June 26, 2025
AEDG Conference Room

I. Meeting called to order at 3:30pm

II. Roll Call – those present are:

Phil Buell, Drew Field, Joe Guagenti, Sam Halker, Ron Meyer, Paul Swartz

III. Minutes from May 29, 2025 - Sam made the motion, and Ron seconded. The motion passed with all in favor.

IV. Financials

- May Financials – Motion made by Drew, seconded by Joe. No discussion. All in favor, motion passed.
- June - Planned Expenses – Motion made by Sam, seconded by Drew. No discussion. All in favor, motion passed.

V. Rae & Associates/Government Services/Jared Cottrell – Recommendations review

- Phil recommended that he, Cindy, Rex, and Jared sit to review Rea & Assoc. recommendations to determine which items would be brought back to the board as policy suggestions.

VI. Vacant Board Position – recommendation of a interested candidate pending receipt of a formal letter of interest and resume will be submitted to the Allen County Commissioners for potential appointment.

VII. Toledo-Lucas County Port Authority Cooperative Agreement – recommendation of approval to submit agreement to the Allen County Board of County Commission to formalize the relationship with the Toledo-Lucas County Port Authority

Motion made by Ron, seconded by Paul. No discussion. All in favor, motion passed.

VIII. Project Updates – See Attached Director’s Report

a. Rockefeller Lake/AC Home

- Update provided with no action at this time.

b. Project BOSC/American Township

- **Action** – Motion authorizing the PAAC Chairman to execute the Cooperative Agreement for Roadwork Improvements between the PAAC and Project BOSC.
- **Discussion** – update provided with CRA language approval by BOCC on 6/24 and notification to school districts made on 6/25. Planned date for final

approval of CRA by BOCC on or after 7/10. A closing date for property purchase will be planned once the other development agreements are approved which includes; Water, Wastewater and Roadwork Improvements.

- A Special Meeting will be required to approve assigning options to BOSC prior to closing on land purchase. Date will be determined.
- **Motion** – tabled until the Special Meeting
- **Vote** – no vote

c. Project Last Mile/Sloane/Gateway Shawnee – update provided, no action.

d. Procter & Gamble Roundabout Project – update provided, no action.

e. Project Murphy

- **Action** – approve the Real Estate Sales Contract dated 6/19/25
- **Discussion** – the agreement language will be reviewed by Port’s legal counsel, Rex Huffman with approval from the Board.
- **Motion** – motion made by Joe, seconded by Ron.
- **Vote** – all in favor.

f. Project Gunsmoke/Spec Building Project

- **Action** – Motion authorizing the PAAC Chairman to execute closing documents with Ohio Logistics IV, LTD
- **Discussion** – agree to move forward with final review and approval of the Port’s legal counsel, Rex Huffman. Real Estate Sale Contract was approved by Chuck Bill’s on 6/25/25 for a fully executed contract.
- **Motion** – Motion made by Drew, seconded by Sam.
- **Vote** – all in favor

- **Action** – motion to approve Capital Lease terms for property and construction.
- **Discussion** – provide term sheet to Ohio Logistics IV, LTD with final review and approval of port’s legal counsel, Rex Huffman
- **Motion** – Motion by Sam, seconded by Paul
- **Vote** – all in favor

g. Memorial Hall Project

- **Action** – Motion to accept the option agreement not to exceed of \$500,000 by seller, G & V Tomlinson, LLD
- **Discussion** – purchase sale agreement was replaced by an option agreement not to exceed \$500,000 with a deposit of \$3,000 for each 3 year renewal.
- **Motion** – Motion made by Joe, seconded by Ron.
- **Vote** – All in favor

h. Perry Industrial Park – Update provided, no action required.

IX. New Business

a. Commerce Parkway/Capps Property

- **Action** – Motion to approve the LOI from PRSM Group for property located at 465 E. Breese Road optioned with owner Norman Capps in the amount of \$3,500,000 for approximately 99.6 acres
- **Discussion** – update provided by Tim Fitzpatrick (AEDG)
- **Motion** – Motion by Paul, seconded by Sam.
- **Vote** – all in favor

b. Ambrose Road Extension/Delphos

- **Action** – Motion to present to the City of Delphos Council a cost share 50/50 proposal to cover the funding gap \$375,000 for the construction of the extension.
- **Discussion** – board members expressed concern about cost sharing with no previous precedent with other entities (public or private).
- **Motion update** – motion tabled. AEDG to provide a proposal for a low-interest rate loan to cover half of the \$375,000 gap (not to exceed \$187,500) for City of Delphos Council or Vanamatic (receiver of grants for a portion of the roadway).

X. Other Business

XI. Public Comment

XII. Adjournment – Motion by Sam, seconded by Joe. All in favor. The next meeting will be August 7.

Port Authority of Allen County
Board of Director Meeting Minutes
July 2, 2025
AEDG Conference Room

I. Meeting called to order at 11:05 am

II. Roll Call – those present are:

Phil Buell, Joe Guagenti, Ron Meyer, Paul Swartz

III. Public Comments

Trisha Gross and Heather Davis attended the meeting. Ms. Gross addressed the board members, expressing concerns about how the construction of the data center would impact on the community. She emphasized the need for transparency as the project progresses, to alleviate fears stemming from rumors and misunderstandings.

Ms. Gross posed two questions to the board members. First, she asked when the public would be informed whether the new data center would be for storage or cloud services, as this information would help the community prepare. Secondly, she inquired about the expected timeline for submitting the conditional use permit applications for work at the Brennaman and Miller sites.

Mr. Buell stated that as the company reaches a certain point, the public will begin to see the transparency that Ms. Gross requested.

IV. Project BOSC

a) Action - Approval of Assignment of Option to Purchase Agreement for seller Brenneman Brothers to Bistrozzi, LLC.

Motion made by Mr. Guagenti, seconded by Mr. Swartz. No discussion. All in favor, motion passed.

b) Action – Approval of Assignment of Option to Purchase Agreement for seller Neff Farms, Inc. to Bistrozzi, LLC.

Motion made by Mr. Meyer, seconded by Mr Guagenti. No discussion. All in favor, motion passed.

c) Action - Approval of Assignment of Option to Purchase Agreement for seller Pike Run Farms, LLC to Bistrozzi, LLC.

Motion made by Mr. Meyer, seconded by Mr. Guagenti. No discussion. All in favor, motion passed.

Port Authority of Allen County
Board of Director Meeting Minutes
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AEDG Conference Room

V. Project Sloane/Last Mile

a) Action - Approval of the First Amendment to Purchase and Sale Contract between the PAAC and VTRE Development LLC.

Motion made by Mr. Swartz, seconded by Mr. Meyer. No discussion. All in favor, motion passed.

VI. Adjournment – Motion by Mr. Meyer, seconded by Mr. Swartz. All in favor. The meeting was adjourned at 11:21 am. The next meeting will be August 7.

Port Authority of Allen County
Board of Directors Meeting Minutes
July 29, 2025
AEDG Conference Room

I. Meeting called to order at 11:05 am

II. Roll Call – Board Members Present:

Phil Buell, Drew Fields, Joe Guagenti, Sam Halker, Ron Meyer, Paul Swartz

III. Public Comments

No public comments were made, but three guests attended the meeting: Brion Rhodes, Allen County Engineer; Rex Huffman, Legal Counsel for the Port Authority; Mackenzi Klemann, Reporter for the Lima News.

IV. Project BOSC – Roadwork Development Agreement with Bistrozzi, LLC.

Rex Huffman provided details about the proposed agreement for Project BOSC, which includes necessary infrastructure improvements, such as upgrades to the water line. An agreement for this project is currently being drafted and was discussed at the recent City Council meeting. A Sanitary Sewer Agreement has already been approved and is awaiting signatures from both BOSC and the County Commissioners.

Currently, there is a Roadway Development Agreements being presented between the Port Authority, the BOSC Team, and the Allen County Commissioners. The agreement involves several intersection improvement projects: a roundabout at the intersection of Beery Road and North Cole Street, which will serve as the main entrance to the BOSC facility; additional roundabouts at Bluelick Road and North Cole Street, State Route 115 and North Cole Street, as well as Diller Road and North Cole Street. In addition, improvements to widening both Cole Street and Bluelick to SR 65 is being considered. The Ohio Department of Transportation (ODOT), District One is in the process of reviewing the need for a roundabout at State Route 115 and North Cole Street.

The total estimated cost for these projects is approximately \$14.5 million. The BOSC Team will deposit this amount into a Port Authority account, which will be used for the designated projects. Of this total, \$2.5 million has been specifically budgeted for the roundabout at Bluelick Road and North Cole Street. Once this roundabout is completed, further improvements on Bluelick Road and State Route 115 will take place, along with an assessment of necessary upgrades for North Cole St. It is possible that the final costs of these projects will be less than the initial budgeted amounts. Right-of-way acquisitions have also been included in the budget in case they are needed for any of the projects. These projects will be dedicated to the County Commissioners upon completion.

Phil Buell asked if it would be acceptable if only 5 of the 6 proposed roadway improvement projects were completed using the \$14.5 million budget. Mr. Huffman responded that they plan to prioritize the projects based on their importance and will allocate the funds

Port Authority of Allen County
Board of Directors Meeting Minutes
July 29, 2025
AEDG Conference Room

accordingly until the budget is exhausted. Awarded grants can also be used to help fund these projects.

Brion Rhodes updated the Board on the various grants he has applied for or is currently applying for to support the roadwork projects.

a) Action - Approval of Roadwork Development Agreement with Bistrozzi LLC

Motion made by Joe Guagenti, seconded by Sam Halker. No discussion. All in favor, motion passed.

- V. Adjournment** – Motion by Paul Swartz, seconded by Ron Meyer. All in favor. The meeting was adjourned at 11:20 am. The next meeting will be August 7.

**Port Authority of Allen County
Board of Director Meeting Minutes
August 7, 2025
AEDG Conference Room**

I. Meeting called to order at 3:30pm

II. Roll Call – those present are:

Phil Buell, Drew Fields, Joe Guagenti, Sam Halker, Paul Swartz

III. Public Comment

Heather Davis and Tricia Gross attended the meeting, where Ms. Davis, a resident of American Townships near the proposed data center, expressed concerns about traffic congestion from new roundabouts. She highlighted that many community members feel excluded from the development process and urged the board to involve impacted citizens in future discussions. She also asked for specific measures to protect their quality of life and assurances that their voices would be heard before any irreversible actions are taken.

Mr. Buell explained that the new roundabouts are designed to improve traffic flow once completed and expressed that there will be public comment periods when these projects are proposed. Mrs. Leis mentioned that roadway construction will begin immediately and not be over the course of many years but be phased out to accommodate the construction of the data center. She emphasized that the roundabout at Beery and Cole Road will be prioritized for access to the data center, while the North Cole and Route 115 roundabout will follow, as most construction equipment will arrive via U.S. 30. Additionally, the third and fourth roundabouts will be at the intersections of Bluelick and Cole, and Diller and Cole. She concluded by stating that, ultimately, the changes will make the area more accessible and safer for the public.

IV. Minutes from June 26, 2025 – Mr. Guagenti made the motion, and Mr. Fields seconded. The motion passed with all in favor.

V. Minutes from July 3, 2025 Special Meeting – A correction was proposed to update the minutes date to July 3, along with changes to the public comment section. Mr. Guagenti made the motion, and Mr. Swartz seconded. The motion passed with all in favor.

VI. Minutes from July 29, 2025 – Mr. Fields made the motion, and Mr. Guagenti seconded. The motion passed with all in favor.

VII. Financials

- June Financials – Motion made by Mr. Fields, seconded by Mr. Guagenti. All in favor, motion passed.

- July Planned Expenses – The board will meet with Rex Huffman in August to discuss compliance with the Ohio Revised Code and prepare for audits. Cindy noted that adjustments may be needed for expenditures of grants and reimbursable funds. Motion made by Mr. Fields, seconded by Mr. Guagenti. No discussion. All in favor, motion passed.

Port Authority of Allen County
Board of Director Meeting Minutes
August 7, 2025
AEDG Conference Room

VIII. Vacant Board Position –Allen County Commissioners appointed Tim Buit as a new board member on August 5, completing our seven-member board.

IX. Project Updates – See Attached Director’s Report

a. Project BOSCAmerican Township

- No action required.

b. Project Last Mile/Sloane/Gateway Shawnee – update provided.

- **Action 1** – Recommending a motion authorizing the PAAC Chairman to approval the Development Agreement between Port Authority, VTRE Development, LLC and the County upon the final review and approval of the port’s legal counsel, Rex Huffman.
- **Motion** – Motion made by Mr. Fields, seconded by Mr. Guagenti.
- **Vote** – All in favor

- **Action 2** – Recommending a motion authorizing the PAAC Chairman to approve the Storm Water Drainage and Detention Easement Agreement and Restrictions with the company, “Grantee”, and Randall Bearings upon the final review and approval of the port’s legal counsel, Rex Huffman.
- **Discussion** – Tabled for next meeting to be further reviewed.

c. Procter & Gamble Roundabout Project

- **Action 1** – Recommending a motion authorizing the approval of transferring \$1,385,518.48 from the Star account to make the first payment to Vernon Nagel Inc for the work they have completed on the P&G Roundabout.
- **Motion** – Motion made by Mr. Guagenti, seconded by Mr. Fields.
- **Vote** – All in favor

- **Action 2** – Recommending a motion authorizing the approval of payment of \$1,385,518.48 to Vernon Nagel Inc. for the work they have completed on the P&G Roundabout.
- **Motion** – Motion made by Mr. Guagenti, seconded by Mr. Fields.
- **Vote** – All in favor

d. Project Murphy

- No action required.

e. Project Gunsmoke/Spec Building Project (Ohio Logistics)

- **Action** – Recommending a motion authorizing the PAAC Chairman to execute the Capital Lease Agreements upon the final review and approval of the port’s legal counsel, Rex Huffman.
- **Motion** – Motion made by Mr. Fields, seconded by Mr. Guagenti.
- **Vote** – All in favor

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- f. Memorial Hall Project – update provided.
- **Action** – Recommending a motion to the proposal from CEC to perform Phase II Assessment Activity, Asbestos Containing Material, and Universal Waste Surveys at the Tomlinson Motor Property located at 213 S. Elizabeth Street, Lima, Ohio, in the amount of \$30,000.
 - **Motion** – Motion made by Mr. Guagenti, seconded by Mr. Fields.
 - **Vote** – All in favor
 -
 - **Action** - Recommending a motion to accept the Terms of Engagement with Bricker Graydon according to the compensation fee for Legal Services
 - **Motion** – Motion made by Mr. Guagenti, seconded by Mr. Fields.
 - **Vote** – All in favor

X. New Business

a. Klay Property Option

- **Action** – Recommending a motion to exercise the First Renewal Option Term for a 1-year period and deliver an additional sum of \$1,000 for the first renewal option payment.
- **Motion** – Motion made by Mr. Guagenti, seconded by Mr. Fields.
- **Vote** – All in favor

b. Ambrose Road Extension/Delphos

- No action required.

XI. Other Business

a. Cira Property

- **Action** – Recommending a motion to propose an amendment to the first amendment to the option to purchase agreement
- **Discussion** – We aim to align their cost per acre with Heitz’s and Reynold's by increasing the purchase price to \$38,000 per acre. The term starts on June 13, 2026, with the option for a first renewal period extension.
- **Motion** – Motion made by Mr. Fields, seconded by Mr. Guagenti. Mr. Buell will sign the option.
- **Vote** – All in favor

- XII. Adjournment** – Motion by Mr. Halker, seconded by Mr. Swarts. All in favor. The next meeting will be on August 28.

Port Authority of Allen County
Board of Directors Meeting Minutes
August 28, 2025
AEDG Conference Room

- I. **Meeting called to order at 3:30pm**
- II. **Roll Call – those present are:** Phil Buell; Drew Fields; Joe Guagenti; Ron Meyer; Tim Buit; Rex Huffman
- III. **Public Comment**
There were no public comments.
- IV. **Minutes** from August 7, 2025 – Motion to approve the August 7, 2025 minutes made by Mr. Guagenti, and seconded by Mr. Fields. The motion passed with all in favor.
- V. **Financials**
 - **July Financials** – Motion to approve the July financials made by Mr. Meyer, and seconded by Mr. Fields. No discussion. All in favor, motion passed.
 - **August Planned Expenses** – Motion to approve the August planned expenses made by Mr. Guagenti, and seconded by Mr. Meyer. No discussion. All in favor, motion passed.
- VI. **New Board Member – Tim Buit** – Tim Buit was sworn in as a new board member on August 28 by Teri Silone, completing the seven-member board.
- VII. **Treasurer/Secretary Election** – Tim Buit was appointed as Treasurer/Secretary of the Board. Motion to approve Tim Buit as Treasurer/Secretary of the Board made by Mr. Meyer, and seconded by Mr. Fields.
- VIII. **Vice Chair Election** – Drew Fields was appointed as Vice Chair of the Board. Motion to approve Drew Field as Vice Chair of the Board made by Mr. Guagenti, and seconded by Mr. Meyer.
- IX. **New Public Funds Agreement** – Motion to approve a new agreement to maintain the current Citizens National Bank ICS account. The motion was made by Mr. Fields and seconded by Mr. Meyer.
- X. **Compliance Update** – Mrs. Leis informed the Board that they are undergoing an AUP audit, and she is currently working on sending the necessary information to the auditor.
- XI. **Project Updates – See Attached Director’s Report**
 - a. **Project BOSCAmerican Township** – Mrs. Leis provided an update.
 - No action required.

Port Authority of Allen County
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- b. **Project Last Mile/Sloane/Gateway Shawnee** – Mrs. Leis provided an update.
 - **Action** – Recommending a motion authorizing Argus Consulting in the amount not to exceed \$4,700 to perform work associated with a Tax Increment Financing (TIF) analysis as a tool to assist in funding needed roadwork improvements on Commerce Parkway, McClain, and Breese Road.
 - **Motion** – Motion made by Mr. Fields and seconded by Mr. Meyer.
 - **Vote** – All in favor; motion passed.

- c. **Procter & Gamble Roundabout Project** – Mrs. Leis provided an update.
 - No action required

- d. **Project Murphy** – Mrs. Leis provided an update.
 - No action required.

- e. **Project Gunsmoke/Spec Building Project (Ohio Logistics)** – Mrs. Leis provided an update.
 - No action required.

- f. **Project PRSM** – Dr. Fitzpatrick provided an update.
 - **Action** – Recommending a motion to execute the Addendum to Original Letter of Intent to Purchase 465 East Breese Road extending the Due Diligence from two (2) additional thirty (30)-day periods to up to five (5) thirty (30)-day periods and the clarification of exclusivity period for sixty (60) days for the date of each extension periods.
 - **Motion** – Motion made by Mr. Guagenti and seconded by Mr. Fields.
 - **Vote** – All in favor; motion passed.

- g. **Memorial Hall Project** – Mr. Stratton provided an update.
 - No action required

- h. **Lakeview Farms/Novus Foods** – Mrs. Leis provided an update.
 - No action required.

- XII. New Business** – There was no new business to discuss.

- XIII. Other Business** – There was no other business to discuss.

- XIV. Adjournment** – Motion to adjourn the meeting made by Mr. Fields and seconded by Mr. Meyer. All in favor. The meeting was adjourned at 4:45 p.m. The next meeting will be on September 25.

Port Authority of Allen County
Board of Directors Meeting Minutes
September 25, 2025
AEDG Conference Room

I. Meeting called to order at 3:30pm

II. Roll Call – those present are: Phil Buell; Drew Fields; Sam Halker; Ron Meyer; Rex Huffman

III. Public Comment

There were no public comments.

IV. Minutes from August 28, 2025 – Motion to approve the August 28, 2025 minutes made by Mr. Halker, and seconded by Mr. Meyer. The motion passed with all in favor.

V. Financials

- **August Financials** – Motion to approve the August financials made by Mr. Fields, and seconded by Mr. Meyer. No discussion. All in favor, motion passed.
- **September Planned Expenses** – Motion to approve the September planned expenses made by Mr. Meyer, and seconded by Mr. Halker. No discussion. All in favor, motion passed.

VI. 2025 Budget Revisions

- Cindy Leis proposed a motion to increase the Legal Fees line item by \$40,000 and the Project Expenses line item by \$40,000. Motion to approve these recommendations made by Mr. Fields, and seconded by Mr. Meyer.

VII. Project Updates

a. Project BOSCO/American Township – Mrs. Leis provided an update.

- No action required.

b. Project Last Mile/Sloane/Gateway Shawnee – Mrs. Leis provided an update.

- **Action** – Recommending a motion authorizing approval of the Second Amendment to the Purchase and Sale Contract between the Port Authority of Allen County and VTRE Development, LLC, terminating a portion (approximately ~ 24.58 acres) of land included in the Farm Lease with Scot Miller as part of Parcel #46-1300-004-001.005 for the sale of the property to VTRE Development, LLC.
- **Motion** – Motion made by Mr. Halker and seconded by Mr. Fields.
- **Vote** – All in favor; motion passed.

- **Action** – Recommending a motion authorizing the 30-day notification to Miller Transport/Scot Miller terminating a portion (~24.58 acres) of the Farm Lease on Parcel #46-1300-04-001.005 for the sale of the property to VTRE Development, LLC.
- **Motion** – Motion made by Mr. Meyer and seconded by Mr. Halker.
- **Vote** – All in favor; motion passed.

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- **Action** – Recommending a motion authorizing the board chair to approve the Development Agreement between the PAAC and VTRE Development, LLC.
 - **Motion** – Motion made by Mr. Halker and seconded by Mr. Fields.
 - **Vote** – All in favor; motion passed.

 - **Action** – Recommending a motion authorizing the board chair to approve the Stormwater Drainage and Retention Easement Agreement and Restrictions between the PAAC (Grantor) and the (Grantee) pending Mr. Huffman’s review.
 - **Motion** – Motion made by Mr. Meyer and seconded by Mr. Fields.
 - **Vote** – All in favor; motion passed.
- c. **Procter & Gamble Roundabout Project** – Mrs. Leis provided an update.
- No action required
- d. **Project Murphy** – Mrs. Leis provided an update.
- No action required.
- e. **Project Gunsmoke/Spec Building Project (Ohio Logistics)** – Mrs. Leis provided an update.
- No action required.
- f. **Project PRSM** – Mrs. Leis provided an update.
- **Action** – Recommending a motion to approve the Agreement for Assignment of Option Contract where the PAAC Option to Purchase Agreement dated 2/20/23 with Norman B. Capps and Charlotte R. Capps, is assigned to the PRSM Group, the potential buyer.
 - **Motion** – Motion made by Mr. Fields and seconded by Mr. Halker.
 - **Vote** – All in favor; motion passed.
- g. **Memorial Hall Project** – Dave Stratton provided an update.
- No action required
- h. **Lakeview Farms/Novus Foods** – Mrs. Leis provided an update.
- **Action** – Recommending a motion to approve the execution of the Capital Lease financing agreements with Novus Foods, LLC.
 - **Motion** – Motion made by Mr. Meyer and seconded by Mr. Fields.
 - **Vote** – All in favor; motion passed.
- i. **Ambrose Road Extension Project**
- **Action** – Recommending a motion to provide a cost share with the City of Delphos on funding the estimated \$325,000 gap to construct the extension to Gressel Drive, where the PAAC will provide 50% (\$162,500) and the City will match the contribution.
 - **Motion** – Motion made by Mr. Meyer and seconded by Mr. Fields.
 - **Vote** – All in favor; motion passed.

Port Authority of Allen County
Board of Directors Meeting Minutes
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AEDG Conference Room

- **Action** – Recommending a motion to approve a loan to the City of Delphos to cover their share of the financing gap for the Ambrose Road extension. The loan amount is \$162,500, with two repayment options: either a term of up to 5 years at an interest rate of 3.0% or a term of up to 10 years at an interest rate of 4.5%.
- **Discussion:** It was recommended to include in the contract that if the City of Delphos receives funding for the project, it must use that funding to help repay the loan.
- **Motion** – Motion made by Mr. Halker and seconded by Mr. Meyer.
- **Vote** – All in favor; motion passed.

VIII. New Business

- a. **Spencerville Train Depot** – Mrs. Leis informed the Board that they are exploring options for the Spencerville Train Depot, including the possibility of donating the building to the Shawnee Historical Society.

IX. Other Business – There was no other business to discuss.

- X. Adjournment** – Motion to adjourn the meeting made by Mr. Fields and seconded by Mr. Meyer. All in favor. The meeting was adjourned at 4:55 p.m. The next meeting will be on October 23, 2025.

Port Authority of Allen County
Board of Directors Meeting Minutes
October 23, 2025
AEDG Conference Room

- I. Meeting called to order at 3:30pm by Vice Chair, Drew Fields**
- II. Roll Call – Board Members present:** Tim Buit, Drew Fields, Joe Gaugenti, Sam Halker, Ron Meyer; Paul Swartz. Absent; Phil Buell
Others present – AEDG Staff - Cindy Leis, Tim Fitzpatrick, Jena Shafer. GLR - Dave Stratton
Guests - Mike Caprella
- III. Public Comment**
There were no public comments.
- IV. Minutes** from September 25, 2025 – Motion to approve the September 25, 2025 minutes made by Mr. Meyer, and seconded by Mr. Buit. The motion passed with all in favor.
- V. Financials**
- **September Financials** – Motion to approve the September financials made by Mr. Meyer, and seconded by Mr. Buit. No discussion. All in favor, motion passed.
 - **October Planned Expenses** – Motion to approve the October planned expenses made by Mr. Buit, and seconded by Mr. Guagenti. No discussion. All in favor, motion passed.
- VI. 2023-2024 AUP Report**
- The AUP Report was shared with the board. It received a clean audit along with several recommendations. The PAAC will collaborate with Rea and Associates to implement the recommendations provided.
- VII. Executive Session**
- **Sale of Real Estate** – Motion to go into executive session made by Mr. Meyer, and seconded by Mr. Buit. The board exited the executive session at 4:22 PM.
- VIII. Project Updates**
- a. Project BOSCAmerican Township** – Mrs. Leis provided an update.
- **Action** – Recommending a motion authorizing the Board Chair or Board Vice Chair to sign the James & Suzanne Neighbors Real Estate Sale and Purchase Contract whereas when the Port Authority closes the Port Authority will assign the purchase contract to Bistrozzi Inc.
 - **Motion** – Motion made by Mr. Meyer and seconded by Mr. Buit.
 - **Vote** – All in favor; motion passed.
- b. Project Last Mile/Sloane/Gateway Shawnee** – Mrs. Leis provided an update.
- **Action** – Recommending a motion authorizing the Board Chair or Vice Chair to execute the closing documents for the sale of the property to VTRE, Inc. for Project Sloane

Port Authority of Allen County
Board of Directors Meeting Minutes
October 23, 2025
AEDG Conference Room

- **Motion** – Motion made by Mr. Meyer and seconded by Mr. Guagenti.
 - **Vote** – All in favor; motion passed.
- c. **Perry Industrial Park – Nick & Lisa Heitz Option Agreement**
- **Action** – Recommending a motion to extend the term of the Option for a three (3) year period (the “First Renewal Option Term”), deliver a written notice to that effect to Seller prior to the expiration of the Initial Option Term, and concurrently, deliver to Seller an additional sum of Five Thousand Dollars (\$5000.00).
 - **Motion** – Motion made by Mr. Meyer and seconded by Mr. Guagenti.
 - **Vote** – All in favor; motion passed.
- d. **Procter & Gamble Roundabout Project** – Cindy Leis provided an update.
- No action required
- e. **Project Murphy** – Cindy Leis provided an update.
- No action required.
- f. **Project Gunsmoke/Spec Building Project (Ohio Logistics)** – Cindy Leis provided an update.
- No action required.
- g. **Project PRSM** – Cindy Leis provided an update.
- No action required.
- h. **Memorial Hall Project** – Cindy Leis provided an update.
- No action required.
- i. **Lakeview Farms/Novus Foods** – Cindy Leis provided an update.
- No action required.
- j. **Ambrose Road Extension Project** – Cindy Leis provided an update.
- No action required.
- IX. New Business** – There was no new business to discuss.
- X. Other Business** – There was no other business to discuss.
- XI. Adjournment** – Motion to adjourn the meeting made by Mr. Meyer and seconded by Mr. Buit. All in favor. The meeting was adjourned at 4:45 PM. The next meeting will be on November 20, 2025.

Port Authority of Allen County
Board of Directors Meeting Minutes
November 20, 2025
AEDG Conference Room

- I. **Meeting called to order at 3:30 pm by Chairman Phil Buell**

- II. **Roll Call – Board Members present:** Phil Buell, Drew Fields, Joe Guagenti, Sam Halker, Ron Meyer, Paul Swartz, Tim Buit; **Board Members Absent:** N/A; **Others present:** AEDG Staff - Cindy Leis, Jena Shafer; GLR Staff - Dave Stratton; Legal Council – Rex Huffman

- III. **Public Comment**
There were no public comments.

- IV. **Minutes** from October 25, 2025 – Motion to approve the October 25, 2025 minutes made by Mr. Guagenti, and seconded by Mr. Swartz. The motion passed with all in favor.

- V. **Financials**
 - **October Financials** – Motion to approve the October financials made by Mr. Meyer, and seconded by Mr. Halker. No discussion. All in favor, motion passed.

 - **November Planned Expenses** – Motion to approve the November planned expenses made by Mr. Guagenti, and seconded by Mr. Halker. No discussion. All in favor, motion passed.

- VI. **Project Updates**
 - a. **Project BOSC/American Township**
 - **Discussion** – Mrs. Leis provided an update.
 - No action required.

 - b. **Project Amazon**
 - **Discussion** – Jay Begg Parkway Extension Project – Inspection Services required by AC Engineer during construction; Proposal provided by Bockrath & Associates in the amount Not-to-Exceed \$45,238.50.
 - **Action** – Recommending a motion to accept the Price Proposal from Bockrath & Associates in the amount not to exceed \$45,238.50 for the on-site inspection of the Jay Begg extension.
 - **Motion** – Motion made by Mr. Guagenti and seconded by Mr. Swartz.
 - **Vote** – All in favor; motion passed.

 - c. **Proctor & Gamble Roundabout Project**
 - **Discussion** – Amendment to the ODOD Grant Request.
 - **Action** – Recommending a motion authorizing the Executive Director to submit an amendment request to ODOD for remaining funds to be transfer from the initial Roundabout project to the Thayer Road widening project from Reservoir Road to SR309

contingent upon P & G approving to fund a portion of their \$500,000 contributed estimated at \$93,182 to the required 20% match (\$500,000) needed by Allen County Engineer who has secured a \$2 million federal grant from the County Engineering Association of Ohio through ODOT's Surface Transportation Program with the remaining match being funded by 629 and PAAC unused funds.

- **Motion** – Motion made by Mr. Guagenti and seconded by Mr. Meyer.
- **Vote** – All in favor; motion passed.

d. Project Murphy

- **Discussion** – Amendment to the Real Estate Sales Contract: Real Estate Sale Contract effective date 9/3/25 with 70 days of due diligence, expired on 11/13/25; New amendment to Real Estate Sales Contract submitted on 11/11/25.
- **Action** - Recommending a motion to reaffirm the amendment request on 11/11/25 with Murfin, Inc. extending the due diligence from 70 days to 100 days.
- **Motion** – Motion made by Mr. Fields and seconded by Mr. Halker.
- **Vote** – All in favor; motion passed.

e. Project Ohio Logistics

- **Discussion** – Promissory Note and Mortgage for the \$500,000 loan; capital lease agreements.
- **Action** – Recommending a motion approving the Port Board Chair to sign the Lease Agreement, Ground Sublease, and Construction Manager Agreement.
- **Motion** – Motion made by Mr. Fields and seconded by Mr. Swartz.
- **Vote** – All in favor; motion passed.

f. Project PRSM

- **Discussion** – Agreement for Assignment of Option Contracts.
- **Action** – Recommending a motion to execute the Agreement for Assignment of Option Contracts pending Rex Huffman's final review.
- **Motion** – Motion made by Mr. Guagenti and seconded by Mr. Fields.
- **Vote** – All in favor; motion passed.

g. Ambrose Road Extension Project

- **Discussion** – Promissory Fixed Rate Note with the City of Delphos to fund 50% of the funding gap of \$350,000 to construct the extension.
- **Action** – Recommending the Port Authority enter into an Intergovernmental Agreement with the City of Delphos whereas the City will reimburse their cost share in the sum of \$162,500 pursuant to the terms of the Promissory Note.
- **Motion** – Motion made by Mr. Guagenti and seconded by Mr. Meyer.
- **Vote** – All in favor; motion passed. U89

h. Novus Foods

- **Discussion** – Capital Lease Agreements
- **Action** – Recommending a motion approving the Port Board Chair to sign the Lease Agreement, Ground Sublease, and Construction Manager Agreement.
- **Motion** – Motion made by Mr. Halker and seconded by Mr. Meyer.
- **Vote** – All in favor; motion passed.

i. Memorial Hall Project

- **Discussion** – Allen County, Ohio: Transfer of Real Property
- **Action** – Recommending approval of Resolution 2025-112025-2 authorizing the Executive Director or other Authorized Officer of the Port Authority of Allen County to accept the transfer of Real Property located on 130 West Elm Street in the City of Lima.
- **Motion** – Motion made by Mr. Fields and seconded by Mr. Meyer.
- **Vote** – All in favor; motion passed.

- **Discussion** – Allen County, Ohio: State of Ohio Grant Funds
- **Action** – Recommending approval of Resolution 2025-112025-1 authorizing the execution of assignment of State of Ohio One Time Strategic Community Investment Grant Funds from Allen County, Ohio, to the Port Authority of Allen County and authorizing the Port Authority of Allen County board chair to sign the Assignment and Assumption of Grant Agreement.
- **Motion** – Motion made by Mr. Fields and seconded by Mr. Guagenti.
- **Vote** – All in favor; motion passed.

- **Discussion** – Initiating the process for procurement for design professional services, consultant services, and construction manager at risk services.
- **Action** – Recommending approval of Resolution 2025-112025-3 authorizing the processes to procure design professional services, various consultant services, and construction manager at risk services for the Memorial Hall Project.
- **Motion** – Motion made by Mr. Meyer and seconded by Mr. Fields.
- **Vote** – All in favor; motion passed.

VII. New Business

a. Bid-Express License

- **Discussion** – License Fee: \$2,250; DGL proposal to provide bid posting services in the amount of \$5,000.
- **Action** – Recommending a motion to approve the Bid-Express annual registration fee of \$2,250 and to approve the proposal from DGL for services related to posting requests for RFQs or bids, monitoring the active requests, reviewing the project bids, and making recommendations of awards.
- **Motion** – Motion made by Mr. Guagenti and seconded by Mr. Fields.
- **Vote** – All in favor; motion passed.

b. Brownfield Grant Applications

- **Discussion** – Next round of funding for the \$1 million set-aside for each Ohio County deadline schedule for 12/5/25; Proposed sites and application.
- **Action** – Recommending a motion to pursue the \$1 million Brownfield grant, less \$90,000, the County Land Bank has identified for project funds as set-aside funds for Allen County.
- **Motion** – Motion made by Mr. Fields and seconded by Mr. Halker.
- **Vote** – All in favor; motion passed.

c. Cooperative Agreement

- **Discussion** – Agreement between the Toledo-Lucas County Port Authority and the Allen County Board of County Commissioners.
- No action required.

d. Lima Towers Project

- **Discussion** – Resolution passed on 11/20/25 by the Allen County BOCC for the issuance by the Toledo-Lucas County Port Authority of not to exceed \$25 million Multifamily Housing Revenue Obligation Series 2025 bonds for the acquisition and renovations of the Lima Towns; Consulted with Port Authority of Allen County on project and issuance of the bonds.
- No action required.

VIII. Other Business – There was no other business to discuss.

IX. Adjournment – Motion to adjourn the meeting made by Mr. Meyer and seconded by Mr. Buit. All in favor. The meeting was adjourned at 5:10 PM. The next meeting will be on Wednesday, December 17, 2025.

**Port Authority of Allen County
Board of Directors Meeting Minutes
February 13, 2026
AEDG Conference Room**

- I. Meeting called to order at 1:30 pm by Phil Buell.**
- II. Roll Call – Board Members present:** Phil Buell, Drew Fields, Joe Guagenti, Ron Meyer, Tim Buit; **Board Members Absent:** Sam Halker, Paul Swartz. **Others present:** AEDG Staff – Cindy Leis, Jena Shafer; GLR Staff - Dave Stratton; Legal Consultants - Rex Huffman, Leah Thorsen, Joe Riley; Media – Mackenzi Kleman
- III. Public Comment**
There were no public comments.
- IV. Minutes** from January 22, 2026 meeting – Motion to approve the January 22, 2026 minutes made by Mr. Buit, and seconded by Mr. Fields. The motion passed with all in favor.
- V. Memorial Hall Project**
- **Discussion:** The review committee ranked Freytag & Associates as the top design professional following an RFQ/RFP process. The board approved authorizing negotiation and execution of a schematic-design agreement not to exceed \$565,500. This phase is needed to meet the May 15 schematic deadline and determine project feasibility.
 - **Action:** Recommending the board to approve authorizing the negotiation and execution of an agreement with Freytag & Associates, Inc. for the Memorial Hall Project not to exceed \$565,500.
 - **Motion:** Motion to approve the authorization of the negotiation and execution of an agreement with Freytag & Associates, Inc. for the Memorial Hall Project not to exceed \$565,500 made by Mr. Fields, and seconded by Mr. Meyer. All in favor, motion passed.

 - **Discussion:** Weigand Construction was selected as the best-value CMR based on scoring, cost, and commitment to local labor. The board approved negotiating and executing a pre-construction agreement not to exceed \$10,000 for schematic-phase services. This aligns with the design timeline needed for cost estimating in late May.
 - **Action:** Recommending the board to approve the selection of Weigand Construction Co. Inc. as the best value Construction Manager at Risk for the Memorial Hall Project and authorizing negotiation and execution of an agreement for preconstruction services not to exceed \$10,000.
 - **Motion:** Motion to approve the selection of Weigand Construction Co. Inc. as the best value Construction Manager at Risk for the Memorial Hall Project and authorizing negotiation and execution of an agreement for preconstruction services not to exceed \$10,000 made by Mr. Meyer, and seconded by Mr. Buit. All in favor, motion passed.

VI. Project BOSCO

a. James & Suzanne Neighbors

- **Discussion:** Environmental studies are complete, and the Port will assign its purchase contract for the Neighbors' property to Vesttrozzi LLC. Closing is scheduled for the afternoon of February 13.
- **Action:** Recommending the board to approve the execution of the Assignment & Assumption of Real Estate Sale and Purchase Contract to Bistrozzi LLC.
- **Motion:** Motion to approve the execution of the Assignment & Assumption of Real Estate Sale and Purchase Contract to Bistrozzi LLC made by Mr. Fields, and seconded by Mr. Meyer. All in favor, motion passed.

b. North Cole Road Roundabouts Design Build Project

- **Discussion:** Three firms submitted qualifications for the design-build roundabout project; two were responsive and ranked by the committee. The board approved the ranking and authorized inviting the qualified firms to submit RFPs due February 27. This is the first step toward delivering the State Route 65/Cole and Cole/Blue Lick roundabouts.
- **Action:** Recommending the board to approve the shortlist ranking the Request for Qualifications (RFQs) received on 1/30/26 and ranked by committee on 2/6/26, and inviting the qualified firms to submit a Request for Proposal (RFP) due on 2/27/26.
- **Motion:** Motion to approve the shortlist ranking the Request for Qualifications (RFQs) received on 1/30/26 and ranked by committee on 2/6/26, and inviting the qualified firms to submit a Request for Proposal (RFP) due on 2/27/26 made by Mr. Fields, and seconded by Mr. Guagenti. All in favor, motion passed.

VII. Amazon Project

- **Action:** Recommending approval to enter into a Construction Agreement with Miller Brothers Construction Inc. not to exceed \$20,000 to remove excess soil for the extension of Jay Begg Parkway and to store the soil on the existing dirt pile.
- **Motion:** Motion to approve entering into a Construction Agreement with Miller Brothers Construction Inc., not to exceed \$20,000, to remove excess soil for the extension of Jay Begg Parkway and to store the soil on the existing dirt pile made by Mr. Meyer and seconded by Mr. Fields. All in favor, motion passed.
- **Action:** Recommending approval to enter into a Reimbursement Agreement with VTRE Development LLC to reimburse the Port Authority not to exceed \$30,000 for expenses associated with the moving and storing of excess soil being performed by Miller Brothers Construction Inc. from the Jay Begg Parkway extension, including Port Authority expenses, including legal and administrative expenses.
- **Motion:** Motion to approve entering into a Reimbursement Agreement with VTRE Development LLC to reimburse the Port Authority not to exceed \$30,000 for expenses associated with the moving and storing of excess soil being performed by Miller Brothers Construction Inc. from the Jay Begg Parkway extension, including Port Authority expenses, including legal and administrative expenses made by Mr. Fields and seconded by Mr. Meyer. All in favor, motion passed.

VIII. Ambrose Road Extension Project

- **Discussion:** The subcommittee reviewed two proposals for the project and determined that only Vernon Nagel submitted a bid within the available \$850,000 budget, coming in at \$781,353.
- **Action:** Recommending the board to approve authorizing the ranking of the RFPs received via Bid-Express on 2/3/26 and authorizing the execution of an agreement with Vernon Nagel Incorporated, not to exceed \$785,000.
- **Motion:** Motion to approve the authorization of the ranking of the RFPs received via Bid-Express on 2/3/26 and authorizing the execution of an agreement with Vernon Nagel Incorporated, not to exceed \$785,000, made by Mr. Guagenti, and seconded by Mr. Meyer. All in favor, motion passed.

IX. Murfin Inc./Murphy Tractor Project

- **Discussion:** Murphy Tractor is moving forward with the purchase of 15.838 acres on Commerce Parkway at a rate of \$40,000 per acre, with a price adjustment applied for several acres of non-developable floodplain. The board reviewed the terms and authorized the chair to execute all closing documents once finalized.
- **Action:** Recommending the board to authorize the board chair or vice chair to execute the closing documents with Murfin, Inc. for the purchase of 15.838 acres as part of parcel 47-1800-02-010.000
- **Motion:** Motion to approve the authorization of the board chair or vice chair to execute the closing documents with Murfin, Inc. for the purchase of 15.838 acres as part of parcel 47-1800-02-010.000 made by Mr. Fields, and seconded by Mr. Meyer. All in favor, motion passed.

X. New Business – There was no other business to discuss.

XI. Other Business – There was no other business to discuss.

XII. Adjournment – Motion to adjourn the meeting made by Mr. Fields and seconded by Mr. Meyer. All in favor. The meeting was adjourned at 2:30 PM. The next meeting will be on Thursday, February 26, 2026.

**Port Authority of Allen County
Board of Directors Meeting Minutes
February 26, 2026
AEDG Conference Room**

- I. Meeting called to order at 3:30 pm by Phil Buell.**
- II. Roll Call – Board Members present:** Phil Buell, Drew Fields, Joe Guagenti, Tim Buit; **Board Members Absent:** Sam Halker, Ron Meyer, Paul Swartz. **Others present:** AEDG Staff – Cindy Leis, Jena Shafer; GLR Staff - Dave Stratton; Legal Consultant - Rex Huffman
- III. Public Comment**
There were no public comments.
- IV. Minutes** from February 13, 2026 meeting – Motion to approve the February 13, 2026 minutes made by Mr. Guagenti, and seconded by Mr. Fields. The motion passed with all in favor.

I. Financials

• **January Financials**

- **Discussion:** Mrs. Leis reported that the increase in the STAR account reflects incoming Project BOSCO funds, and she noted that staff are continuing to closely monitor cash flow while state grant reimbursements remain outstanding.
- **Action:** Motion to approve the January financials made by Mr. Buit, and seconded by Mr. Guagenti. No discussion. All in favor, motion passed.

• **February Planned Expenses**

- **Discussion:** February’s check detail showed \$48,307 in cash outflows, with staff preparing for roughly \$425,000 in Ambrose road project costs and additional Brownfield expenses later in the year; cash-in projections were updated to reflect the March farm lease payment and the \$363,918 ODOT reimbursement. The board discussed strengthening contract management and tracking of reimbursable items.
- **Action:** Motion to approve the February planned expenses made by Mr. Fields, and seconded by Mr. Guagenti. All in favor, motion passed.

II. Memorial Hall Project

- **Discussion:** Mr. Stratton informed the board that they are advancing project development while evaluating hotel sizing options of 52 rooms with a possible 40-room expansion, and the Port Authority anticipates contributing \$13.5M–\$16.5M toward a roughly \$25M project. Because of the remaining funding gap, the board agreed to issue an RFP for a hotel equity and management partner and discussed ownership, lease-to-own structures, and other strategies to limit long-term risk.
- **Action:** Recommending the board authorize Bricker-Graydon to create an RFP for a Hotel Equity Partner and Management Group.

- **Motion:** Motion to approve the recommendation to authorize Bricker-Graydon to create an RFP for a Hotel Equity Partner and Management Group made by Mr. Guagenti, and seconded by Mr. Buit. All in favor, motion passed.

I. Strategic Infrastructures Solutions, LLC/Todd Audet Contract

- **Discussion:** The board acknowledged that Todd Audet’s 2024 contract had expired and that his total hours had surpassed the original authorization, prompting a resolution to ratify those past payments. They agreed to continue his work under a new month-to-month contract with tiered rates (\$250 for the first 20 hours and \$300 thereafter), reflecting his more strategic role, noting the value of his ODOT and local relationships while planning to shift some duties to future criteria engineers.
- **Action:** Recommend that the board approve a 2026 Contract for \$250/hour for consulting services.
- **Motion:** Motion to approve the recommendation to approve a 2026 Contract for \$250/hour for consulting services made by Mr. Guagenti, and seconded by Mr. Buit. All in favor, motion passed.

II. Advertised SOQs

- **Action:** Recommending the board pass a resolution ratifying acceptance of independent contractor services and payment of invoices exceeding the original contract limit.
- **Motion:** Motion to approve the recommendation to pass a resolution ratifying acceptance of independent contractor services and payment of invoices exceeding the original contract limit made by Mr. Guagenti, and seconded by Mr. Fields. All in favor, motion passed.
- **Action:** Recommending the board appoint a subcommittee to review the qualifications of the responses and score using the evaluation scoring.
- **Motion:** Motion to approve the recommendation of the board to appoint a subcommittee to review the qualifications of the responses and score using the evaluation scoring, made by Mr. Buit, and seconded by Mr. Guagenti. All in favor, motion passed.

III. BOSC Project

- **Discussion:** Two responsive design-build teams—Eagle Bridge and Vernon Nagel—submitted qualifications for the North Cole Street roundabouts. Proposals are due on February 27, after which the transportation subcommittee will conduct interviews and scoring in executive session. The board discussed the evaluation process, public-record requirements, and the need for experienced reviewers from ODOT and district engineering staff. Final scoring recommendations will be presented to the board for approval at a later meeting.
- **Action:** Recommending the board appoint a subcommittee to review, score, and rank the proposals due on 2/27.
- **Motion:** Motion to approve the recommendation of the board to appoint a subcommittee to review, score, and rank the proposals due on 2/27 made by Mr. Fields, and seconded by Mr. Buit. All in favor, motion passed.

IV. New Business

- **Discussion:** The board discussed next steps for the Perry Industrial Park, including a \$5,600 proposal from CEC to update site layouts and identify developable acreage around easements and wetlands. Members noted increasing interest from industrial prospects and the need to resolve access challenges on Breese Road and Greeley Chapel to support future development. While data centers remain interested, the board expressed caution about assigning existing land options to third-party developers and emphasized maintaining control over end-user selection. The group agreed that updated site planning will help evaluate long-term strategy and ensure the Port recovers costs associated with site preparation.
- **Action:** Recommending the board approve the \$5,600 CEC proposal to update site layouts and define developable acreage at the Perry Industrial Park, supporting long-term planning and cost-recovery efforts.
- **Motion:** Motion to approve the recommendation to approve the \$5,600 CEC proposal to update site layouts and define developable acreage at the Perry Industrial Park, supporting long-term planning and cost-recovery efforts made by Mr. Buit, and seconded by Mr. Fields. All in favor, motion passed.

V. Other Business – There was no other business to discuss.

VI. Adjournment – Motion to adjourn the meeting made by Mr. Fields and seconded by Mr. Guageti. All in favor. The meeting was adjourned at 4:40 PM. The next meeting will be on Thursday, March 26, 2026.

Port Authority of Allen County Board of Directors
Special Meeting Minutes
March 6, 2026
AEDG Conference Room

I. Meeting called to order at 11:02 am by Drew Fields.

II. Roll Call – Board Members present: Tim Buit, Drew Fields, Joe Guagenti, Sam Halker, Ron Meyer, Paul Swartz; **Board Members Absent:** Phil Buell; **Others present:** Rob White; AEDG Staff – Cindy Leis, Jena Shafer; GLR Staff - Dave Stratton; Legal Consultant - Rex Huffman, James Grandowicz; General Public – J. Swygart, David Streeter, Terry Schooler, Heather Davis, Mike Lugibihl, Pearl Lewandowski, Terri Butler

III. Public Comment

Drew Fields opened the floor for public comment, noting that speakers were allotted three minutes and that the session was not intended as a Q&A.

Residents and business owners along the Cole Street corridor voiced concerns about the proposed roundabouts and the broader road project, focusing on transparency, safety, and property impacts. Heather Davis emphasized the need for public input and access to studies, noting that construction, traffic, and noise could affect her home and quality of life. David Streeter raised similar concerns, pointing to inconsistent messaging about traffic increases, potential delays for emergency vehicles, and the lack of publicly shared traffic studies. Mike Lugubhil, Owner of Swiss Country Market, added that while a roundabout at State Route 115 may improve truck safety, the Blue Lick/Cole roundabout could eliminate their farm stand, underscoring that development may require real sacrifices from nearby property owners.

IV. N. Cole Street Road Improvements Design-Build Firm Recommendation

- **Discussion:** Mr. Grandowicz explained that the Cole Street project is being delivered through a design-build process and that the full scope, including two anticipated roundabouts at Bluelick Road and State Route 115, will be finalized during negotiations with the selected firm. A potential third roundabout near the BOSC development was noted as a separate project. Mrs. Leis added that the procurement timeline included issuing SOQs on January 12, receiving three submissions by January 30, shortlisting two firms, Eagle Bridge and Nagel Construction, on February 6, and scoring final proposals on February 27.
- **Action:** Recommending the board accept the scoring and ranking from the subcommittee for a Design-Build firm.
- **Motion:** Motion to approve the recommendation to accept the scoring and ranking from the subcommittee for a Design-Build firm made by Mr. Guagenti, and seconded by Mr. Meyer. All in favor, motion passed.

- **Discussion:** Mrs. Leis presented the scoring results for the two Design-Build firms, Eagle Bridge and Vernon Nagel, with Eagle Bridge scoring higher. The board was asked to accept the ranking and authorize contract negotiations with Eagle Bridge.

- **Action:** Recommending the board accept the Executive Director to negotiate a contract with Eagle Bridge.
- **Motion:** Motion to approve the recommendation to accept the Executive Director to negotiate a contract with the Eagle Bridge made by Mr. Meyer, and seconded by Mr. Buit. All in favor, motion passed.

I. Engagement Letter from Argus Growth Consultants, Ltd. For Development Services for the Memorial Hall Project

- **Discussion:** The Board reviewed the engagement letter from Argus Growth Consultants, Ltd. for development services supporting the Memorial Hall Project. The proposed agreement outlines a rate of \$250 per hour, capped at \$50,000, with mutual termination rights. Mr. Stratton noted that bringing Argus on board is critical to coordinating design, construction, and future operational planning so the project remains aligned and financially viable
- **Action:** Recommending the board approve the engagement letter from Argus Growth Consultants for Development Services not to exceed the amount of \$50,000.
- **Motion:** Motion to approve the recommendation to approve the engagement letter from Argus Growth Consultants for Development Services not to exceed the amount of \$50,000 made by Mr. Buit, and seconded by Mr. Meyer. All in favor, motion passed.

II. Adjournment – Motion to adjourn the meeting made by Mr. Meyer and seconded by Mr. Halker. All in favor. The meeting was adjourned at 11:33 AM. The next meeting will be on Thursday, March 26, 2026.

Port Authority of Allen County Board of Directors
Meeting Minutes
March 30, 2026
AEDG Conference Room

I. Meeting called to order at 3:30 pm by Phil Buell.

II. Roll Call

Board Members Present: Phil Buell, Tim Buit, Drew Fields, Joe Guagenti, Sam Halker, Ron Meyer, Paul Swartz; **Board Members Absent:** N/A; **Others Present:** **AEDG Staff:** Cindy Leis, Jena Shafer; **GLR Staff:** Dave Stratton; **Legal Counsel:** Rex Huffman, Leah Thorsen, Joe Riley; **Guests:** Daniel Freytag, Cody Michaud; **Public:** Lew Modic

III. Public Comment

There was no public in attendance.

IV. Minutes

Minutes from March 6, 2026 – Special Board Meeting

1. **Action:** Recommending the board approve the minutes from the March 6, 2026, Special Board meeting.
Motion: Mr. Guagenti moved to approve the subcommittee's recommendation to accept the scoring and ranking for an Environmental Services firm. Mr. Buit seconded the motion. All were in favor; the motion passed.

Minutes from March 13, 2026 – SOQ Subcommittee Meeting

1. **Action:** Recommending the board approve the minutes from the March 13, 2026, SOQ Subcommittee meeting.
Motion: Mr. Meyer moved to approve the subcommittee's recommendation to accept the scoring and ranking for a Criteria Engineer firm. Mr. Buit seconded the motion. All were in favor; the motion passed.

Minutes from March 18, 2026 – Board Meeting

1. **Action:** Recommending the board approve the minutes from the March 18, 2026, Board meeting.
Motion: Mr. Guagenti moved to approve the subcommittee's recommendation to accept the scoring and ranking for a Construction Oversight firm. Mr. Meyer seconded the motion. All were in favor; the motion passed.

V. Financials

Discussion: Cindy Leis presented the February financials, noting operating cash of \$1.9 million and strong performance in the BOSC project Star account, which holds \$1.17 million and has earned \$68,686 in interest. Receivables totaled \$440,984, including an expected payment from Miller

Transport and a \$408,750 capital lease payment from Procter & Gamble due in April, while \$585,642 in accrued revenue remains outstanding for the Edco and Thayer Road projects. February generated \$430,512 in net income, bringing year-to-date net income to \$553,102. March expenditures totaled \$80,163, with the checking balance rising to \$362,148, sufficient to cover costs. Cindy also reported switching from National Fencing to Elwer Fence due to service issues.

February 2026 Financials

1. Action: Recommending the board approve the February 2026 financials.

Motion: Mr. Guagenti moved to approve the February 2026 financials. Mr. Buit seconded the motion. All were in favor; the motion passed.

March 2026 Planned Expenses

1. Action: Recommending the board approve the March 2026 Planned Expenses.

Motion: Mr. Fields moved to approve the March 2026 planned expenses. Mr. Buit seconded the motion. All were in favor; the motion passed.

VI. 2026 Budget Amendment

Discussion: This topic was tabled for the next board meeting on April 23, 2026.

VII. N. Cole Street Roadway Improvement Project

Discussion: Cindy Leis reported on N. Cole Street roadway improvements tied to the Google data center project and shared Google's first public update on area well concerns. A public contact email has been established for residents to report well issues. Construction on the Port-led roundabouts at North Cole & SR 115 and North Cole & Bluelick is slated to begin in April, with completion targeted before year-end. ODOT's Teresa Pollick will support public notices and detour communications.

1. Action: Recommend that the board approve the contract and agreement with West Erie Realty Solutions, LTD for Right-of-Way Acquisition Services for the Port Authority roundabout, in an amount not to exceed \$108,100.

Motion: Mr. Fields moved to approve the recommendation to enter into a contract and agreement with West Erie Realty Solutions, LTD for Right-of-Way Acquisition Services for the Port Authority roundabout, in an amount not to exceed \$108,100. The motion was seconded by Mr. Halker. All were in favor; the motion passed.

2. Action: Recommend that the board approve the contract for services with Kimley-Horn for plan review of the 60% design plans for the SR115/Cole and Bluelick/Cole roundabouts, in an amount not to exceed \$25,000.

Motion: Mr. Guagenti moved to approve the recommendation to enter into a contract for services with Kimley-Horn for plan review of the 60% design plans for the SR115/Cole and Bluelick/Cole roundabouts, in an amount not to exceed \$25,000. Mr. Fields seconded the motion. All were in favor; the motion passed.

3. Action: Recommend that the board approve the contract for construction oversight services with Bockrath & Associates for the SR115/Cole and Bluelick/Cole roundabout projects, in an amount not to exceed \$294,988.50.

Motion: Mr. Meyer moved to approve the recommendation to enter into a contract for construction oversight services with Bockrath & Associates for the SR115/Cole and Bluelick/Cole roundabout projects, in an amount not to exceed \$294,988.50. Mr. Swartz seconded the motion. All were in favor; the motion passed.

- 4. Action:** Recommend that the board approve the Work Agreements between the PAAC and Lima Community Church of the Nazarene.

Motion: Mr. Fields moved to approve the recommendation to enter into Work Agreements between the PAAC and Lima Community Church of the Nazarene. Mr. Halker seconded the motion. All were in favor; the motion passed

- 5. Action:** Recommend that the board approve the Work Agreements between the PAAC and Dave Waxler.

Motion: Mr. Fields moved to approve the recommendation to enter into Work Agreements between the PAAC and Dave Waxler. Mr. Swartz seconded the motion. All were in favor; the motion passed.

VIII. Ambrose Road Extension Project

- 1. Action:** Recommend the board approve the contract for construction oversight services with Bockrath & Assoc. for the Ambrose Extension project, not to exceed \$751,000.

Motion: Mr. Guagenti moved to approve the recommendation to enter into a contract with Bockrath & Assoc. for the construction oversight services for the Ambrose Extension project. Mr. Meyer seconded the motion. All were in favor. The motion passed.

IX. Memorial Hall Project

- 1. Action:** Recommend the Board enter Executive Session to discuss matters related to the Freytag and Weigand project approach that are required to be kept confidential under State or Federal law in accordance with ORC 121.22(G)(8), and to discuss matters with Argus Consulting regarding financial information and funding options for the project that are required to be kept confidential under State or Federal law in accordance with ORC 4582.58(B).

Motion: Mr. Meyer moved to enter into Executive Session, and Mr. Fields seconded the motion. All were in favor; the motion passed. The Board entered Executive Session at 4:06 p.m.

Motion: Mr. Meyer moved to exit Executive Session, and Mr. Swartz seconded the motion. All were in favor; the motion passed. The Board exited Executive Session at 5:23 p.m.

X. New Business

XI. Other Business

There was no other business to discuss.

- XII. Adjournment** – Motion to adjourn the meeting made by Ron Meyer and seconded by Tim Buit. All in favor. The meeting was adjourned at 5:55 p.m. The next meeting will be on Thursday, April 23, 2026.

Port Authority of Allen County Board of Directors
Special Meeting Minutes
April 23, 2026
AEDG Conference Room

I. Meeting called to order at 3:00 pm by Tim Buit.

II. Roll Call – Board Members present: Phil Buell, Tim Buit, Sam Halker, Paul Swartz; **Board Members Absent:** Drew Fields, Joe Guagenti; Ron Meyer; **Others present:** AEDG Staff – Cindy Leis, Jena Shafer; GLR Staff - Dave Stratton; Legal Consultant - Rex Huffman; Media – Craig Kelly (The Lima News); Todd Cummins (WLIO).

III. Public Comment

There was no public in attendance.

IV. N. Cole Street Road Improvement Project – Criteria Engineer Proposal

Discussion: The meeting opened with a discussion of the upcoming Eagle Bridge construction award of \$3.52 million, along with previously approved oversight and right-of-way costs. A recommendation was made for DGL Engineering to serve as the criteria engineer for \$31,360, with DGL handling high-level coordination while Bockrath manages fieldwork. All project expenses are funded through Google’s contribution. A question about recovering administrative fees was addressed, confirming that such costs can be reimbursed from the Google project fund as invoices are processed.

- **Action:** Recommending approval of the price proposal submitted by DGL Consulting Engineers, LLC, in the amount of \$31,360 of, which will be funded through the \$11 million Project BOSC fund for roadway improvements.
- **Motion:** Motion to approve the recommendation to accept the price proposal by DGL Consulting Engineers, LLC, in the amount of \$31,360 of, which will be funded through the \$11 million Project BOSC fund for roadway improvements made by Sam Halker, and seconded by Tim Buit. All in favor, motion passed.

V. Memorial Hall Project Status Update

- **Action:** Recommending that the board enter executive session.
- **Motion:** Motion to enter executive session made by Sam Halker, and seconded by Phil Buell. All in favor, motion passed.

- **Action:** Recommending that the board exit executive session.
- **Motion:** Motion to exit executive session made by Sam Halker, and seconded by Tim Buit. All in favor, motion passed. The board exited executive session at 4:30 pm.

VI. Adjournment – Motion to adjourn the meeting made by Sam Halker and seconded by Tim Buit. All in favor. The meeting was adjourned at 4:30 pm. The next meeting will be on Thursday, April 30, 2026.

**PORT AUTHORITY OF ALLEN COUNTY
PUBLIC RECORDS AVAILABILITY POLICY**

Per Ohio Rev. Code Ann. 149.011(G), a "record" is any item that:

- (1) Contains information stored on a fixed medium;
- (2) Is created, received, or sent under the jurisdiction of a public office; and
- (3) Documents the organization, functions, policies, decisions, procedures, operations, or other activities of the office.

All public records shall be promptly prepared and held at the administrative offices of the Port Authority of Allen County. Public records may be reviewed by any member of the general public during regular business hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.

Upon request, an administrator for the Port Authority of Allen County shall make copies available, at a cost of \$.27 per sheet, of records requested within a reasonable period of time from the date the request was received.

The Port Authority of Allen County reserves the right to deny a request where the request broadly asks a public office to search for records containing selected information. For example, a request to the Port Authority of Allen County for "any and all records containing any reference whatsoever" to a particular person, is an inappropriate public records request. Therefore, a request should be "specific" and particularly describe what is being sought. Furthermore, if the item does not exist, the public office will not have an obligation to provide access to that item or create the item to respond to a request.

In accordance with Ohio Rev. Code Ann. 149.43(A)(1)(v), the following is a condensed listing of records which are not subject to the provisions of the Public Records Act:

- Attorney-client privileged information
- Taxpayer records maintained by the Ohio Department of Taxation, as well as those maintained by municipal corporations
- Federal tax returns and return information filed under the jurisdiction of the Internal Revenue Service

Accepted as of:

Cynthia Lys
Sec. Director
Port Authority of Allen County

7-28-22
Date

ALLEN COUNTY PORT AUTHORITY
POLICY FOR THE RETENTION
AND DESTRUCTION OF PUBLIC RECORDS
Adopted July 28, 2022

The Allen County Port Authority has adopted the following policy (the "Policy") for the retention and destruction of public records. This Policy does not apply to records that are not public records, as defined in ORC 149.011 or as interpreted by the courts of Ohio.

Public Records. "'Records' includes any document, device, or item, regardless of physical form or characteristic...created or received by or coming under the jurisdiction of any public office of the state or its political subdivisions, which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the office." (ORC 149.011) and are:

1. Stored on a fixed medium paper, computer, film, audio/video, etc.;
2. Created, received, or sent under jurisdiction of a public office; and
3. Document the organization, functions, policies, decisions, procedures, operations, and other activities of the office.

"Public record" means records kept by a public office, not including the numerous exceptions in the Ohio Revised Code. (ORC 149.43(a)(1))

"All records are the property of the public office concerned and shall not be removed, destroyed, mutilated, transferred, or otherwise damaged or disposed of, in whole or in part, except as provided by law or under the rules adopted by the records commission." (ORC 149.351)

Particular Exceptions. Duplicate copies of records maintained according to this schedule may be destroyed when they are of no further administrative value.

Financial and proprietary information, including trade secrets, submitted to the Authority (or a nonprofit corporation engaged by the Authority to provide economic development services) by or on behalf of an employer in connection with the relocation, location, expansion, improvement, or preservation of the business of that employer is not a public record subject to ORC 149.43. Any other information submitted by such an employer under those circumstances is not a public record subject to ORC 149.43 until that employer commits in writing to proceed with the relocation, location, expansion, improvement, or preservation. (ORC 4582.58)

Records Commission. Having consulted, for guidance, ORC 149.412 regarding special taxing districts and the Ohio Records Commission, unless and until the Port Authority has entered into an agreement with Allen County defining terms and conditions under which the Allen County records commission shall perform public records-related functions, the Records Commission ("Commission") for the Authority is composed of the chairperson, the fiscal officer of the Board, and the legal representative. (ORC 149.412)

ALLEN COUNTY PORT AUTHORITY
Record Retention Policy

The Commission shall meet at least once every twelve months and upon the call of the Chairman. The functions of the Commission shall be to review the Schedule of Record Retention and Disposition below (the "Schedule"), to revise the Schedule for good cause, to review proposals by the administrator for one-time disposal of obsolete records not specifically listed on the Schedule, and provide for the disposal of records pursuant to the procedure outlined in section Revised Code sec. 149.381 of the Revised Code. The Commission, at any time, may review any Schedule that was previously approved and, for good cause, may revise that schedule and submit it for approval according to the procedure in ORC 149.381.

Legal Hold. In the event of a lawsuit or threatened lawsuit a legal hold will be announced by legal counsel for the Board identifying relevant records. Records subject to a legal hold shall be retained until the legal hold has been removed.

Record Retention and Disposition. Records of the Authority will be retained or disposed of according to the following Schedule of Record Retention and Disposition, as such Schedule may be revised or amended by the Commission from time to time, and approved by the Ohio History Connection as provided in ORC 149.381. The inclusion of any type of record on the Schedule shall not be interpreted as requiring the creation of that type of record; only such records shall be created as shall be necessary to the adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the Authority and for the protection of the legal and financial rights of the Authority and persons directly affected by the Authority's activities. (ORC 149.40)

ALLEN COUNTY PORT AUTHORITY
 Policy for the Retention and Disposition of Public Records
 Adopted May 2022

SCHEDULE OF RECORD RETENTION AND DISPOSITION
 This Schedule is subject to periodic review and revision
 by the Records Commission without action by the Board of Directors

Sched No.	Type of Record and Description		Retention Period	Storage Medium	Auditor's Use or LFRP	RC-3 Required by LGRP
	Accident Report or Files	Reports of personal or property damage involving Authority property	Two (2) Years	Electronic		<input type="checkbox"/>
**	Activity Reports	Reports compiled to analyze financial, statistical, and/or operational data or to communicate such data to the Board of Directors, another political subdivision, or the administrator of the Authority.	Three (3) Years	Electronic Onsite Offsite		<input type="checkbox"/>
**	Agendas for Meetings	Items to be discussed and/or acted upon during a meeting of the Board of Directors, a committee of the Board of Directors, or other committee created by the Board of Directors pursuant to its Rules and Regulations.	Five (5) Years	Electronic Onsite Offsite		<input type="checkbox"/>
**	Annual Budget	Annual budget as approved by governing body.	Seven (7) Years	Electronic Onsite Offsite		<input type="checkbox"/>
**	Audit Reports	Financial examinations and reports issued by the Auditor of State, independent accounting or auditing agencies or prepared internally	Five (5) Years	Electronic Onsite Office		<input type="checkbox"/>
	Back-up Data	Electronic copies of data generated and maintained for recovery purposes in the event of catastrophic loss of data.	Retain during back-up cycle then delete, erase or overwrite	Electronic		<input type="checkbox"/>

ALLEN COUNTY PORT AUTHORITY
SCHEDULE OF RECORD RETENTION AND DISPOSITION

Sched No.	Type of Record and Description		Retention Period	Storage Medium	Auditor's Use or LFRP	RC-3 Required by LGRP
**	Bid Records (Successful)	Records documenting the publicizing, hearing and awarding of quoted bids to vendors for services and/or merchandise, including request for proposal, invitation to bid, requests for qualifications and statement of qualifications	The applicable statute of limitation pursuant to ORC 2305.06, or eight (8) years after expiration of contract	Electronic Offsite Onsite		<input type="checkbox"/>
**	Bid Records (Unsuccessful)	Records documenting the publicizing and hearing of quoted bids to vendors for services and/or merchandise not selected, including request for proposal, invitation to bid, requests for qualifications and statement of qualifications	Two (2) Years after award of contract or decision not to award to any bidder	Electronic Offsite Onsite		<input type="checkbox"/>
	Bond Documents (Tax Exempt)	Bond transcript documents; documents sufficient to show compliance with requirements for tax exemption throughout the life of the bonds (if tax exempt). Documents sufficient to show the issuance and sale of the bonds including official statement or other disclosure document, periodic disclosures, and public postings according to rules of the Municipal Securities Regulatory Board.	Retain for three (3) years after the last bond has been retired, or, if applicable, until three years after the last bond of the Refunding Issue has been retired. (See "Contracts" for contracts related to bond projects)	Electronic Onsite		<input type="checkbox"/>

ALLEN COUNTY PORT AUTHORITY
SCHEDULE OF RECORD RETENTION AND DISPOSITION

Sched No.	Type of Record and Description		Retention Period	Storage Medium	Auditor's Use or LFRP	RC-3 Required by LGRP
	Bond Register	Records of issuance, ownership, transfer and redemption of bonds	Seven (7) years after the final maturity of notes or bonds	Electronic Onsite		<input type="checkbox"/>
	Calendars	Calendars used by the Authority administrator to track meetings, events, and tasks for the Authority	Retain until no longer of administrative value	Electronic		<input type="checkbox"/>
**	Contracts	Agreements with service providers or for the lease or sale of Authority property, including but not limited to contracts entered into in connection with economic development activities, and documents related thereto.	Eight (8) Years after the termination of the contract.	Electronic Onsite Offsite		<input type="checkbox"/>
**	Correspondence	Messages sent and received in any medium, including letters, memoranda, email messages or facsimile communications.	Transmittal messages or communications shall be maintained with the document being transmitted and do not constitute a separate document. Other messages or communications shall be retained according to their substantive content. Messages or communications of transitory importance or of no substantive content shall be deleted when of no further administrative value	Electronic Onsite Offsite		<input type="checkbox"/>

ALLEN COUNTY PORT AUTHORITY
SCHEDULE OF RECORD RETENTION AND DISPOSITION

Sched No.	Type of Record and Description		Retention Period	Storage Medium	Auditor's Use or LFRP	RC-3 Required by LGRP
	Delivery records, packing slips, return records	Documents related to the receipt of supplies or materials.	Until of no further administrative value.	Onsite		<input type="checkbox"/>
	Drafts & Transient Records	Drafts of documents, preliminary working materials or drafts, which are intended to be of use in the preparation of a finished product or document; documents which convey information of temporary importance in lieu of oral communication.	Retain until of no further administrative value	Electronic Onsite		<input type="checkbox"/>
	Drafts of meeting minutes and notes of meetings	Notes and drafts made to facilitate the preparation of official minutes of a meeting of the Board of Directors	Until official minutes are approved	Electronic Onsite		<input type="checkbox"/>
	Equipment Maintenance Records	Proof of purchase, warranty, service records, etc.	Retain for life of the equipment	Onsite		<input type="checkbox"/>
**	Financial Records	Records of revenues, receipts, expenditures, deposit accounts; bank statements; purchase orders; invoices; records pertaining to financial transactions; check registers or detail reports; cash and account books (paper or digital); vouchers, canceled checks; monthly reports, etc.	Seven (7) years following audit	Electronic Onsite Offsite		<input type="checkbox"/>

ALLEN COUNTY PORT AUTHORITY
SCHEDULE OF RECORD RETENTION AND DISPOSITION

Sched No.	Type of Record and Description		Retention Period	Storage Medium	Auditor's Use or LFRP	RC-3 Required by LGRP
	Flyers, Posters, Announcements and other Informational Notices	Related to Authority functions or internal reminders, schedule coordination, etc.	Until of no further administrative value	Electronic Onsite		<input type="checkbox"/>
**	Grant Files	Documents of the application, ward, monitoring, tracking and evaluation of grants received	Retain records as required by grant; if not specified five (5) years after audit conducted and any litigation, claims or audit findings have been resolved	Electronic Onsite Offsite		<input type="checkbox"/>
	Insurance policies	Insurance policies including declarations pages, between the Authority and an insurance provider, including financial and administrative records generated in the administration of insurance policies	The later of two (2) years after the expiration of the policy or until all claims have been settled or litigation and appeals are concluded.	Electronic Onsite		<input type="checkbox"/>
	Insurance claims	All claim forms and records of claims made	Retain until the later of two (2) years after the expiration of the related insurance policy or such time as all claims have been settled or litigation and appeals are concluded.	Electronic Onsite		<input type="checkbox"/>
**	Maps, Plats	Renderings noting boundary lines or locations of real property interests held by the Authority	Permanent	Electronic Onsite Offsite		<input type="checkbox"/>

ALLEN COUNTY PORT AUTHORITY
SCHEDULE OF RECORD RETENTION AND DISPOSITION

Sched No.	Type of Record and Description		Retention Period	Storage Medium	Auditor's Use or LFRP	RC-3 Required by LGRP
**	Minutes of Meetings	Minutes of meetings of the Board of Directors, committees of the Board of Directors, and (if kept), of committees created by the board pursuant to its rules and regulations.	Permanent	Electronic Onsite Offsite		<input type="checkbox"/>
**	Organizational Records	Records of the creation of the Authority; appointment, resignation or removal of directors; rules and regulations and amendments thereto; etc.	Permanent	Electronic Onsite Offsite		<input type="checkbox"/>
	Personnel Records	Having no employees, the Authority has not adopted a policy pertaining to personnel records, such as (but not limited to) applications for employment, records of hiring, termination, attendance or absence, performance evaluations, leave requests, reimbursement for employee travel, work schedules, workers compensation claims, employment benefits, or discipline.	N/A	N/A		<input type="checkbox"/>
	Plan for Development	Having no maritime facilities, the Authority has no plan for development pursuant to ORC 4582.32	N/A	N/A		<input type="checkbox"/>

ALLEN COUNTY PORT AUTHORITY
SCHEDULE OF RECORD RETENTION AND DISPOSITION

Sched No.	Type of Record and Description		Retention Period	Storage Medium	Auditor's Use or LFRP	RC-3 Required by LGRP
**	Press Releases or News Announcements	Announcements went to public media outlets to inform the public about actions, events or programs, including notices of public meetings	Three Years Appraise for historic value	Electronic Onsite Offsite		<input type="checkbox"/>
**	Project Plans or Drawings	Written plan or pictorial diagrams for an enterprise, project or program administered by the Authority	Retain for the life of the project or until obsolete. Appraise for historic value	Electronic Onsite Offsite		<input type="checkbox"/>
**	Publications	Brochures or promotional material created to inform the public of the functions of the Authority	Retain until superseded or obsolete, excepting one (1) permanent copy	Electronic Onsite Offsite		<input type="checkbox"/>
	Public Records Requests	Requests received by the Authority pursuant to ORC 149.43 for the inspection or copying of public records.	Two (2) Years	Electronic Onsite		<input type="checkbox"/>
	Public Relations and Training Materials	Presentations, materials and resources created for public relations events or training exercises	Retain until superseded, obsolete or replaced with updated material	Electronic Onsite		<input type="checkbox"/>
**	Real Property Records	Records of interests in real property held by the Authority, including but not limited to interests in real property acquired to facilitate economic development.	Permanent	Electronic Onsite Offsite		<input type="checkbox"/>
	Records Inventory	A detailed list of the types, locations, dates, methods of preservation, and use of public records	Until superseded	Electronic Onsite		<input type="checkbox"/>

ALLEN COUNTY PORT AUTHORITY
SCHEDULE OF RECORD RETENTION AND DISPOSITION

Sched No.	Type of Record and Description		Retention Period	Storage Medium	Auditor's Use or LFRP	RC-3 Required by LGRP
	Records Retention and Disposition Forms	Forms from the Ohio Records Commission (called RC-1, RC-2, and RC-3) documenting the retention/disposition of records	Permanent	Electronic Onsite		<input type="checkbox"/>
**	Resolutions of Board	Formal actions of the Board of Directors in written form separately from the minutes of meetings	Permanent	Electronic Onsite Offsite		<input type="checkbox"/>
**	Rosters, telephone or email lists, directories of committee membership, assignments & schedules	Lists kept for convenience to facilitate contact with consultants, administrators, board and committee members, vendors, etc.	Until superseded, obsolete or replaced	Electronic Onsite Offsite		<input type="checkbox"/>

** A separate list is maintained indexing the location of documents stored offsite.

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement (this “Agreement”), is made and entered into as of the latest date set forth next to the signatures hereof (the “Effective Date”), by and between Brenneman Brothers, an Ohio Partnership (“Seller”) and Port Authority of Allen County, a Port Authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of the real property located in American Township in Allen County, Ohio, consisting of approximately 81.03 acres, and identified by the Allen County Auditor as Parcel 36-1200-03-001.000, 36-1200-03-001.001, 36-1200-03-001.002, 36-1200-03-001.003, 36-1200-03-001.004, 36-1200-03-001.005, 36-1200-03-001.006 legally described on Exhibit A, attached hereto, and made a part hereof (the “Property”); and

WHEREAS, Seller is willing to grant to Buyer and Buyer is desirous of obtaining from Seller the exclusive right and option to purchase the Property on the terms and conditions of this Agreement (the “Option”);

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, stipulations, agreements, and obligations hereinafter set forth, Seller and Buyer agree as follows:

1. Grant of Option. In consideration of the sum of \$1,000.00 (the “Initial Option Payment”) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller hereby grants to Buyer and Buyer hereby purchases from Seller the exclusive right and option to purchase the Property from Seller, on and subject to the terms and conditions hereinafter set forth. Unless otherwise agreed by Seller, the Option may only be exercised if the Buyer purchases the entire Property as described on Exhibit A.

2. Term of Option. The term of the Option shall commence as of the Effective Date and, unless extended in accordance with the provisions hereof, shall expire at 11:59 p.m. Eastern Time three (3) years following the Effective Date (the “Initial Option Term”). If Buyer fails to exercise the Option and if Buyer fails to exercise its rights with respect to the “First Renewal Option Term” (as defined in paragraph 2 (a) below) prior to the expiration of the Initial Option Term, then the Option shall lapse and be of no further force or effect and Seller shall be entitled to retain the Initial Option Payment.

(a) Buyer shall have the right and option to extend the term of the Option for a three (3) year period (the “First Renewal Option Term”). In order to exercise such right, Buyer must have delivered written notice to that effect to Seller prior to the expiration of the Initial Option Term and concurrently therewith, Buyer must have delivered to Seller an additional sum of \$1,000.00 (the “First Renewal Option Payment”). The Seller and Buyer agree that the Purchase Price shall be renegotiated prior to time the First Renewal Option is exercised. If Buyer fails to exercise the Option and if Buyer fails to exercise its rights with respect to the First Renewal Option Term, then the Option shall lapse and be of no further force or

effect and Seller shall be entitled to retain the Initial Option Payment and the First Renewal Option Payment.

(b) As used herein, "Option Term" shall mean the Initial Option Term and, if exercised, the First Renewal Option Term.

3. Exercise of Option. In order to exercise the Option, Buyer must have delivered written notice to that effect to Seller prior to the expiration of the Initial Option Term, the First Renewal Option Term, or the Second Renewal Option Term (as applicable). If Buyer exercises the Option and not otherwise, then subject to the terms, conditions and provisions of this Agreement, Seller agrees to sell, transfer, and convey the Property to Buyer and Buyer agrees to purchase the Property from Seller.

4. Purchase Price. In the event the Option is exercised by Buyer, the purchase price for the Property (the "Purchase Price") shall be \$44,000/acre per net deeded acres. The exact amount of deeded acres shall be determined by a survey completed by Buyer at Buyer's expense prior to Closing. The Purchase Price is subject to all prorations, credits and adjustments as herein provided, and shall be payable by Buyer to Seller at the "Closing" (as herein defined) in cash. At the Closing, Buyer shall receive a credit toward the Purchase Price equal to the amount(s) of the Initial Option Payment, the First Renewal Option Payment, and the Second Renewal Option Payment (as applicable).

5. Buyer's Rights.

(a) From the Effective Date and until the Closing or the termination of this Agreement, Buyer and its authorized agents and representatives shall have the right to enter upon the Property to conduct all investigations which Buyer deems prudent, including, without limitation, appraisals, surveys, title work, inspections, studies, engineering, planning and feasibility studies, environmental inspections, the study of the availability of utilities, drainage, access and sewer facilities and any other investigations Buyer may desire to determine the suitability of the Property for Buyer's intended use thereof. Buyer shall repair any damage, including farm crop damage to the Property arising from said inspections and shall indemnify and hold Seller harmless from and against any and all claims, costs, demands and expenses, including, without limitation, reasonable attorney fees, court costs and other legal expenses, arising from Buyer's inspections. Regarding farm crop damage reimbursement, the Buyer agrees to reimburse the Seller or Seller's tenant farmer for any damage to agricultural crops. The reimbursement will be based on the estimate of agricultural crop damage on a two year crop history production for the area of crop damage and the local market price for the damaged crops. All of such inspections shall be at the sole cost and expense of Buyer. Buyer shall promptly discharge any lien filed by any of Buyer's agents, consultants or contractors, and will indemnify and save Seller harmless from any and all costs and expenses, including, without limitation, reasonable attorney fees, suffered or incurred as a result of any such lien against the Property which may be filed in connection with or arising out of any work undertaken by

Buyer or Buyer's agents, contractors or consultants. These obligations shall survive the expiration of the Option Term and the termination of this Agreement.

(b) From the Effective Date and until the Closing, Buyer may, at its expense, make application for, file and obtain any and all licenses, permits and approvals as Buyer may deem necessary for its intended development of the Property, including the rezoning of the Property. Seller agrees to execute and deliver to Buyer any and all documents requested by Buyer in this regard and cooperate with Buyer in obtaining the licenses, permits, and approvals. Such applications and permits shall be made in the name of either Seller or Buyer as may be required under applicable law or regulation. If Buyer elects not to exercise the Option, Buyer, shall, at its expense, cause each application and/or permit filed by Buyer with respect to the Property to be withdrawn.

(c) All costs, expenses, fees, and payments incident to the exercise of Buyer's rights of this paragraph 5, including, but not limited to, legal, accounting, surveying, engineering, architectural and consulting fees shall be paid by Buyer as and when incurred.

(d) If Buyer elects not to exercise the Option, then Buyer shall deliver to Seller copies of all reports, title work, surveys, tests, and studies relating to its inspections and investigations of the Property that are requested by Seller.

6. Title Matters.

(a) During the Initial Option Term, Buyer shall, at its expense, secure a title insurance commitment with respect to the Property (the "Title Commitment") issued by a reputable title insurance company selected by Buyer (the "Title Company"). No less than thirty (30) day prior to the expiration of the Initial Option Term, Buyer shall deliver to Seller written notice of any objections Buyer may have to any item of the Title Commitment. If there are objections by Buyer, then, no less than ten (10) days prior to the expiration of the Initial Option Term, Seller shall deliver to Buyer written notice as to whether (i) Seller agrees to satisfy or attempt to satisfy such objections, or (ii) Seller is unwilling to satisfy or attempt to satisfy such objections. If Seller delivers to Buyer the notice of (i) above, then Seller shall have the obligation to use commercially reasonable good faith diligent efforts to satisfy Buyer's objections prior to the Closing.

(b) If Buyer elects to exercise the Option and if Seller has delivered to Buyer the notice of paragraph 6(a)(i) above that Seller agrees to satisfy or attempt to satisfy Buyer's objections to the Title Commitment, then if, despite such efforts Seller is unable to satisfy Buyer's objections prior to the Closing, (i) Buyer may either waive such objections and accept such title as Seller is able to convey, or (ii) Buyer may terminate this Agreement by delivering written notice to that effect to Seller prior to the "Closing Date" (as herein defined), in which event this Agreement shall terminate, Seller shall immediately refund to Buyer the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option Payment (if applicable) and, upon such payments from Seller to Buyer, except as otherwise specifically provided herein, each party shall be relieved of any further liability hereunder.

(c) If Buyer elects to exercise the Option, then from time to time thereafter up to the Closing, Buyer may require that the Title Commitment be updated to date. If any such version of the updated Title Commitment reflects items which were not reflected on any prior version of the Title Commitment and which are objectionable to Buyer, then Buyer shall so notify Seller in writing and Seller shall have the obligation to use all commercially reasonable good faith diligent efforts to satisfy Buyer's objections prior to the Closing. If despite such efforts Seller is unable to satisfy Buyer's objections prior to the Closing, then (i) Buyer may either waive such objections and accept such title as Seller is able to convey, or (ii) Buyer may terminate this Agreement by delivering written notice to that effect to Seller prior to the Closing Date, in which event this Agreement shall terminate, Seller shall immediately refund to Buyer the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option Payment (if applicable) and, upon such payments from Seller to Buyer, except as otherwise specifically provided herein, each party shall be relieved of any further liability hereunder.

7. Closing Date and Possession. In the event the Option is exercised by Buyer, the Closing (the "Closing") shall take place on the tenth (10th) business day following the satisfaction of each of Buyer's conditions precedent, including, without limitation, Buyer's conditions to closing of paragraphs 11 and 12 hereof (the "Closing Date"). The Closing shall take place on the Closing Date at the offices of the Title Company or at such other location as may be agreed to by Buyer and Seller. Absolute and unqualified possession of the Property shall be delivered to Buyer at the Closing.

8. Warranties and Representations of Seller. Seller warrants and represents to Buyer and to Buyer's successors and assigns, as of the Effective Date and as of the Closing Date, as follows:

(a) There are no pending or threatened condemnation or similar proceedings or special assessments or tax reassessments affecting the Property or any part thereof, nor to the knowledge of Seller are any such proceedings or assessments contemplated by any Governmental Authorities (as used herein, "Governmental Authorities" shall mean the United States, the State of Ohio, the County of Allen and any agency, department, commission, board, bureau or instrumentality of any of them), or any other entity having condemnation or taxing authority;

(b) There are no unpaid charges, debts, liabilities, claims, or obligations arising from the construction, ownership or operation of the Property which could give rise to any mechanics' or materialmen's or other statutory lien against the Property or any part thereof, or for which Buyer will be responsible;

(c) Seller has no knowledge of any pending or threatened litigation or administrative proceedings which could adversely affect title to the Property or the ability of Seller to perform any of its obligations hereunder;

(d) Seller has not received written notice from any Governmental Authorities requiring the change or correction of any material condition with respect to the Property, or any part thereof, by reason of violation of any statute, ordinance, code, rule, or regulation;

(e) Seller has the full and unrestricted lawful power and authority to enter into and carry out the terms of this Agreement, and this Agreement has been duly authorized, executed and delivered by Seller and is binding upon and enforceable against Seller;

(f) There are no agreements affecting the Property, or any interest therein, with tenants or others, oral or in writing; except for the present existing leases for the home on parcel 36-1200-03-001.002 and the farm lease agreement;

(g) On the Effective Date, Seller had, and on the Closing Date will have good and indefeasible title to the Property, subject to no liens, charges, encumbrances, security agreements or other rights of others or other adverse interests of any kind;

(h) The Property is freely accessible to public streets and roads and does not encroach upon, and is not encroached upon by, adjoining properties.

Each and every warranty and representation of Seller shall survive the Closing and shall not be deemed merged into the General Warranty Deed delivered by Seller at the Closing. Seller shall indemnify and hold Buyer harmless from any and all loss and damage resulting from the breach of any of Seller's warranties and representations.

9. Seller's Covenants. Seller covenants and agrees with Buyer that, between the Effective Date and the Closing Date:

(a) Seller will not sell, encumber, exchange, assign, transfer, convey or otherwise dispose of all or any part of the Property or any interest therein;

(b) Seller will not enter into any rental agreement or lease of the Property, or any part thereof, or otherwise affect title to the Property; except for seller shall continue to have the right to lease or renew leases for the subject property until such time the option has been executed into a purchase agreement at which time the purchase will be subject to lease agreements and tenants rights according to Ohio Law;

(c) Seller, except for continuing to use the property for normal grain producing agricultural purposes, will refrain from (i) performing any grading, excavation or construction at the Property, (ii) altering or removing any improvements at the Property or making any other change or improvement upon or about the Property, other than in connection with items of normal repair and maintenance, (iii) creating or incurring, or suffering to exist, any mortgage, lien, pledge or other encumbrances in any way adversely affecting the Property or the title thereto, (iv) committing any waste or nuisance upon the Property, (v) Seller may continue with any plans to add systematical farm drainage for agricultural purposes, including the installation of new main drainage tile across the Property for the purpose of

aiding neighboring land owners, (vi) Seller shall communicate any such drainage improvements to the Buyer at least ten (10) days before completing the tile installation;

(d) Seller will timely make all payments with respect to any mortgage applicable to the Property and shall maintain the same in good standing in all respects;

(e) Seller will not market or entertain offers to sell the Property while this Agreement is in effect;

(f) Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of damage to the Property, or any portion thereof, Seller will notify Buyer of the pendency of such proceedings and all details thereof;

(g) Seller will advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or receives notice; and

(h) Seller will keep the Property and all improvements located thereon fully insured to the extent of the Purchase Price against fire and other loss or damage.

10. Warranties and Representations of Buyer. Buyer warrants and represents to Seller, as of the Effective Date and as of the Closing Date, as follows:

(a) Buyer is a political subdivision within the State of Ohio; and

(b) Buyer has the full and unrestricted lawful power and authority to enter into and carry out the terms of this Agreement, and this Agreement has been duly authorized, executed and delivered by Buyer and is binding upon and enforceable against Buyer; and

11. Conditions to Closing/Buyer. If Buyer elects to exercise the Option, then, in addition to any conditions precedent in favor of Buyer herein set forth, including, without limitation, the special conditions precedent of paragraph 12 hereof, Buyer shall have no obligation to close unless at or prior to the closing the following conditions precedent are each satisfied or waived in writing by Buyer:

(a) Each of the agreements, covenants, warranties, and representations of Seller shall be true and correct in all material respects at the Closing;

(b) Seller shall have executed and deposited with the Title Company all documents called for to be executed and deposited by Seller under this Agreement;

(c) The Title Company shall have delivered to Buyer a marked-up "pro forma" version of the title insurance policy to be issued pursuant to the Title Commitment insuring Buyer as owner in fee simple absolute of the Property and insuring that said title will be good and indefeasible and free and clear of any and all interests, liens and encumbrances other than those interests, liens and encumbrances identified on the Title Commitment (or any updated

version thereof) to which Buyer shall not have made objection or which Buyer shall have agreed to take subject to pursuant to paragraph 6 hereof.

In the event that any of the conditions to Closing in this paragraph 11 shall fail to occur or are not waived by Buyer, in writing, then this Agreement shall terminate, Seller shall immediately refund to Buyer the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option payment (if applicable), and upon such payments from Seller to Buyer, except as otherwise specifically provided herein, each party shall be released of any further liability hereunder.

12. Conditions to Closing/Seller. Seller shall have no obligation to close unless at or prior to the Closing the following conditions precedent are each satisfied or waived in writing by Seller:

- (a) Each of the agreements, covenants, warranties, and representations of Buyer shall be true and correct in all material respects at the Closing; and
- (b) Buyer shall have executed and deposited with the Title Company all documents and funds called for to be executed and deposited by Buyer under this Agreement.

13. Closing Documents. At the Closing, Buyer shall deliver the Purchase Price to Seller in certified funds and Seller shall deliver a General Warranty Deed in standard Ohio form, duly executed by Seller and conveying to Buyer title to the Property in the condition required hereunder. The parties shall jointly execute and deliver such other and additional documents, agreements and instruments as are reasonable and customary in a transaction of similar character in Allen County, Ohio, including, without limitation, an affidavit from Seller to remove the standard Schedule B exceptions of the Title Commitment.

14. Closing Costs. Ad valorem/general real property taxes for the year during which the Closing occurs shall be pro-rated between Buyer and Seller as of the Closing Date based on the lien method. Taxes for all prior years shall be paid by Seller, provided Buyer shall pay the recoupment taxes resulting from a change in the agricultural use of the Property. Each party shall bear the expenses of its respective attorney. Each party shall pay the portion of any other closing costs which are normally assessed by the Title Company against a seller or buyer in a transaction of similar character in Allen County, Ohio. Buyer shall pay the fee for recording of the General Warranty Deed from Seller. Buyer and Seller shall each pay one-half (1/2) of any fee charged by the Title Company to close this transaction.

15. Default by Buyer. Seller acknowledges and agrees with Buyer that in the event there shall be a material breach of Buyer's obligations hereunder, including, without limitation, Buyer's failure to consummate the purchase of the Property herein contemplated, it would, from the nature of the case, be impractical or extremely difficult to ascertain the actual damage to Seller resulting from Buyer's breach; accordingly, in the event of such breach on the part of Buyer, Seller and Buyer agree that Seller shall be entitled to retain the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option Payment (if applicable) Deposit as and for liquidated damages and not as a penalty, it being expressly agreed and understood that

the retention of such funds shall be Seller's sole and exclusive remedy in connection with Buyer's breach under this Agreement, Seller hereby waiving any and all other remedies.

16. Default by Seller. In the event there shall be a material breach of Seller's obligations hereunder, including, without limitation, Seller's failure to consummate the sale of the Property herein contemplated, it is agreed that Buyer shall have all remedies at law or in equity, including: (i) to terminate this Agreement and receive back the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option Payment (if applicable); (ii) to waive the default and close; (iii) to enforce a specific performance action against Seller, or (iv) recover damages and, in any remedy, also recover the litigation costs of enforcing any remedy, including, without limitation, reasonable attorney fees and court costs.

17. Loss or Condemnation Pending the Closing. If prior to the Closing any portion of the Property is condemned or if a material portion of the improvements at the Property are damaged or destroyed by fire or other casualty (as determined by Buyer), then, in any such event, Buyer shall have the right to terminate this Agreement upon notice in writing to Seller delivered within ten (10) business days after the receipt by Buyer from Seller of notice of such condemnation or casualty (which notice Seller agrees to promptly give Buyer and which notice shall contain the amount of compensation offered for such condemnation or the amount of any insurance proceeds to be paid on account of such casualty as determined by the insurer(s), as the case may be) and thereupon the parties shall be released and discharged from any further obligation to each other hereunder; provided, however, that if Buyer does not elect to terminate this Agreement, the transaction contemplated herein shall be consummated without reduction of the Purchase Price, but Buyer shall be entitled to all proceeds of fire or other casualty insurance or condemnation, and Seller shall have no responsibility for the restoration and repair of the Property.

(a) Seller shall have sole discretion as to the type of insurance, if any, they wish to carry on structures. In case of property damage or destroyed by fire or other casualty, the seller shall have sole discretion as how the seller wants to handle the loss structures and if any, insurance claim funds shall go directly to seller up to time of closing.

18. Litigation Expenses. In the event either party commences litigation against the other with respect to this Agreement, the non-prevailing party in such litigation shall pay the prevailing party's reasonable costs and expenses, including, without limitation, its reasonable attorney fees.

19. Severability. If any provisions of this Agreement are declared invalid or unenforceable as against any party, it shall not affect the balance of the provisions of this Agreement and all other provisions shall be duly enforceable.

20. Expenses of Transaction. Each party hereto shall pay its own expenses incident to the preparation of and in connection with the carrying out of this Agreement and consummating said transaction, whether or not the transaction contemplated hereby is consummated.

21. Assignment. Buyer shall have the unrestricted right to assign its rights under this Agreement to a nominee of its choice, provided that any such assignee shall agree in writing to assume the obligations of Buyer under this Agreement at the time of the assignment.

22. Successors and Assigns. This Agreement shall inure to the benefit of, be binding upon and be enforceable by the heirs, successors, assigns, executors, and administrators of the parties hereto.

23. Captions. The captions contained herein are for convenience and reference only and in no way shall be construed to modify, amplify, or otherwise affect the construction or interpretation of this Agreement.

24. Counterparts. This Agreement may be executed by all parties in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

25. Additional Documents. The parties agree to execute and deliver any additional documents, agreements, or instruments reasonably necessary to effectuate the agreement of the parties as express herein.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the Property and supersedes any and all prior written or oral agreements or understandings between the parties in connection with this transaction.

27. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by Seller and Buyer.

28. Time of Essence. Time is of the essence in connection with all matters relating to this Agreement.

29. Notices. All notices or communications herein required or which either party desires to give to the other shall be in writing and sent by certified mail, postage prepaid, return receipt requested or by recognized overnight courier and shall be mailed or delivered as follows:

If to Buyer:

Port Authority of Allen County
144 S. Main St. Suite 204
Lima, Ohio 45801
Attention: Maria Sanko, Chairperson

With Copy to:

Rex H. Huffman
932 Dixie Hwy

Rossford, OH 43460

If to Seller:

Brenneman
Brenco Brothers
5230 N. Grubb Rd.
Elida, Ohio 45807

S.B 6/15/23
K.B 6/15/23

With Copy to:

Larry Vandemark
Oakridge Realty & Auction Co.
2550 W. Breese Road
Lima, Ohio 45806

All notices shall be effective upon receipt if by overnight courier or three (3) business days after deposit in the United States mail, if mailed by certified mail.

30. Confidentiality. Except with respect to such disclosure as may be required by law, Seller, and Buyer both agree to maintain in strict confidence the existence of this Agreement until Closing and the terms of this Agreement at all times.

31. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed in accordance with the laws of the State of Ohio.

32. Real Estate Brokers' Commissions. Seller and Buyer agree that Larry Vandemark, Oakridge Realty & Auction Co, the Broker is the sole and exclusive broker involved in this transaction and that Seller shall pay five percent (5%) a commission under a separate agreement.

33. Like-Kind Exchange. Seller and Buyer shall each have the right to include the Property as part of a qualified like-kind exchange under the Internal Revenue Code. Seller and Buyer agree to reasonably cooperate with each other to so qualify the transaction as a like-kind exchange; provided, however, neither party shall be put to any additional cost or delay as a result thereof.

34. Memorandum of Option. Concurrently with the execution of this Agreement, the parties shall execute a Memorandum of Option to Purchase Real Property for the purpose of recording with the Allen County, Ohio Recorder's office to provide the public with notice of Buyer's Option. The Memorandum shall be substantially in the form attached hereto as Exhibit B.

35. Time of Acceptance. This Agreement, when signed and delivered by Buyer to Seller, shall constitute Buyer's offer to secure the Option upon and subject to the terms and

conditions hereof, which offer shall expire, if not earlier revoked by Buyer, at 5:00 p.m. Eastern Time on 6-21, 2023 unless accepted by Seller by Seller's execution and delivery thereof to Buyer on or before said time and date.

The parties have executed this Agreement as of the latest date and time set forth below.

Buyer:

Port Authority of Allen County

By: Maria Sanbo

Its: Chairperson

6/21/23 3PM
Date and Time

Seller: Brenneman Brothers,
an Ohio Partnership
Stanly G Brenneman

6/15/23 3:00 PM
Date and Time

6/15/23 3:01 PM
Date and Time

Kevin C Brenneman

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY

Title of Document: Memorandum of Option to Purchase Real Property

Date of Document: 6-21-23

Seller(s): Brennehan Brothers

Buyer(s): Port Authority of Allen County

Mailing Address(s):

144 S. Main St
Lima, Ohio 45801

Legal Description: Please see attached Exhibit "A"

Reference Book and Page:

MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY

This Memorandum of Option to Purchase Real Property (this "Memorandum") is made this day of JUNE 21, 2023, by and between Merle M. Miller ; ("Seller") and Port Authority of Allen County, a Port Authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("Buyer")

WITNESSETH:

1. Effective June 21, 2023, Seller and Buyer have executed and delivered that certain Option to Purchase Real Property (the "Agreement"), wherein Seller has granted to Buyer, and Buyer has accepted from Seller, in exchange for good and sufficient consideration which both parties acknowledge, an option (the "Option") to purchase the real property owned by Seller legally described on Exhibit A attached hereto and made a part hereby this reference (the "Property"), on the terms and conditions as set forth in the Agreement. Seller acquired title to the Property by instrument recorded in Volume _____, Page _____, Deed Records, Allen County, Ohio.

2. The terms of the Agreement require Seller to convey the Property to Buyer if the Option is exercised by Buyer on or before June 21, 2026 unless the term of the Option is extended as provided in the Agreement.

3. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, conditions, and provisions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall govern and control.

4. This Memorandum shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, executors, and administrators.

The parties hereto have executed this Memorandum as of the day and year first above written.

Seller:

Brenneman Brothers

By: Stacy & Brenneman
Keri C Brenneman

Its: OWNERS

Buyer:

Port Authority of Allen County

By: Maria Sanko

Its: Maria Sanko, Chairperson

STATE OF OHIO)
) ss.
COUNTY OF)

On this 15 day of June, 2023, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the person described in the foregoing instrument and he acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



CRYSTAL J SECOR
Notary Public
State of Ohio
My Comm. Expires
May 2, 2027

Crystal Secor
Notary Public
My Commission Expires: May 2, 2027

STATE OF OHIO)
)
COUNTY OF) ss.

On this 21 day of June, 2023, before me appeared Maria Sanko, Chairperson, on behalf of Port Authority of Allen County, to me personally known, who being by me duly sworn did say that he is the person described in the foregoing instrument and he acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Christina M. Mathews



My Comm. Expires 5-23
CHRISTINA M. MATHEWS
NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES
JULY 25, 2023

This instrument was prepared by,
and after recording return to:

200606398

31
FILED AND RECORDED
APR 27 20 06
AT 9:44 O'CLOCK A M
Deed VOL 956 PAGE 282
MONA S. LOSH
RECORDER, ALLEN CO., OHIO
A19 W. Erwin St
Van Wert OH 45891

FIDUCIARY DEED (Statutory Form)

FEE 68.00 PAID

mail to: straley Realty

SUSAN J. TOMLINSON, EXECUTRIX OF THE ESTATE OF ROBERT W. KIRACOFE, (herein called "Grantor"), by the power conferred by the Last Will and Testament of ROBERT W. KIRACOFE, and every other power, for One Dollar (\$1.00) and other valuable consideration paid, grants, with fiduciary covenants, to BRENNEMAN BROTHERS, an Ohio partnership, (herein called "Grantee"), its successors and assigns, whose tax mailing address will be 5230 N. Grubb Road, Elida, Ohio 45807, the following real property:

Situated in the Township of American, County of Allen County and State of Ohio:

PARCEL ONE

The following described tract of land is part of the parcel described in Deed Vol. 829, Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, one thousand ninety-five and fifty hundredths (1,095.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, two hundred thirty-nine and ninety-three hundredths (239.93) feet; thence North zero degrees zero minutes twenty-six seconds West (N 0°00'26" W), through a 5/8 inch rered set at 30.00 feet, two thousand six hundred forty-two and eighty-five hundredths (2,642.85) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87°57'49" E), in the north line of said quarter, six hundred three and ninety-nine hundredths (603.99) feet to a 5/8 inch re-rod set; thence South zero degrees thirty minutes twenty-three seconds East (S 0°30'23" E) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0°56'05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W) three hundred eighty-two and zero hundredths (382.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1°00'00" W), through a 5/8 inch rered set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing thirty-two and five hundred eleven thousandths (32.511) acres, more or less, subject to legal highways and all easements and restrictions of record.

Transferred 4-27-06
Ben E. Diepenbrock, Allen County Auditor
Fee 3.50 SS

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
Fee \$ 1074.00
Exempt

Ben E. Diepenbrock, Allen County Auditor

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PARCEL TWO

The following described tract of land is part of the parcel described in Deed Vol. 829, Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, nine hundred four and fifty hundredths (904.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch reroed set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88°09'00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1°00'00" W), through a 5/8 inch reroed set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

PARCEL THREE

The following described tract of land is part of the parcel described in Deed Vol. 829, Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, seven hundred thirteen and fifty hundredths (713.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch reroed set at 30.00 feet. five

five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

PARCEL FOUR

The following described tract of land is part of the parcel described in Deed Vol. 829, Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, five hundred twenty-two and fifty hundredths (522.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88°09'00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1°00'00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

PARCEL FIVE

The following described tract of land is part of the parcel described in Deed Vol. 829, Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, seventy-five and zero hundredths (75.00) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch rered set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0°56'05" W), one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0°56'05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1°00'00" W), through a 5/8 inch rered set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing fifteen and seven thousandths (15.007) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

PARCEL SIX

The following described tract of land is part of the parcel described in Deed Vol. 829, Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, two hundred fifty-six and fifty hundredths (256.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch rered set at 30.00 feet. five

five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

PARCEL SEVEN

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Beginning at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, two hundred fifty-six and fifty hundredths (256.50) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0°56'05" W) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence North zero degrees thirty minutes twenty-three seconds West (N 0°30'23" W) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87°57'49" E), in the north line of said quarter, seven hundred thirty and thirty hundredths (730.30) feet to a 5/8 inch re-rod set in the east line of said quarter; thence South zero degrees two minutes six seconds East (S 0°02'06" E), in the east line of said quarter, through a 5/8 inch re-rod set at 2617.15 feet, two thousand six hundred forty-seven and fifteen hundredths (2,647.15) feet to the place of beginning containing twenty-three and four hundred seventy-one thousandths (23.471) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

Parcel No. G2536120003001000

Prior instrument reference: Volume 826, Page 766, Allen County Deed Records.

Taxes and any annual installments of assessments which are a lien on the premises shall be prorated between Grantor and Grantee to the date of closing of this transaction. For proration purposes, the rate and valuation shown on the last available tax duplicate shall be used, but excluding any homestead exemption unless proper application has been made and approved for the current year. Grantor warrants that there are no special assessments levied against the premises except such as appear on the last available tax duplicate.

This deed is delivered and accepted by the parties with the premises in its "as is/where is" condition.

EXECUTED this 19th day of April, 2006.

Susan J. Tomlinson exx.
SUSAN J. TOMLINSON, EXECUTRIX OF
THE ESTATE OF ROBERT W. KIRACOFÉ

(Execution in accordance with Chapter 5301 of the Revised Code)

STATE OF OHIO, COUNTY OF ALLEN, SS:

The foregoing deed was acknowledged before me by **SUSAN J. TOMLINSON, EXECUTRIX OF THE ESTATE OF ROBERT W. KIRACOFÉ**, this 19th day of April, 2006.



SHARON L. WIGHT
Notary Public, State of Ohio
My Commission Expires
June 30, 2010

Sharon L. Wight
Notary Public - State of Ohio

This instrument prepared by: **ROBERT J. MEREDITH**, Cory, Meredith, Witter, Cheney, Anderson & Smith, L.P.A., A Legal Professional Association, 101 North Elizabeth Street, Suite 607, P.O. Box 1217, Lima, Ohio 45802-1217

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Monu. Box over Stone NW Cor SW 1/4

Jerry R. Churchill V. 464 P. 668

1/2 Cole St.

Plat of Survey of Parcel No. 36-1200-03-001 as described in D.V. 829 P. 63 in SW 1/4 Sec. 12 T35-R6E American Twp. Allen County, OH

Merle M. & Ruth E. Miller V. 673 P. 658

2642.85'

"G" 32.511 Ac. incl. 0.165 Acres of Road Right-of-Way

50°30'23"E 735.73'

N0°30'23"W 735.73'

"F" 23.471 Ac. incl. 0.177 Ac. of Road R/W

N88°09'00"E 457.00'

"E" 15.007 Acres incl. 0.052 Ac. of Road R/W

50°56'05"E 1336.80'

N0°56'05"W 1336.80'

50°56'05"E 1336.80'

N0°56'05"W 1336.80'

2647.15'

50°02'06"E

V. 876 P. 578

James M. Jacobs Jr. Trustee

NE Cor SW 1/4

W100956 PAGE 288

Note:

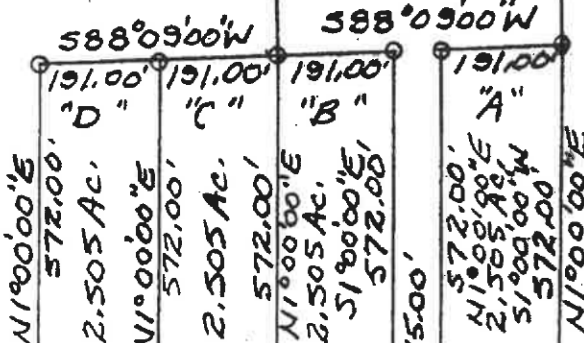
All R/W pins were set 30.00' N of 1/2 Bluelick Rd. Parcels "A" thru "D" contain 0.132 Ac. of Road R/W each.

James Neighbors V. 786 P. 669

N0°00'26"W

1/2 Cole St.

Monu. Box over Stone SW Cor SW 1/4 1337.02'



191.00' 191.00' 191.00' 191.00' 191.00' 256.50'

1/2 Bluelick Rd. 588°09'00"W, Assumed Bearing

Monu. Box over Stone SE Cor SW 1/4



31

6398

72.705

1 F.F.F. 117

3/17/06

OWNER AUTHORIZATION

The undersigned "Owner" of record of the fee interest in the approximately 81.03 +/- acres located in American Township, Allen County, Ohio being Parcel Nos. 36-1200-03-001.000, 36-1200-03-001-001, 36-1200-03-001.002, 36-1200-03-001.003, 36-1200-03-001.004, 36-1200-03-001.005, and 36-1200-03-001.006 hereby authorizes Vorys, Sater, Seymour and Pease LLP ("Vorys") to serve as applicant and agent for zoning, development and permit applications (including but not limited to rezoning, conditional use and variance applications) to be filed with American Township and/or Allen County.

Owner:

Kim Brenneman
Brenneman Brothers

By: *Stanley G Brenneman*

Its: *partner*

Date: *3/18/24*

Instr: 202403220002414 3/22/2024
P: 1 of 1 F: \$110.00 12:53 PM
Mona S Losh T20240002105
Allen County V:2024 P:02414

Instr: 202310100008811 10/10/2023
P: 1 of 1 F: \$106.00 2:16 PM
Mona S Losh T20230008538
Allen County V:2023 P:08811

* This document being re-recorded to correct
sellers name in
body of memo.

Title of Document: Memorandum of Option to Purchase Real Property

Date of Document: 6-21-23

Seller(s): Brenneeman Brothers

Buyer(s): Port Authority of Allen County

Mailing Address(s):

144 S. Main St
Lima, Ohio 45801

Legal Description: Please see attached Exhibit "A"

Reference Book and Page:

MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY

This Memorandum of Option to Purchase Real Property (this "Memorandum") is made this day of June 21, 2023, by and between Brenneman Brothers; ("Seller") and Port Authority of Allen County, a Port Authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("Buyer")

WITNESSETH:

1. Effective June 21, 2023, Seller and Buyer have executed and delivered that certain Option to Purchase Real Property (the "Agreement"), wherein Seller has granted to Buyer, and Buyer has accepted from Seller, in exchange for good and sufficient consideration which both parties acknowledge, an option (the "Option") to purchase the real property owned by Seller legally described on Exhibit A attached hereto and made a part hereby this reference (the "Property"), on the terms and conditions as set forth in the Agreement. Seller acquired title to the Property by instrument recorded in Volume _____, Page _____, Deed Records, Allen County, Ohio.

2. The terms of the Agreement require Seller to convey the Property to Buyer if the Option is exercised by Buyer on or before June 21, 2024 unless the term of the Option is extended as provided in the Agreement.

3. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, conditions, and provisions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall govern and control.

4. This Memorandum shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, executors, and administrators.

The parties hereto have executed this Memorandum as of the day and year first above written.

Seller:

Brenneman Brothers

By: Stanley G Brenneman
Kim C Brenneman
Stanley G. Brenneman
Kim C. Brenneman

Its: OWNERS

Buyer:

Port Authority of Allen County

By: Maria Sanko

Its: Maria Sanko, Chairperson

STATE OF OHIO)
) ss.
COUNTY OF)

On this 15 day of June, 2023, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the person described in the foregoing instrument and he acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



CRYSTAL J SECOR
Notary Public
State of Ohio
My Comm. Expires
May 2, 2027

Crystal Secor
Notary Public
My Commission Expires: May 2, 2027

STATE OF OHIO)
)
COUNTY OF) ss.

On this 21 day of June, 2023, before me appeared Maria Sanko, Chairperson, on behalf of Port Authority of Allen County, to me personally known, who being by me duly sworn did say that he is the person described in the foregoing instrument and he acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Christina M. Matheus



NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES
JULY 25, 2023

This instrument was prepared by,
and after recording return to:

Rex Huffman.
932 Dixie Hwy.
Rossford, Ohio 43460
c/o Spitler Huffman LLP

200606398

31
FILED AND RECORDED
APR 27 20 06
AT 9:44 O'CLOCK A M
Deed VOL. 956 PAGE 282
MONA S. LOSH
RECORDER, ALLEN CO., OHIO
FEE 68.00 PAID
mail to: Straley Realty
A19 W. Elm St
Van Wert OH 44881

FIDUCIARY DEED (Statutory Form)

SUSAN J. TOMLINSON, EXECUTRIX OF THE ESTATE OF ROBERT W. KIRACOFE, (herein called "Grantor"), by the power conferred by the Last Will and Testament of ROBERT W. KIRACOFE, and every other power, for One Dollar (\$1.00) and other valuable consideration paid, grants, with fiduciary covenants, to BRENNEMAN BROTHERS, an Ohio partnership, (herein called "Grantee"), its successors and assigns, whose tax mailing address will be 5230 N. Grubb Road, Elida, Ohio 45807, the following real property:

Situated in the Township of American, County of Allen County and State of Ohio:

PARCEL ONE

The following described tract of land is part of the parcel described in Deed Vol. 829, Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, one thousand ninety-five and fifty hundredths (1,095.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, two hundred thirty-nine and ninety-three hundredths (239.93) feet; thence North zero degrees zero minutes twenty-six seconds West (N 0°00'26" W), through a 5/8 inch rered set at 30.00 feet, two thousand six hundred forty-two and eighty-five hundredths (2,642.85) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87°57'49" E), in the north line of said quarter, six hundred three and ninety-nine hundredths (603.99) feet to a 5/8 inch re-rod set; thence South zero degrees thirty minutes twenty-three seconds East (S 0°30'23" E) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0°56'05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W) three hundred eighty-two and zero hundredths (382.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1°00'00" W), through a 5/8 inch rered set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing thirty-two and five hundred eleven thousandths (32.511) acres, more or less, subject to legal highways and all easements and restrictions of record.

Transferred 4-27-06
Ben E. Dieppelbrock, Allen County Auditor
Fee 3.50 53

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
Fee \$ 1074.00
Exempt
Ben E. Dieppelbrock, Allen County Auditor

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PARCEL TWO

The following described tract of land is part of the parcel described in Deed Vol. 829, Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, nine hundred four and fifty hundredths (904.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch rerod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88°09'00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1°00'00" W), through a 5/8 inch rerod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

PARCEL THREE

The following described tract of land is part of the parcel described in Deed Vol. 829, Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, seven hundred thirteen and fifty hundredths (713.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch rerod set at 30.00 feet. five

five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

PARCEL FOUR

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Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, five hundred twenty-two and fifty hundredths (522.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88°09'00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1°00'00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

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South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W), in the centerline of said road, seventy-five and zero hundredths (75.00) feet; thence North one degree zero minutes zero seconds East (N 1°00'00" E), through a 5/8 inch rered set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0°56'05" W), one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0°56'05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88°09'00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1°00'00" W), through a 5/8 inch rered set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing fifteen and seven thousandths (15.007) acres, more or less, subject to legal highways and all easements and restrictions of record.

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five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

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All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

Parcel No. G2536120003001000

Prior instrument reference: Volume 826, Page 766, Allen County Deed Records.

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This deed is delivered and accepted by the parties with the premises in its "as is/where is" condition.

EXECUTED this 19th day of April, 2006.

Susan J. Tomlinson exx.
SUSAN J. TOMLINSON, EXECUTRIX OF
THE ESTATE OF ROBERT W. KIRACOFE

(Execution in accordance with Chapter 5301 of the Revised Code)

STATE OF OHIO, COUNTY OF ALLEN, SS:

The foregoing deed was acknowledged before me by **SUSAN J. TOMLINSON, EXECUTRIX OF THE ESTATE OF ROBERT W. KIRACOFE**, this 19th day of April, 2006.



SHARON L. WIGHT
Notary Public, State of Ohio
My Commission Expires
June 30, 2010

Sharon L. Wight
Notary Public - State of Ohio

This instrument prepared by: **ROBERT J. MEREDITH**, Cory, Meredith, Witter, Cheney, Anderson & Smith, L.P.A., A Legal Professional Association, 101 North Elizabeth Street, Suite 607, P.O. Box 1217, Lima, Ohio 45802-1217

YOL0956 PAGE287

Monu. Box over Stone NW Cor SW 1/4

Jerry R. Churchill V. 464 P. 668

Plat of Survey of Parcel No. 36-1200-03-001 as described in D.V. 829 P. 63 in SW 1/4 Sec. 12 T35-R6E American Twp. Allen County, OH

"G" 32.511 Ac. incl. 0.165 Acres of Road Right-of-Way

"F" 23.471 Ac. incl. 0.177 Ac. of Road R/W

"E" 15.007 Acres incl. 0.052 Ac. of Road R/W

Parcels A, B, C, D with bearings and distances: N1°00'00"E 572.00' 2.505 Ac. "D"; N1°00'00"E 572.00' 2.505 Ac. "C"; N1°00'00"E 572.00' 2.505 Ac. "B"; N1°00'00"E 572.00' 2.505 Ac. "A"

Note: All R/W pins were set 30.00' N. of & Bluelick Rd. Parcels "A" thru "D" contain 0.132 Ac. of Road R/W each.

James Neighbors V. 786 P. 669

James M. Jacobs Jr. Trustee V. 876 P. 578

Monu. Box over Stone SW Cor SW 1/4 1337.02'

Monu. Box over Stone SE Cor SW 1/4

& Bluelick Rd. 588°09'00"W, Assumed Bearing

NE Cor SW 1/4 VOL 10956 PAGE 288



3/ 6398

J. H. How 9/17/06 I.F.F.H.D.



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Approx 81 Acres - Vacant Land Bluelick Road, Lima, OH
Buyer(s): Bistrozzi, LLC
Seller(s): Kyle Brenneeman & Keaton Brenneeman

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

- Agent(s) _____ and real estate brokerage _____ will
- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
 - represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT DATE

BUYER/TENANT DATE

Kyle Brenneeman 7-11-25
SELLER/LANDLORD DATE

Keaton Brenneeman 7-11-25
SELLER/LANDLORD DATE

QUITCLAIM DEED

Know all Men by these Presents that Sarah N. Brenneman and Kyle C. Brenneman, Trustees of the Sarah N. Brenneman Living Trust dated March 30, 2023, and any amendments thereto, the Grantors, for valuable consideration, do hereby **Remise, Release and Forever Quit Claim** to Kyle C. Brenneman and Sarah N. Brenneman, Trustees of the Kyle C. Brenneman Living Trust dated March 30, 2023, and any amendments thereto, the Grantees, whose tax-mailing address is 4081 West Lincoln Highway, Gomer, Ohio 45809, their successors and assigns forever, their entire undivided one-fourth (1/4) interest in the following described **Real Estate**:

**PARCEL ONE:
SEE ATTACHED EXHIBIT A.**

Tax Parcel No. 36-1200-03-001.002
Property Address: 950 W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

**PARCEL TWO:
SEE ATTACHED EXHIBIT B.**

Tax Parcel No. 36-1200-03-001.000
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

PARCEL THREE:
SEE ATTACHED EXHIBIT C.

Tax Parcel No. 36-1200-03-001.003
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

PARCEL FOUR:
SEE ATTACHED EXHIBIT D.

Tax Parcel No. 36-1200-03-001.004
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

PARCEL FIVE:
SEE ATTACHED EXHIBIT E.

Tax Parcel No. 36-1200-03-001.005
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

PARCEL SIX:
SEE ATTACHED EXHIBIT F.

Tax Parcel No. 36-1200-03-001.006
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

PARCEL SEVEN:
SEE ATTACHED EXHIBIT G.

Tax Parcel No. 36-1200-03-001.001
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 06115, Allen County, Ohio Recorder's Office

and all the **Estate, Right, Title and Interest** of Sarah N. Brenneman and Kyle C. Brenneman, Trustees of the Sarah N. Brenneman Living Trust dated March 30, 2023, and any amendments thereto, the Grantors, in and to said premises; **To have and to hold** the same, with all the privileges and appurtenances thereunto belonging to said Grantees, their successors and assigns forever.

Whereof, Sarah N. Brenneman and Kyle C. Brenneman, Trustees of the Sarah N. Brenneman Living Trust dated March 30, 2023, and any amendments thereto, the Grantors, have here unto set their hands, this 11 day of July in the year A.D. Two Thousand Twenty-five.

Sarah N. Brenneman

Sarah N. Brenneman

Kyle C. Brenneman

Kyle C. Brenneman

STATE OF OHIO, COUNTY OF ALLEN, SS:

Acknowledged before me, a notary public, on this 11th day of July, 2025, by Sarah N. Brenneman and Kyle C. Brenneman, Trustees of the Sarah N. Brenneman Living Trust dated March 30, 2023, and any amendments thereto, the Grantors, who acknowledged their signatures to be their voluntary act and deed in such capacity. This is an acknowledgment. No oath or affirmation was administered to the signers with regard to this notarial act.



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

Rex H. Huffman
Notary Public - State of Ohio
My Commission Expires _____

*This instrument was prepared by Attorney Maryam E. Rezayat, Baker McClure Law & Title, LLC.
No title search was requested of or performed by this office.*

EXHIBIT "A"

SR54-141



ACCU TRACE LAND SURVEYS, INC.
2100 CASTLE ORLEN DRIVE
PO BOX 11
LIMA, OHIO 45802
(419) 999-4455

Robert Kiracofe
Page 6 of 8 pages
Tract E
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, four hundred forty-seven and fifty hundredths (447.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, seventy-five and zero hundredths (75.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0° 56' 05" W) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0° 56' 05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing fifteen and seven thousandths (15.007) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-ods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5777

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley
3/17/06

Parcel No. 36-1200-03-001.007
Address: 950 W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "B"

SR54-143



ACCUTRACE LAND SURVEYS, INC.
7400 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45801
(419) 599-4415

Robert Kincofc
Page 8 of 8 pages
Tract G
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, one thousand ninety-five and fifty hundredths (1,095.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, two hundred thirty-nine and ninety-three hundredths (239.93) feet; thence North zero degrees zero minutes twenty-six seconds West (N 0° 00' 26" W), through a 5/8 inch re-rod set at 30.00 feet, two thousand six hundred forty-two and eighty-five hundredths (2,642.85) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87° 57' 49" E), in the north line of said quarter, six hundred three and ninety-nine hundredths (603.99) feet to a 5/8 inch re-rod set; thence South zero degrees thirty minutes twenty-three seconds East (S 0° 30' 23" E) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0° 56' 05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) three hundred eighty-two and zero hundredths (382.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing thirty-two and five hundred eleven thousandths (32.511) acres, more or less, subject to legal highways and all easements and restrictions of record

All 5/8 inch re-ods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Pennamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley

10/17/06
W

Parcel No. 36-1200-03-001.000
Address: W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "C"

SR54-137



ACCUTRAC LAND SURVEYS, INC.
200 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45802
(419) 999-4133

Robert Kiracofe
Page 2 of 8 pages
Tract A
March 16, 2006

The following described tract of land is part of the parcel described in Dood Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, two hundred fifty-six and fifty hundredths (256.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rod set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Perma-mark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley

3/17/06

Parcel No. 36-1200-03-001.003
Address: W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "D"

SR54-138



ACCUTRACE LAND SURVEYS, INC.
2206 CASTLE GREEN DRIVE
PO BOX 11
LIMA, OHIO 45807
(419) 969-4455

Robert Kiracofe
Page 3 of 8 pages
Tract B
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, five hundred twenty-two and fifty hundredths (522.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record

All 5/8 inch re-rod set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06 George E. Woolley
George E. Woolley

3/17/06

Parcel No. 36-1200-03-001.004
Address: W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "E"

SR54-139



ACCU-TRACE LAND SURVEYS, INC.
2300 CASTLE GREEN DRIVE
PO BOX 11
LIMA, OHIO 45802
(419) 999-4455

Robert Kiracofe
Page 4 of 8 pages
Tract C
March 16, 2006

The following described tract of land is part of the parcel described in Dred Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, seven hundred thirteen and fifty hundredths (713.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rod sets, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley

710.710
3/17/06

Parcel No. 36-1200-03-001.005
Address: W. Bluelick Road, Lima Ohio 45801

EXHIBIT "F"

SR54-140



ACCU-TRACE LAND SURVEYS, INC.
7100 CASTLE GREEN DRIVE
P.O. BOX 1
LIMA, OHIO 45802
(419) 999-4455

Robert Kiracofe
Page 5 of 8 pages
Tract D
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, nine hundred four and fifty hundredths (904.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rod set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley

SEARCHED
SERIALIZED
INDEXED
MAR 17 2006
LIMA, OHIO

Parcel No. 36-1200-03-001.006
Address: W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "6"

SR54-142



ACCU-TRACE LAND SURVEYS, INC.
2300 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45802
(419) 999-4455

Robert Kiracofe
Page 7 of 8 pages
Tract F
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

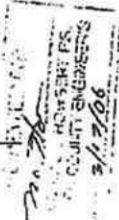
Beginning at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, two hundred fifty-six and fifty hundredths (256.50) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0° 56' 05" W) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence North zero degrees thirty minutes twenty-three seconds West (N 0° 30' 23" W) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87° 57' 49" E), in the north line of said quarter, seven hundred thirty and thirty hundredths (730.30) feet to a 5/8 inch re-rod set in the east line of said quarter; thence South zero degrees two minutes six seconds East (S 0° 02' 06" E), in the east line of said quarter, through a 5/8 inch re-rod set at 2617.15 feet, two thousand six hundred forty-seven and fifteen hundredths (2,647.15) feet to the place of beginning containing twenty-three and four hundred seventy-one thousandths (23.471) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley



Parcel No. 36-1200-03-001.001
Property Address: W. Bluelick Road, Lima, Ohio 45801

QUITCLAIM DEED

Know all Men by these Presents that Kristen M. Brenneman and Keaton A. Brenneman, Trustees of the Kristen M. Brenneman Living Trust dated March 2, 2023, and any amendments thereto, the Grantors, for valuable consideration, do hereby Remise, Release and Forever Quit Claim to Keaton A. Brenneman and Kristen M. Brenneman, Trustees of the Keaton A. Brenneman Living Trust dated March 2, 2023, and any amendments thereto, the Grantees, whose tax-mailing address is 5230 Grubb Road, Elida, Ohio, 45807, their successors and assigns forever, their entire undivided one-fourth (1/4) interest in the following described Real Estate:

**PARCEL ONE:
SEE ATTACHED EXHIBIT A.**

Tax Parcel No. 36-1200-03-001.002
Property Address: 950 W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

**PARCEL TWO:
SEE ATTACHED EXHIBIT B.**

Tax Parcel No. 36-1200-03-001.000
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

**PARCEL THREE:
SEE ATTACHED EXHIBIT C.**

Tax Parcel No. 36-1200-03-001.003
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

**PARCEL FOUR:
SEE ATTACHED EXHIBIT D.**

Tax Parcel No. 36-1200-03-001.004
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

**PARCEL FIVE:
SEE ATTACHED EXHIBIT E.**

Tax Parcel No. 36-1200-03-001.005
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

**PARCEL SIX:
SEE ATTACHED EXHIBIT F.**

Tax Parcel No. 36-1200-03-001.006
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 03900, Allen County, Ohio Recorder's Office

**PARCEL SEVEN:
SEE ATTACHED EXHIBIT G.**

Tax Parcel No. 36-1200-03-001.001
Property Address: W. Bluelick Road, Lima, Ohio 45801
Prior Transfer: OR 2024, Page 06115, Allen County, Ohio Recorder's Office

and all the **Estate, Right, Title and Interest** of Kristen M. Brenneman and Keaton A. Brenneman, Trustees of the Kristen M. Brenneman Living Trust dated March 2, 2023, and any amendments thereto, the Grantors, in and to said premises; **To have and to hold** the same, with all the privileges and appurtenances thereunto belonging to said Grantees, their successors and assigns forever.

Whereof, Kristen M. Brenneman and Keaton A. Brenneman, Trustees of the Kristen M. Brenneman Living Trust dated March 2, 2023, and any amendments thereto, the Grantors, have here unto set their hands, this _____ day of July in the year A.D. Two Thousand Twenty-five.



Kristen M. Brenneman



Keaton A. Brenneman

STATE OF OHIO, COUNTY OF ALLEN, SS:

Acknowledged before me, a notary public, on this 11th day of July, 2025, by Kristen M. Brenneman and Keaton A. Brenneman, Trustees of the Kristen M. Brenneman Living Trust dated March 2, 2023, and any amendments thereto, the Grantors, who acknowledged their signatures to be their voluntary act and deed in such capacity. This is an acknowledgment. No oath or affirmation was administered to the signers with regard to this notarial act.



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.



Notary Public - State of Ohio
My Commission Expires _____

*This instrument was prepared by Attorney Maryam E. Rezayat, Baker McClure Law & Title, LLC.
No title search was requested of or performed by this office.*

EXHIBIT "A"

SR54-141



ACCU TRACE LAND SURVEYS, INC.
2300 CASTLE ORLEN DRIVE
PO BOX 11
LIMA, OHIO 45802
(419) 999-4453

Robert Kincaid
Page 6 of 8 pages
Tract E
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, four hundred forty-seven and fifty hundredths (447.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, seventy-five and zero hundredths (75.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0° 56' 05" W) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0° 56' 05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing fifteen and seven thousandths (15.007) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-ods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley
2006
3/17/06

Parcel No. 36-1200-03-001.002
Address: 950 W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "B"

SR54-143



ACCUTRACE LAND SURVEYS, INC.
7300 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45801
(419) 599-4475

Robert Kiracofc
Page 8 of 8 pages
Tract G
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, one thousand ninety-five and fifty hundredths (1,095.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, two hundred thirty-nine and ninety-three hundredths (239.93) feet; thence North zero degrees zero minutes twenty-six seconds West (N 0° 00' 26" W), through a 5/8 inch re-rod set at 30.00 feet, two thousand six hundred forty-two and eighty-five hundredths (2,642.85) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87° 57' 49" E), in the north line of said quarter, six hundred three and ninety-nine hundredths (603.99) feet to a 5/8 inch re-rod set; thence South zero degrees thirty minutes twenty-three seconds East (S 0° 30' 23" E) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0° 56' 05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) three hundred eighty-two and zero hundredths (382.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing thirty-two and five hundred eleven thousandths (32.511) acres, more or less, subject to legal highways and all easements and restrictions of record

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley

10/11/06
2/17/06
[Handwritten notes and stamps]

Parcel No. 36-1200-03-001.000
Address: W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "C"

SR54-137



ACCU-TRACT LAND SURVEYS, INC.
200 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45802
(419) 929-4133

Robert Kiracofe
Page 2 of 8 pages
Tract A
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 820 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

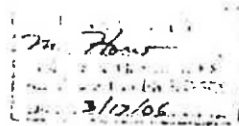
Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, two hundred fifty-six and fifty hundredths (256.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic PermaMark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley



Parcel No. 36-1200-03-001.003
Address: W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "D"

SR54-138



ACCU-TRACE LAND SURVEYS, INC.
2290 CASHTY GREEN DRIVE
PO BOX 11
LIMA, OHIO 45807
(419) 969-4455

Robert Kiracofe
Page 3 of 8 pages
Tract B
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West ($S 88^{\circ} 09' 00'' W$), in the centerline of said road, assumed bearing, and the south line of said quarter, five hundred twenty-two and fifty hundredths (522.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West ($S 88^{\circ} 09' 00'' W$), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East ($N 1^{\circ} 00' 00'' E$), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East ($N 88^{\circ} 09' 00'' E$) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West ($S 1^{\circ} 00' 00'' W$), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley

3/17/06

Parcel No. 36-1200-03-001.004
Address: W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "E"

SR54-139



ACCUTRACE LAND SURVEYS, INC.
2300 CASTLE GREEN DRIVE
PO BOX 11
LIMA, OHIO 45801
(419) 599-3455

Robert Kiracofe
Page 4 of 8 pages
Tract C
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, seven hundred thirteen and fifty hundredths (713.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Pernumark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volumes and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley

710
3/17/06

Parcel No. 36-1200-03-001.005
Address: W. Bluelick Road, Lima Ohio 45801

EXHIBIT "F"

SR54-140



ACCU-TRACE LAND SURVEYS, INC
7100 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45802
(419) 599-4433

Robert Kiracofe
Page 5 of 8 pages
Tract D
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

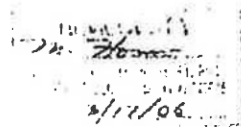
Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, nine hundred four and fifty hundredths (904.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rod set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley



Parcel No. 36-1200-03-001.006
Address: W. Bluelick Road, Lima, Ohio 45801

EXHIBIT "G"

SR54-142



ACCU-TRACE LAND SURVEYS, INC.
2300 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45802
(419) 999-4455

Robert Kiracofe
Page 7 of 8 pages
Tract F
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Beginning at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, two hundred fifty-six and fifty hundredths (256.50) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0° 56' 05" W) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence North zero degrees thirty minutes twenty-three seconds West (N 0° 30' 23" W) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87° 57' 49" E), in the north line of said quarter, seven hundred thirty and thirty hundredths (730.30) feet to a 5/8 inch re-rod set in the east line of said quarter; thence South zero degrees two minutes six seconds East (S 0° 02' 06" E), in the east line of said quarter, through a 5/8 inch re-rod set at 2617.15 feet, two thousand six hundred forty-seven and fifteen hundredths (2,647.15) feet to the place of beginning containing twenty-three and four hundred seventy-one thousandths (23.471) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley



Parcel No. 36-1200-03-001.001
Property Address: W. Bluelick Road, Lima, Ohio 45801

LIMITED WARRANTY DEED

Kyle C. Brenneman and Sarah N. Brenneman, Co-Trustees of the Kyle C. Brenneman Living Trust dated March 30, 2023, and any amendments thereto; ~~Sarah N. Brenneman and Kyle C. Brenneman, Co-Trustees of the Sarah N. Brenneman Living Trust dated March 30, 2023, and amendments thereto;~~ Keaton A. Brenneman and Kristen M. Brenneman, Co-Trustees of the Keaton A. Brenneman Living Trust dated March 2, 2023, and any amendments thereto; and, ~~Kristen M. Brenneman and Keaton A. Brenneman, Co-Trustees of the Kristen M. Brenneman Living Trust dated March 2, 2023, and amendments thereto~~ (“Grantors”), for valuable consideration paid, grants, with limited warranty covenants, to **BISTROZZI LLC, a Delaware limited liability company (“Grantee”), whose tax mailing address is 2801 Centerville Road, 1st Floor, PMB 811, Wilmington, Delaware 19808, the following real property situated in the State of Ohio, County of Allen, and Township of American which is more particularly described on Exhibit A, attached hereto and made a part hereof.**

Parcel Nos.: 36-1200-03-001.001, 36-1200-03-001.000,
36-1200-03-001.002, 36-1200-03-001.003,
36-1200-03-001.004, 36-1200-03-001.005, and
36-1200-03-001.006


Address: West Bluelick Road, Lima, Ohio 45801
950 West Bluelick Road, Lima, Ohio 45801

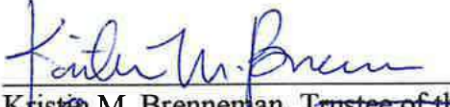
Prior Instrument Reference: OR 2024, Page 3900 and OR 2024, Page 6115,
Recorder’s Office, Allen County, Ohio.

The foregoing conveyance is made subject to taxes and assessments not yet due and payable; easements, conditions and restrictions of record, if any; and legal highways and zoning ordinances.

[signature pages follow]

IN WITNESS WHEREOF, Grantors have executed this Limited Warranty Deed as of this 11th day of ~~June~~ July, 2025.


Keaton A. Brenneman, Trustee of the Keaton A. Brenneman Living Trust and of the ~~Kristin M. Brenneman Living Trust~~


~~Kristin M. Brenneman, Trustee of the Kristin M. Brenneman Living Trust and of the Keaton A. Brenneman Living Trust~~

ACKNOWLEDGMENT CERTIFICATE

STATE OF OHIO)
) SS:
COUNTY OF ALLEN)

The foregoing instrument was acknowledged before me this 11th day of ~~June~~ July, 2025, by Keaton A. Brenneman and ~~Kristin M. Brenneman~~, Trustees of the Keaton A. Brenneman Living Trust dated March 2, 2023, and any amendments thereto, ~~Kristin M. Brenneman~~ and Keaton A. Brenneman, Trustees of the Kristin M. Brenneman Living Trust dated March 2, 2023, and any amendments thereto.



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.


Printed Name: _____

This instrument prepared by:
Jill S. Tangeman, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

11th IN WITNESS WHEREOF, Grantors have executed this Limited Warranty Deed as of this day of ~~June~~, 2025.
July

Kyle Brenneman
Kyle C. Brenneman, Trustee of the Kyle C. Brenneman Living Trust ~~and of the Sarah N. Brenneman Living Trust~~

Sarah N. Brenneman
Sarah N. Brenneman, ~~Trustee of the Sarah N. Brenneman Living Trust~~ and of the Kyle C. Brenneman Living Trust

ACKNOWLEDGMENT CERTIFICATE

STATE OF OHIO)
) SS:
COUNTY OF ALLEN)

The foregoing instrument was acknowledged before me this 11th day of ~~June~~, 2025, by Kyle C. Brenneman and Sarah N. Brenneman, Trustees of the Kyle C. Brenneman Living Trust dated March 30, 2023, and any amendments thereto, ~~and Sarah N. Brenneman and Kyle C. Brenneman, Trustees of the Sarah N. Brenneman Living Trust dated March 30, 2023,~~ and any amendments thereto.



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

[Signature]
Printed Name:

EXHIBIT A

Legal Description of the Property



ACCU-TRACE LAND SURVEYS, INC.
2ND CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45801
(419) 999-4433

Robert Kiracofe
Page 2 of 8 pages
Tract A
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

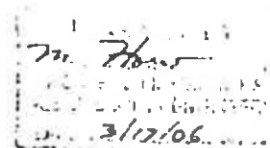
Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, two hundred fifty-six and fifty hundredths (256.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permark[®] cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley



Parcel No. 36-1200-03-001.003
Address: W. Bluelick Road, Lima, Ohio 45801
Prior Instrument: OR 2024, Page 3900

EXHIBIT A, CONT'D



ACCU-TRACE LAND SURVEYS, INC.
200 CASTLE GREEN DRIVE
PO BOX 11
LIMA, OHIO 45802
(619) 959-4455

Robert Kiracofe
Page 3 of 8 pages
Tract B
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, five hundred twenty-two and fifty hundredths (522.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley

3/17/06

Parcel No. 36-1200-03-001.004
Address: W. Bluelick Road, Lima, Ohio 45801
Prior Instrument: OR 2024, Page 3900

EXHIBIT A, CONT'D



ACCUTRACE LAND SURVEYS, INC.
2300 CASTLE GREEN DRIVE
PO BOX 11
LIMA, OHIO 45802
(419) 999-4455

Robert Kincafe
Page 4 of 8 pages
Tract C
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, seven hundred thirteen and fifty hundredths (713.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
George E. Woolley

712
3/17/06

Parcel No. 36-1200-03-001.005
Address: W. Bluelick Road, Lima Ohio 45801
Prior Instrument: OR 2024, Page 3900

EXHIBIT A, CONT'D



ACCU-TRACE LAND SURVEYS, INC
2700 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45802
(419) 999-4455

Robert Kiracofe
Page 5 of 8 pages
Tract D
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, nine hundred four and fifty hundredths (904.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06 
George E. Woolley

RECORDED
MAR 20 2006
LIMA, OHIO
3/17/06

Parcel No. 36-1700-03-001.006
Address: W. Bluelick Road, Lima, Ohio 45801

Prior Instrument: OR 2024, Page 3900

EXHIBIT A, CONT'D



ACCU-TRACE LAND SURVEYS, INC.
2100 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45802
(419) 999-4655

Robert Kiracofe
Page 6 of 8 pages
Tract F
March 16, 2006

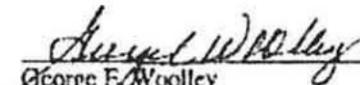
The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, four hundred forty-seven and fifty hundredths (447.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, seventy-five and zero hundredths (75.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0° 56' 05" W) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0° 56' 05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing fifteen and seven thousandths (15.007) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-roads set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06


George E. Woolley
2006
3/17/06

Parcel No. 36-1200-03-001.002
Address: 950 W. Bluelick Road, Lima, Ohio 45801

Prior Instrument: OR 2024, Page 3900

EXHIBIT A, CONT'D



ACCUTRACE LAND SURVEYS, INC.
2300 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45801
(419) 999-4435

Robert Kinacofe
Page 8 of 8 pages
Tract G
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, one thousand ninety-five and fifty hundredths (1,095.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, two hundred thirty-nine and ninety-three hundredths (239.93) feet; thence North zero degrees zero minutes twenty-six seconds West (N 0° 00' 26" W), through a 5/8 inch re-rod set at 30.00 feet, two thousand six hundred forty-two and eighty-five hundredths (2,642.85) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87° 57' 49" E), in the north line of said quarter, six hundred three and ninety-nine hundredths (603.99) feet to a 5/8 inch re-rod set; thence South zero degrees thirty minutes twenty-three seconds East (S 0° 30' 23" E) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0° 56' 05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) three hundred eighty-two and zero hundredths (382.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing thirty-two and five hundred eleven thousandths (32.511) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Perma-mark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley

Parcel No. 36-1200-03-001.000
Address: W. Bluelick Road, Lima, Ohio 45801
Prior Instrument: OR 2024, Page 3900

EXHIBIT A, CONT'D



ACCU-TRACE LAND SURVEYS, INC.
2300 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45802
(419) 999.4455

Robert Kiracofe
Page 7 of 8 pages
Tract F
March 16, 2006

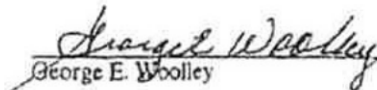

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Beginning at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, two hundred fifty-six and fifty hundredths (256.50) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0° 56' 05" W) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence North zero degrees thirty minutes twenty-three seconds West (N 0° 30' 23" W) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87° 57' 49" E), in the north line of said quarter, seven hundred thirty and thirty hundredths (730.30) feet to a 5/8 inch re-rod set in the east line of said quarter; thence South zero degrees two minutes six seconds East (S 0° 02' 06" E), in the east line of said quarter, through a 5/8 inch re-rod set at 2617.15 feet, two thousand six hundred forty-seven and fifteen hundredths (2,647.15) feet to the place of beginning containing twenty-three and four hundred seventy-one thousandths (23.471) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rod set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06


George E. Woolley


Parcel No. 36-1200-03-001.001
Property Address: W. Bluelick Road, Lima, Ohio 45801
Previous Instrument: OR 2024, Page 6115



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	Date
-----------------	---------------	---------------	-------------------	------

Property located in _____ taxing district
 Name on tax duplicate _____ Tax duplicate year _____
 Acct. or permanent parcel no. _____ Map book _____ Page _____
 Description _____ Platted _____ Unplatted _____

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

Number
No. of Parcels
DTE Code No.
Neigh. Code
No. of Acres
Land Value
Bldg. Value
Total Value
0.00
DTE Use Only
DTE Use Only
DTE Use Only
Consideration
DTE Use Only Valid sale 1. Yes 2. No
Receipt Number

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

1. Grantor's name Kyle C. Brenneman & Sarah N. Brenneman, Trustees, and Phone _____
 2. Grantee's name Bistrozzi LLC, a Delaware limited liability company Phone _____
 Grantee's address 2801 Centerville Rd., 1st Floor, PMB 811, Wilmington, Delaware 19808
 3. Address of property 950 West Bluelick Road Lima, Ohio 45801 (36-1200-03-001.002)
 4. Tax billing address 2801 Centerville Rd., 1st Floor, PMB 811, Wilmington, Delaware 19808
 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 _____
 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 _____
 7. a) New mortgage amount (if any).....\$ _____
 b) Balance assumed (if any).....\$ _____
 c) Cash (if any).....\$ _____
 d) Total consideration (add lines 7a, 7b and 7c).....\$ _____
 e) Portion, if any, of total consideration paid for items other than real property.....\$ _____
 f) Consideration for real property on which fee is to be paid (7d minus 7e).....\$ _____
 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 of grantee or representative Date

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

Statement of Conveyance of Current Agricultural Use Valuation Property

To be attached to conveyance fee forms DTE 100 and 100(EX).

Grantor's name Kyle C. Brenneman and Sarah N. Brenneman, Trustees & Keaton A. Brenneman & Kristen M. Brenneman, Trustees

Grantor's address 4845 Sherrick Rd., Lima, Ohio 45807

Grantee's name Bistrozzi LLC, a Delaware limited liability company

Grantee's address 2801 Centerville Rd., 1st Floor, PMB 811, Wilmington, Delaware 19808

Taxing district Elida L.S.D. Parcel or account number 36-1200-03-001.001, 36-1200-03-001.000, 36-1200-03-001.002, 36-1200-03-001.003, 36-1200-03-001.004, 36-1200-03-001.005, and 36-1200-03-001.006

The grantor of the property referred to above states that the property has qualified for the current agricultural use valuation exemption under Ohio Revised Code section 5713.31 for the preceding or the current tax year. The grantee has been made aware prior to the closing that if the property does not continue to so qualify, either for the current or for the succeeding tax year, it will be subject to a recoupment charge equal to the tax savings as described in R.C. sections 5713.30 and 5713.34. Furthermore, the grantor and the grantee have considered and accounted for the total estimated amount of such recoupment, if any, to the satisfaction of both the grantee and the grantor.



Signature of grantor or representative

Sworn to or affirmed in my presence,

This 11th day of June 2025



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.



Notary public

Endorsed by _____ County Auditor

Upon presentation of this instrument, the county auditor shall endorse it, forward it to the grantee or his representative, and provide a copy of the endorsed instrument to the grantor or his representative, evidencing delivery to the county auditor.

County auditor

Date



**CHICAGO TITLE
COMPANY**

Chicago Title Insurance Company
2800 Corporate Exchange Drive, Suite 380
Columbus, OH 43231
Phone: (614)865-1562 Fax: (614)865-1565

Settlement Statement

Settlement Date: July 14, 2025
Disbursement Date: July 14, 2025
Order Number: GLW2401179A
Buyer: Bistrozzi, LLC
Seller: Kyle C. Brenneman and Sarah N. Brenneman, Co-Trustees of the Kyle C. Brenneman Living Trust dated March 30, 2023, and any amendments thereto; Sarah N. Brenneman and Kyle C. Brenneman, Co-Trustees of the Sarah N. Brenneman Living Trust dated March 30, 2023, and amendments thereto

Keaton A. Brenneman and Kristen M. Brenneman, Co- Trustees of the Keaton A. Brenneman Living Trust dated March 2, 2023, and any amendments thereto; and, Kristen M. Brenneman and Keaton A. Brenneman, Co-Trustees of the Kristen M. Brenneman Living Trust dated March 2, 2023, and amendments thereto

Property: W Bluelick Rd
Lima, OH 45801
APN/Parcel ID: 36-1200-03-001.000, 36-1200-03-001.001, 36-1200-03-001.002, 36-1200-03-001.003, 36-1200-03-001.004, 36-1200-03-001.005, 36-1200-03-001.006

	Buyer		Seller	
	Debit	Credit	Debit	Credit
Total Consideration				
Purchase Price	3,564,000.00			3,564,000.00
Option Agreement Credit		1,000.00	1,000.00	
Closing Costs				
Commission to Oakridge Realty & Auction Co.			178,200.00	
36-1200-03-001.000 - 2nd Half 2024 RE Taxes to Allen County, Ohio DUE JULY 11			647.61	
36-1200-03-001.001 - 2nd Half 2024 RE Taxes to Allen County, Ohio DUE JULY 11			455.26	
36-1200-03-001.002 - 2nd Half 2024 RE Taxes to Allen County, Ohio DUE JULY 11			1,478.07	
36-1200-03-001.003 - 2nd Half 2024 RE Taxes to Allen County, Ohio DUE JULY 11			57.43	
36-1200-03-001.004 - 2nd Half 2024 RE Taxes to Allen County, Ohio DUE JULY 11			60.31	
36-1200-03-001.005 - 2nd Half 2024 RE Taxes to Allen County, Ohio DUE JULY 11			56.10	
36-1200-03-001.006 - 2nd Half 2024 RE Taxes to Allen County, Ohio DUE JULY 11			52.55	

Settlement Statement

	Buyer		Seller	
	Debit	Credit	Debit	Credit
Closing Costs (continued)				
CAUV Recoupment - 36-1200-03-001.000 to Allen County, Ohio Auditor	9,380.18			
AG DISTRICT PENALTY to Allen County, Ohio Auditor	703.51			
CAUV Recoupment 36-1200-03-001.001 to Allen County, Ohio Auditor	6,804.32			
AG DISTRICT PENALTY to Allen County, Ohio Auditor	510.32			
CAUV Recoupment - 36-1200-03-001.002 to Allen County, Ohio Auditor	3,671.60			
AG DISTRICT PENALTY to Allen County, Ohio Auditor	275.37			
CAUV Recoupment - 36-1200-03-001.003 to Allen County, Ohio Auditor	624.76			
AG DISTRICT PENALTY to Allen County, Ohio Auditor	46.86			
CAUV Recoupment - 36-1200-03-001.004 to Allen County, Ohio Auditor	608.94			
AG DISTRICT PENALTY to Allen County, Ohio Auditor	45.67			
CAUV Recoupment - 36-1200-03-001.005 to Allen County, Ohio Auditor	632.42			
AG DISTRICT PENALTY to Allen County, Ohio Auditor	47.43			
CAUV Recoupment - 36-1200-03-001.006 to Allen County, Ohio Auditor	652.54			
AG DISTRICT PENALTY to Allen County, Ohio Auditor	48.94			
Title and Escrow to Fidelity National Title				
Search & Exam	450.00			
Update Fee	150.00			
Closing Fees	750.00		750.00	
Commitment - Ohio	100.00			
Owner's Policy Premium Coverage: \$3,564,000.00 Version: ALTA Owner's Policy 2021 - OH (12/01/2022)	10,613.50			
ALTA 09.2-06 - Covenants, Conditions and Restrictions - Improved Land	285.12			
ALTA 17-06 - Access and Entry	150.00			
ALTA 17.2-06 - Utility Access	250.00			
ALTA 18.1-06 - Multiple Tax Parcel - Easements	50.00			
ALTA 19-06 - Contiguity - Multiple Parcels	50.00			
ALTA 22-06 - Location	150.00			
ALTA 25-06 - Same as Survey	150.00			

Settlement Statement

	Buyer		Seller	
	Debit	Credit	Debit	Credit
Title and Escrow to Fidelity National Title (continued)				
Survey (OP)	100.00			
OH 112.1 Dltm of Gnr! Excp fr MchLn-OP	1,061.35			
Transfer and Recording Charges				
Recording & Service Fees	400.00			
Conveyance Fees			10,695.50	
Prorations/Adjustments				
36-1200-03-001.000 - 2025 RE Taxes - Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ 3.548548 per day at \$1,295.22 01/01/25-07/13/25		688.42	688.42	
36-1200-03-001.001 - 2025 RE Taxes - Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ 2.494575 per day at \$910.52 01/01/25-07/13/25		483.95	483.95	
36-1200-03-001.002 - 2025 RE Taxes - Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ 8.099014 per day at \$2,956.14 01/01/25-07/13/25		1,571.21	1,571.21	
36-1200-03-001.003 - 2025 RE Taxes - Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ .336658 per day at \$122.88 01/01/25-07/13/25		65.31	65.31	
36-1200-03-001.004 - 2025 RE Taxes - Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ .352493 per day at \$128.66 01/01/25-07/13/25		68.38	68.38	
36-1200-03-001.005 - 2025 RE Taxes - Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ .32937 per day at \$120.22 01/01/25-07/13/25		63.90	63.90	
36-1200-03-001.006 - 2025 RE Taxes - Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ .309918 per day at \$113.12 01/01/25-07/13/25		60.12	60.12	
Subtotals	3,602,762.83	4,001.29	196,454.12	3,564,000.00
Balance Due FROM Buyer		3,598,761.54		
Balance Due TO Seller			3,367,545.88	
Totals	3,602,762.83	3,602,762.83	3,564,000.00	3,564,000.00

See signature page to follow

Settlement Statement

Purchaser/Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser/Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Fidelity National Title Insurance Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Fidelity National Title Insurance Company will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Fidelity National Title Insurance Company is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Fidelity National Title Insurance Company is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Fidelity National Title Insurance Company is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Fidelity National Title Insurance Company is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

The undersigned hereby authorizes Fidelity National Title Insurance Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

BUYER

Bistrozzi, LLC

BY: _____

Settlement Statement

SELLER



Kyle C. Brenneman, Trustee of the Kyle C.
Brenneman Living Trust ~~and of the Sarah N.
Brenneman Living Trust~~



Keaton A. Brenneman, Trustee of the Keaton
A. Brenneman Living Trust ~~and of the Kristin
M. Brenneman Living Trust~~



Kristin M. Brenneman, Trustee of the Kristin
M. Brenneman Living Trust ~~and of the
Keaton A. Brenneman Living Trust~~



Sarah N. Brenneman, Trustee of the Sarah N.
Brenneman Living Trust ~~and of the Kyle C.
Brenneman Living Trust~~

Chicago Title Insurance Company

BY: _____
Caitlin Jacopin



52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008

614.464.6400 | vorys.com

Founded 1909

Jill S. Tangeman
Direct Dial (614) 464-5608
Direct Fax (614) 464-5608
Email jstangeman@vorys.com

July 3, 2025

VIA OVERNIGHT COURIER

Brenneman Brothers
5230 N. Grubb Road
Elida, Ohio 45807

Larry Vandemark
Oakridge Realty & Auction, Co.
2550 W. Breese Road
Lima, Ohio 45806

Re: Notice of Exercise of Option to Purchase pursuant to Section 3 of that certain Option to Purchase Agreement by and between Brenneman Brothers, an Ohio partnership ("**Seller**") and Port Authority of Allen County, a Port Authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("**PAAC**"), as assigned (the "**Agreement**").

Dear Messrs. Brenneman, Brenneman, and Vandemark:

On or about July 3, 2025, PAAC approved the assignment of the Agreement to our client, BISTROZZI LLC, a Delaware limited liability company, as permitted by Section 21 of the Agreement, (the "**Assignment**"). Pursuant to the Assignment, BISTROZZI LLC now holds the option to purchase the Property subject to the Agreement. With this letter, BISTROZZI LLC exercises its option to purchase the Property, with the Closing of said purchase to take place on Monday, July 14, 2025.

Please do not hesitate to contact me, using the information provided above, should you have any questions.

VORYS

July 3, 2025
Page 2

Very truly yours,



Jill S. Tangeman

JST/jdn

**ASSIGNMENT
OF
OPTION TO PURCHASE AGREEMENT**

THIS ASSIGNMENT OF OPTION TO PURCHASE AGREEMENT (this “Assignment”) is entered into to be effective as of July ____, 2025 (the “Effective Date”) by and between **PORT AUTHORITY OF ALLEN COUNTY**, a port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (“Assignor”) and **BISTROZZI LLC**, a Delaware limited liability company (“Assignee”).

RECITALS:

WHEREAS, pursuant to that certain Option to Purchase Agreement dated effective as of June 21, 2023 (the “Option Agreement”) by and between Brenneman Brothers, an Ohio partnership (the “Seller”), as seller, and Assignor, as buyer, Assignor has an exclusive right and option to purchase that certain real property located in Allen County, Ohio, being Allen County Parcel Nos. 36-1200-03-001.000, 36-1200-03-001.001, 36-1200-03-001.002, 36-1200-03-001.003, 36-1200-03-001.004, 36-1200-03-001.005, and 36-1200-03-001.006 consisting of approximately 81.03 acres, legally described on Exhibit A, attached hereto and made a part hereof (the “Property”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s rights in the Option Agreement pursuant to the terms of this Assignment;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Assignor hereby assigns and transfers, as of the Effective Date, all of its right, title and interest in, to and under the Option Agreement to Assignee. From and after the date hereof, Assignee assumes all of the rights, duties and obligations of Assignor hereinafter arising under the terms of the Option Agreement.

2. Indemnification: The Parties agree to the following indemnification obligations:

a. **Indemnity by Assignor**: Assignor covenants and agrees to indemnify, defend and hold harmless Assignee and its respective officers, directors, employees and agents, successors and assigns, from and against any and all losses, claims, liabilities, actions, demands, costs and expenses, including reasonable attorney and paralegal fees and expenses, suffered by Assignee, as a result of any breach of the obligations of Assignor arising on or before the Effective Date under or with respect to the Option Agreement.

b. **Indemnity by Assignee:** Assignee covenants and agrees to indemnify, defend and hold harmless Assignor and its respective officers, directors, employees and agents, successors and assigns, from and against any and all losses, claims, liabilities, actions, demands, costs and expenses, including reasonable attorney and paralegal fees and expenses, suffered by Assignor, as a result of any breach of the obligations of Assignee arising from and after the Effective Date under or with respect to the Option Agreement.

3. **No Breach or Modification.** Assignor represents and warrants that it has not breached, violated, or defaulted under any of the terms or provisions of the Option Agreement, and no event or condition exists that, with the giving of notice or the passage of time, or both, would constitute a breach, violation, or default by Assignor. The Option Agreement constitutes the entire agreement between Assignor and the Seller with respect to the Property, has not been amended, supplemented, or modified in any way, and no other agreements, rights, or obligations related to the Property exist that require assignment to Assignee.

4. **Payments and Obligations.** Assignor represents and warrants that all payments and obligations required under the Option Agreement, including, but not limited to the Initial Option Payment (as defined the Option Agreement), have been made or satisfied as of the Effective Date, and there are no outstanding amounts due to the Seller or any other party under the Option Agreement.

5. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to its conflict of law principles.

6. **Entire Agreement.** This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understanding, whether written or oral. No amendment or modification to this Assignment shall be effective unless made in writing and signed by both parties.

7. **Severability.** If any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Assignment, which shall remain in full force and effect.

8. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which together shall constitute but one Assignment. In addition, this Assignment may be executed in person or by electronic signature.

[Signature Page Follows]

Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

PORT AUTHORITY OF ALLEN COUNTY,

a port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio

By: Phil Buell
Name: Phil Buell
Title: Board Chairman

STATE OF OHIO
COUNTY OF ALLEN, SS:

The foregoing instrument was acknowledged before me this 5th day of July, 2025, by Phil Buell, the Chairman of the Port Authority of Allen County, a port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio, on behalf of the port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio.

[Signature]

Notary Public
Printed Name: _____
My Commission Expires: _____
(Seal)



REX H. HUFFMAN
Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

ASSIGNEE:

BISTROZZI LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ___ day of July, 2025, by _____, the _____ of Bistrozzi LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit A

(Legal Description)

Robert Kiracofe
Page 2 of 8 pages
Tract A
March 16, 2006



ACCUTRACE LAND SURVEYS, INC.
200 CASTLE GREEN DRIVE
P.O. BOX 11
LIMA, OHIO 45801
(419) 929 4455

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

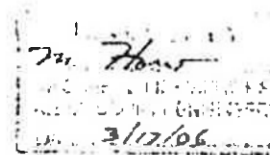
Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, two hundred fifty-six and fifty hundredths (256.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06


George E. Woolley



Parcel No. 36-1200-03-001.003
Address: W. Bluelick Road, Lima, Ohio 45801



ACCU-TRACE LAND SURVEYS, INC.
 2999 CASTLE GREEN DRIVE
 P.O. BOX 11
 LIMA, OHIO 45802
 (419) 969-4455

Robert Kiracofe
 Page 3 of 8 pages
 Tract B
 March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

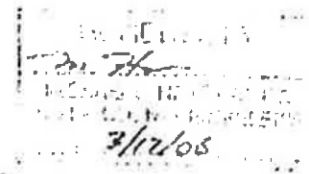
Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, five hundred twenty-two and fifty hundredths (522.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
 George E. Woolley



Parcel No. 36-1200-03-001.004
 Address: W. Bluelick Road, Lima, Ohio 45801



ACCU-TRACE LAND SURVEYS, INC.

2300 CASTLE GREEN DRIVE

P.O. BOX 11

LIMA, OHIO 45802

(419) 999-4455

Robert Kimcofe
Page 4 of 8 pages
Tract C
March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

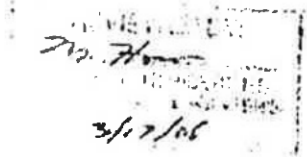
Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, seven hundred thirteen and fifty hundredths (713.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06


George E. Woolley



Parcel No. 36-1200-03-001.005
Address: W. Bluelick Road, Lima, Ohio 45801



ACCU-TRACE LAND SURVEYS, INC.
 2100 CASTLE GREEN DRIVE
 P.O. BOX 11
 LIMA, OHIO 45802
 (419) 999-4455

Robert Kiracofe
 Page 5 of 8 pages
 Tract D
 March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, nine hundred four and fifty hundredths (904.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, one hundred ninety-one and zero hundredths (191.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing two and five hundred five thousandths (2.505) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06


 George E. Woolley

THOMAS W. WOLLEY
 1720
 3/17/06

Parcel No. 36-1200-03-001.006
 Address: W. Bluelick Road, Lima, Ohio 45801



ACCU-TRACE LAND SURVEYS, INC.
 2300 CASTLE GREEN DRIVE
 P.O. BOX 11
 LIMA, OHIO 45802
 (419) 999-4655

Robert Kiracofe
 Page 6 of 8 pages
 Tract E
 March 16, 2006


The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, four hundred forty-seven and fifty hundredths (447.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, seventy-five and zero hundredths (75.00) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0° 56' 05" W) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence North eighty-eight degrees nine minutes zero seconds East (N 88° 09' 00" E) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0° 56' 05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) one hundred ninety-one and zero hundredths (191.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing fifteen and seven thousandths (15.007) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permapark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06


 George E. Woolley
 Surveyor
 3/17/06

Parcel No. 36-1200-03-001.002
 Address: 950 W. Bluelick Road, Lima, Ohio 45801



ACCU-TRACE LAND SURVEYS, INC.
 2300 CASTLE GREEN DRIVE
 P.O. BOX 11
 LIMA, OHIO 45802
 (419) 929-4455

Robert Kiracofe
 Page 8 of 8 pages
 Tract G
 March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, assumed bearing, and the south line of said quarter, one thousand ninety-five and fifty hundredths (1,095.50) feet to THE PLACE OF BEGINNING; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, two hundred thirty-nine and ninety-three hundredths (239.93) feet; thence North zero degrees zero minutes twenty-six seconds West (N 0° 00' 26" W), through a 5/8 inch re-rod set at 30.00 feet, two thousand six hundred forty-two and eighty-five hundredths (2,642.85) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87° 57' 49" E), in the north line of said quarter, six hundred three and ninety-nine hundredths (603.99) feet to a 5/8 inch re-rod set; thence South zero degrees thirty minutes twenty-three seconds East (S 0° 30' 23" E) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set; thence South zero degrees fifty-six minutes five seconds East (S 0° 56' 05" E) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) three hundred eighty-two and zero hundredths (382.00) feet to a 5/8 inch re-rod set; thence South one degree zero minutes zero seconds West (S 1° 00' 00" W), through a 5/8 inch re-rod set at 542.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to the place of beginning containing thirty-two and five hundred eleven thousandths (32.511) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-ods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley

Parcel No. 36-1200-03-001.000
 Address: W. Bluelick Road, Lima, Ohio 45801



ACCU-TRACE LAND SURVEYS, INC.
 2300 CASTLE GREEN DRIVE
 P.O. BOX 11
 LIMA, OHIO 45802
 (419) 999.4455

Robert Kiracofe
 Page 7 of 8 pages
 Tract F
 March 16, 2006

The following described tract of land is part of the parcel described in Deed Vol. 829 Page 63 and is situated in the southwest Quarter of Section twelve Township three South, Range six East, American Township, Allen County, Ohio.

Beginning at the monument box over the stone found at the southeast corner of said quarter in the centerline of Bluelick Road; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W), in the centerline of said road, two hundred fifty-six and fifty hundredths (256.50) feet; thence North one degree zero minutes zero seconds East (N 1° 00' 00" E), through a 5/8 inch re-rod set at 30.00 feet, five hundred seventy-two and zero hundredths (572.00) feet to a 5/8 inch re-rod set; thence North zero degrees fifty-six minutes five seconds West (N 0° 56' 05" W) one thousand three hundred thirty-six and eighty hundredths (1,336.80) feet to a 5/8 inch re-rod set; thence South eighty-eight degrees nine minutes zero seconds West (S 88° 09' 00" W) four hundred fifty-seven and zero hundredths (457.00) feet to a 5/8 inch re-rod set; thence North zero degrees thirty minutes twenty-three seconds West (N 0° 30' 23" W) seven hundred thirty-five and seventy-three hundredths (735.73) feet to a 5/8 inch re-rod set in the north line of said quarter; thence North eighty-seven degrees fifty-seven minutes forty-nine seconds East (N 87° 57' 49" E), in the north line of said quarter, seven hundred thirty and thirty hundredths (730.30) feet to a 5/8 inch re-rod set in the east line of said quarter; thence South zero degrees two minutes six seconds East (S 0° 02' 06" E), in the east line of said quarter, through a 5/8 inch re-rod set at 2617.15 feet, two thousand six hundred forty-seven and fifteen hundredths (2,647.15) feet to the place of beginning containing twenty-three and four hundred seventy-one thousandths (23.471) acres, more or less, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rod set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Permamark® cap stamped "LS 5772". This description represents a boundary survey of the above described tract completed on March 15, 2006 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

Date: 3-17-06

George E. Woolley
 George E. Woolley



Parcel No. 36-1200-03-001.001
 Property Address: W. Bluelick Road, Lima, Ohio 45801

OAKRIDGE REALTY & AUCTION CO.

2550 W. BREESE ROAD, LIMA, OHIO 45806

Date: 7/14/2025

BILL TO

Kyle and Sarah Brenneman Living Trust
Keaton and Kristen Brenneman Living Trust

FOR

Brokerage Fee

ITEM DESCRIPTION	AMOUNT
Brokerage Fee 5% of selling price for 81 acres of land	\$178,200.00
Selling price: \$3,564,000	
TOTAL COST	\$178,200.00

Subtotal \$178,200.00

Additional costs

Make check payable to Oakridge Realty & Auction Co.

Brokerage Fee to be Wired to Oakridge Realty and Auction Co.
Larry Vandemark, ph: 419-234-1508, email: larryvandemark71@gmail.com

THANK YOU FOR YOUR BUSINESS!



20370106

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	Date
-----------------	---------------	---------------	-------------------	------

Property located in _____ taxing district
 Name on tax duplicate _____ Tax duplicate year _____
 Acct. or permanent parcel no. _____ Map book _____ Page _____
 Description _____ Platted _____ Unplatted _____

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

Number
No. of Parcels
DTE Code No.
Neigh. Code
No. of Acres
Land Value
Bldg. Value
Total Value
0.00
DTE Use Only
DTE Use Only
DTE Use Only
Consideration
DTE Use Only Valid sale
1. Yes 2. No
Receipt Number

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

1. Grantor's name Kyle C. Brenneman and Sarah N. Brenneman, Trustees, and Keaton A. Brenneman & Kristen M. Brenneman, Trustees

2. Grantee's name Bistrozzi LLC, a Delaware limited liability company Phone _____
 Grantee's address 2801 Centerville Rd., 1st Floor, PMB 811, Wilmington, Delaware 19808

3. Address of property West Bluelick Road Lima, Ohio 45801(see attached list of parcel numbers)

4. Tax billing address 2801 Centerville Rd., 1st Floor, PMB 811, Wilmington, Delaware 19808

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 _____
 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 _____

7. a) New mortgage amount (if any).....\$ _____
 b) Balance assumed (if any).....\$ _____
 c) Cash (if any).....\$ _____
 d) Total consideration (add lines 7a, 7b and 7c).....\$ _____
 e) Portion, if any, of total consideration paid for items other than real property.....\$ _____
 f) Consideration for real property on which fee is to be paid (7d minus 7e).....\$ _____
 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 of grantee or representative Date _____

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 _____

Addendum to DTE 100

Grantors: Kyle C. Brenneman and Sarah N. Brenneman, Co-Trustees and Keaton A. Brenneman and Kristen M. Brenneman, Co-Trustees

Grantee: BISTROZZI LLC, a Delaware limited liability company

Parcel Numbers: 36-1200-03-001.001, 36-1200-03-001.000, 36-1200-03-001.003, 36-1200-03-001.004, 36-1200-03-001.005, and 36-1200-03-001.006

**OWNER'S GAP PACA
AFFIDAVIT AND INDEMNITY**

STATE OF OHIO

Order No.: GLW2401179A-CJ

COUNTY OF ALLEN

The undersigned, being duly sworn according to law, deposes and states:

1. The undersigned is the officer(s) of Brenneman Brothers which is the owner ("the Owner") of all that certain property described in Chicago Title Insurance Company's Commitment for Title Insurance No. GLW2401179A NCS _____ Local ("the Property").
2. That the undersigned officer(s) is authorized to execute this affidavit and has the ability to execute all instruments necessary to mortgage or convey the property pursuant to authority under the corporate by-laws or LLC operating agreement.
3. In the capacity of officer(s), I have personal familiarity with the management and operation of the property, including the existence of any tenancies, leases, parties in possession and other occupancies, and payment of taxes and assessments in connection herewith.
4. A complete list of all parties in possession ("tenants") of any portion of the property is attached hereto as Exhibit "A" and made a part hereof. There are no other tenancies, leases, parties in possession or other occupancies of the property. There are no rights of first refusal or options to purchase.
5. I know of no notice of any taxes and/or special assessments affecting the property other than those shown on the commitment and all real estate taxes are paid in full; further, there are no unpaid charges for taxes, water and/or sewer services or unpaid special assessments for items, such as improvements for sidewalks, curbs, gutters, sewers, etc., not shown as existing liens in the public records.
6. I know of no notice of any violation of any covenants, conditions or restrictions, if any, affecting the property.
7. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last twelve (12) months for alterations, repair, work, or new construction on the property, including but not limited to tenant work, except for:
 NONE
8. I know of no contract for the making of repairs or improvements on the property except as follows:
 NONE
9. No proceeding in bankruptcy has ever been instituted by or against the Owner or any partners of the partnership.
10. That (1) there are no outstanding unpaid sellers or suppliers protected by the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., ("PACA"), or the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., ("PASA"), or any similar state laws, (2) no notices of claim or notices of intent to preserve claim rights have been received by the Owner from PACA/PASA sellers or suppliers, and (3) there are no parties claiming to hold or assert rights, claims or interests under PACA/PASA against the Owner or against the Property. The Owner hereby indemnifies and holds harmless Chicago Title Insurance Company by reason of any inaccuracy of this statement.

OWNER'S GAP PACA AFFIDAVIT AND INDEMNITY

(continued)

11. That there are no defects, liens, encumbrances, adverse claims or other matters first appearing in the public records or attaching subsequent to the effective date of the above numbered Commitment of Title Insurance but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the above commitment. The Owner hereby indemnifies and holds harmless Chicago Title Insurance Company by reason of any inaccuracy of this statement.

This affidavit is given to induce Chicago Title Insurance Company to issue its policy or policies of title insurance with full knowledge that it will be relying upon the accuracy of same.

(Signature page attached hereto)

OWNER'S GAP PACA AFFIDAVIT AND INDEMNITY
(Signature Page to Owner's Gap PACA Affidavit and Indemnity)
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document as of this _____ day of _____, 2025..



Kyle C. Brenneman, Trustee of the Kyle C.
Brenneman Living Trust ~~and of the Sarah N.
Brenneman Living Trust~~

Sworn to or affirmed and subscribed before me by Kyle C. Brenneman

this 11th day of July, 2025

(Official Seal)
My Commission Expires:



Notary Public



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

OWNER'S GAP PACA AFFIDAVIT AND INDEMNITY
(Signature Page to Owner's Gap PACA Affidavit and Indemnity)
(continued)

Sarah N. Brenneman

Sarah N. Brenneman, ~~Trustee of the Sarah N. Brenneman Living Trust~~ and of the Kyle C. Brenneman Living Trust

Sworn to or affirmed and subscribed before me by Sarah N. Brenneman

this 11th day of July, 2025

(Official Seal)
My Commission Expires:

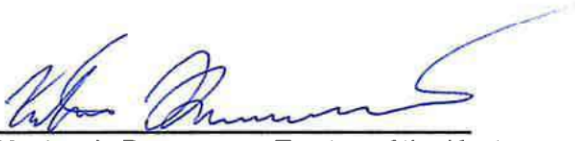
[Signature]

Notary Public



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

OWNER'S GAP PACA AFFIDAVIT AND INDEMNITY
(Signature Page to Owner's Gap PACA Affidavit and Indemnity)
(continued)



Keaton A. Brenneman, Trustee of the Keaton
A. Brenneman Living Trust ~~and of the Kristin
M. Brenneman Living Trust~~

STATE OF OHIO

COUNTY OF ALLEN

Sworn to or affirmed and subscribed before me by Keaton A. Brenneman

this 11th day of July, 2025

(Official Seal)
My Commission Expires:



Notary Public

REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

OWNER'S GAP PACA AFFIDAVIT AND INDEMNITY
(Signature Page to Owner's Gap PACA Affidavit and Indemnity)
(continued)



~~Kristin M. Brenneman, Trustee of the Kristin
M. Brenneman Living Trust and of the
Keaton A. Brenneman Living Trust~~

STATE OF OHIO

COUNTY OF WOOD

Sworn to or affirmed and subscribed before me by Kristin M. Brenneman

this 11th day of July, 2025

(Official Seal)
My Commission Expires:


Notary Public

REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

EXHIBIT "A"
List Of Tenants
(if no tenants, list "none" below)

~~NONE~~

CAREY REED
950 W. Bluelick Rd.
Lima, OH 45801

AUTHORIZATION FOR RELEASE OF PROCEEDS

_____ Federal Expressed to my current address of:

Wire must be sent to an account in the name of the vested owner:

_____ Wire out to my Bank Account of:

Bank Name: _____

Located In: _____

ABA # _____

ACCOUNT # _____

ACCT NAME: _____

Dated this ____ Day of _____, 2025.

Phone: _____

By: _____



**CHICAGO TITLE
COMPANY**

**CERTIFICATION OF
NON-FOREIGN STATUS**

Date: June 27, 2025

Escrow No.: GLW2401179A-CJ

Section 1445 of the Internal Revenue Code requires a transferee (buyer) of a U.S. Real Property interest to withhold fifteen percent (15%) of the gross sales price if the transferor (seller) is a foreign person or entity unless the transferee receives a certification of non-foreign status from the transferor (seller). The certification must be signed under penalties of perjury, stating the transferor is not a foreign person/entity and containing the transferor's name, address, and U.S. Taxpayer Identification Number.

Sellers who provide such a certification are exempt from withholding and the estimated tax cannot be collected from them unless the buyer or their agent have knowledge the certification is false.

Certification of Non-Foreign Status by Entity

The undersigned hereby certifies the following:

Kyle C. Brenneman Living Trust is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and Income Tax Regulations) or a disregarded entity as defined in §1.1445-2(b)(2)(iii);

The U.S. Employer Identification No. for this entity is: 302-90-7894;

The office address is:

5230 N. Grubb Rd.
Elida OH 45807

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

Under penalties of perjury I declare I have completed 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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BY: Kyle Brenneman
Kyle C. Brenneman, Trustee of the Kyle C.
Brenneman Living Trust and of the Sarah N.
Brenneman Living Trust

7-11-25
Date



**CHICAGO TITLE
COMPANY**

**CERTIFICATION OF
NON-FOREIGN STATUS**

Date: June 27, 2025

Escrow No.: GLW2401179A-CJ

Section 1445 of the Internal Revenue Code requires a transferee (buyer) of a U.S. Real Property interest to withhold fifteen percent (15%) of the gross sales price if the transferor (seller) is a foreign person or entity unless the transferee receives a certification of non-foreign status from the transferor (seller). The certification must be signed under penalties of perjury, stating the transferor is not a foreign person/entity and containing the transferor's name, address, and U.S. Taxpayer Identification Number.

Sellers who provide such a certification are exempt from withholding and the estimated tax cannot be collected from them unless the buyer or their agent have knowledge the certification is false.

Certification of Non-Foreign Status by Entity

The undersigned hereby certifies the following:

Keaton A. Brenneman Living Trust is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and Income Tax Regulations) or a disregarded entity as defined in §1.1445-2(b)(2)(iii);

The U.S. Employer Identification No. for this entity is: 274-96-0353;

The office address is:

5230 N. Camb Rd

Eliza 014 45807

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

Under penalties of perjury I declare I have completed 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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Brenneman Brothers

BY: [Signature]
Keaton A. Brenneman, Trustee of the Keaton
A. Brenneman Living Trust and of the Kristin
M. Brenneman Living Trust

7-11-25
Date



CHICAGO TITLE COMPANY

SUBSTITUTE FORM 1099-S

Proceeds from Real Estate Transactions as required by the Internal Revenue Service
You are required by law to provide Chicago Title Insurance Company with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Branch Address
Chicago Title Insurance Company
2800 Corporate Exchange Drive, Suite 380
Columbus, OH 43231
County Franklin

This is important tax information and is being furnished to the Internal Revenue Service, as required by section 1521 of the Tax Reform Act of 1986. If you are required to file a return, a negligence penalty or other sanction will be imposed if this income is taxable and the IRS determines that it has not been reported.

Escrow No.: GLW2401179A-CJ

Date of closing: July 14, 2025

PROPERTY ADDRESS OR LEGAL DESCRIPTION

W Bluelick Rd, Lima OH 45801

Assessor's Parcel Number (APN) - 36-1200-03-001.000, 36-1200-03-001.001, 36-1200-03-001.002, 36-1200-03-001.003, 36-1200-03-001.004, 36-1200-03-001.005 and 36-1200-03-001.006

PROCEEDS FOR THIS SALE WENT TO: (MULTIPLE SELLERS - Use one form for each seller. Treat a couple that files a joint tax return as one seller unless requested otherwise, then separate forms must be used.)

1. Kyle C. Brennemachiving Trust
Sellers Name (First, MI, Last or Entity Name)

302-90-7894

Federal Tax ID# for this seller

2. _____
Spouse or Personal Representative

(List only the Tax ID# for the seller listed on Line 1, spouse Tax ID# not required. Executor/Trustee should not list their name as the seller unless they are going to report the proceeds on their personal income tax return. Disregarded entities should provide the name and Tax ID# of the responsible person/entity.)

TOTAL CONSIDERATION

\$ _____ Total Consideration
_____ % Percentage of ownership for this seller
\$ _____ GROSS Allocated Proceeds
(Total consideration multiplied by percentage of ownership)

Exchange (If checked)

\$ _____ Tax Credit to Seller (Real property tax credits to seller contained in the 400 series of the HUD-1 or comparable closing statement form).

MAILING ADDRESS AFTER CLOSE:

5230 N. Grubb Rd.
Lima OH 45807

Check here if the address is outside of the U.S.A.
 Check here if you are a foreign person per IRS regulations (nonresident alien, foreign partnership, foreign estate, or foreign trust). Do not sign below.

Under penalties of perjury, I certify that I am a U.S. person or U.S. resident alien and the number shown on this statement is my correct taxpayer identification number.

Kyle Brennemachiving

Transferor's Signature

7-11-25

Date

Spouse

Date

Retain for 4 years



CHICAGO TITLE COMPANY

SUBSTITUTE FORM 1099-S

Proceeds from Real Estate Transactions as required by the Internal Revenue Service
You are required by law to provide Chicago Title Insurance Company with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Branch Address
Chicago Title Insurance Company
2800 Corporate Exchange Drive, Suite 380
Columbus, OH 43231
County Franklin

This is important tax information and is being furnished to the Internal Revenue Service, as required by section 1521 of the Tax Reform Act of 1986. If you are required to file a return, a negligence penalty or other sanction will be imposed if this income is taxable and the IRS determines that it has not been reported.

Escrow No.: GLW2401179A-CJ

Date of closing: July 14, 2025

PROPERTY ADDRESS OR LEGAL DESCRIPTION

W Bluelick Rd, Lima OH 45801

Assessor's Parcel Number (APN) - 36-1200-03-001.000, 36-1200-03-001.001, 36-1200-03-001.002, 36-1200-03-001.003, 36-1200-03-001.004, 36-1200-03-001.005 and 36-1200-03-001.006

PROCEEDS FOR THIS SALE WENT TO: (MULTIPLE SELLERS - Use one form for each seller. Treat a couple that files a joint tax return as one seller unless requested otherwise, then separate forms must be used.)

- Keaton A. Brenneke Living Trust 274-96-0353
Sellers Name (First, MI, Last or Entity Name) Federal Tax ID# for this seller
(List only the Tax ID# for the seller listed on Line 1, spouse Tax ID# not required. Executor/Trustee should not list their name as the seller unless they are going to report the proceeds on their personal income tax return. Disregarded entities should provide the name and Tax ID# of the responsible person/entity.)
- _____
Spouse or Personal Representative

TOTAL CONSIDERATION

\$ _____ Total Consideration
_____ % Percentage of ownership for this seller
\$ _____ GROSS Allocated Proceeds
(Total consideration multiplied by percentage of ownership)

Exchange (If checked)
\$ _____ Tax Credit to Seller (Real property tax credits to seller contained in the 400 series of the HUD-1 or comparable closing statement form).

MAILING ADDRESS AFTER CLOSE:

5230 N. Grubb Rd
Elida OH 45807

Check here if the address is outside of the U.S.A.
 Check here if you are a foreign person per IRS regulations (nonresident alien, foreign partnership, foreign estate, or foreign trust). Do not sign below.

Under penalties of perjury, I certify that I am a U.S. person or U.S. resident alien and the number shown on this statement is my correct taxpayer identification number.

[Signature]
Transferor's Signature

7-11-25
Date

Spouse

Date

Retain for 4 years

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement (this "Agreement"), is made and entered into as of the latest date set forth next to the signatures hereof (the "Effective Date"), by and between Merle M. Miller and Ruth E. Miller ("Seller") and Port Authority of Allen County, a Port Authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of the real property located in American Township in Allen County, Ohio, consisting of approximately 54.94 acres, and identified by the Allen County Auditor as Parcel 36-1200-03-002.000 legally described on Exhibit A, attached hereto, and made a part hereof (the "Property"); and

WHEREAS, Seller is willing to grant to Buyer and Buyer is desirous of obtaining from Seller the exclusive right and option to purchase the Property on the terms and conditions of this Agreement (the "Option");

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, stipulations, agreements, and obligations hereinafter set forth, Seller and Buyer agree as follows:

1. Grant of Option. In consideration of the sum of \$2,000.00 (the "Initial Option Payment") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller hereby grants to Buyer and Buyer hereby purchases from Seller the exclusive right and option to purchase the Property from Seller, on and subject to the terms and conditions hereinafter set forth.

2. Term of Option. The term of the Option shall commence as of the Effective Date and, unless extended in accordance with the provisions hereof, shall expire at 11:59 p.m. Eastern Time three (3) years following the Effective Date (the "Initial Option Term"). If Buyer fails to exercise the Option and if Buyer fails to exercise its rights with respect to the "First Renewal Option Term" (as defined in paragraph 2 (a) below) prior to the expiration of the Initial Option Term, then the Option shall lapse and be of no further force or effect and Seller shall be entitled to retain the Initial Option Payment.

(a) Buyer shall have the right and option to extend the term of the Option for a three (3) year period (the "First Renewal Option Term"). In order to exercise such right, Buyer must have delivered written notice to that effect to Seller prior to the expiration of the Initial Option Term and concurrently therewith, Buyer must have delivered to Seller an additional sum of \$1,000.00 (the "First Renewal Option Payment"). The Seller and Buyer agree that the Purchase Price shall be renegotiated prior to time the First Renewal Option is exercised. If Buyer fails to exercise the Option and if Buyer fails to exercise its rights with respect to the First Renewal Option Term, then the Option shall lapse and be of no further force or

effect and Seller shall be entitled to retain the Initial Option Payment and the First Renewal Option Payment.

(b) As used herein, "Option Term" shall mean the Initial Option Term and, if exercised, the First Renewal Option Term.

3. Exercise of Option. In order to exercise the Option, Buyer must have delivered written notice to that effect to Seller prior to the expiration of the Initial Option Term, the First Renewal Option Term, or the Second Renewal Option Term (as applicable). If Buyer exercises the Option and not otherwise, then subject to the terms, conditions and provisions of this Agreement, Seller agrees to sell, transfer, and convey the Property to Buyer and Buyer agrees to purchase the Property from Seller.

4. Purchase Price. In the event the Option is exercised by Buyer, the purchase price for the Property (the "Purchase Price") shall be \$42,000/acre per net deeded acres. The exact amount of deeded acres shall be determined by a survey completed by Buyer at Buyer's expense prior to Closing. The Purchase Price is subject to all prorations, credits and adjustments as herein provided, and shall be payable by Buyer to Seller at the "Closing" (as herein defined) in cash. At the Closing, Buyer shall receive a credit toward the Purchase Price equal to the amount(s) of the Initial Option Payment, the First Renewal Option Payment, and the Second Renewal Option Payment (as applicable).

5. Buyer's Rights.

(a) From the Effective Date and until the Closing or the termination of this Agreement, Buyer and its authorized agents and representatives shall have the right to enter upon the Property to conduct all investigations which Buyer deems prudent, including, without limitation, appraisals, surveys, title work, inspections, studies, engineering, planning and feasibility studies, environmental inspections, the study of the availability of utilities, drainage, access and sewer facilities and any other investigations Buyer may desire to determine the suitability of the Property for Buyer's intended use thereof. Buyer shall repair any damage, including farm crop damage to the Property arising from said inspections and shall indemnify and hold Seller harmless from and against any and all claims, costs, demands and expenses, including, without limitation, reasonable attorney fees, court costs and other legal expenses, arising from Buyer's inspections. Regarding farm crop damage reimbursement, the Buyer agrees to reimburse the Seller or Seller's tenant farmer for any damage to agricultural crops. The reimbursement will be based on the estimate of agricultural crop damage on a two year crop history production for the area of crop damage and the local market price for the damaged crops. All of such inspections shall be at the sole cost and expense of Buyer. Buyer shall promptly discharge any lien filed by any of Buyer's agents, consultants or contractors, and will indemnify and save Seller harmless from any and all costs and expenses, including, without limitation, reasonable attorney fees, suffered or incurred as a result of any such lien against the Property which may be filed in connection with or arising out of any work undertaken by

Buyer or Buyer's agents, contractors or consultants. These obligations shall survive the expiration of the Option Term and the termination of this Agreement.

(b) From the Effective Date and until the Closing, Buyer may, at its expense, make application for, file and obtain any and all licenses, permits and approvals as Buyer may deem necessary for its intended development of the Property, including the rezoning of the Property. Seller agrees to execute and deliver to Buyer any and all documents requested by Buyer in this regard and cooperate with Buyer in obtaining the licenses, permits, and approvals. Such applications and permits shall be made in the name of either Seller or Buyer as may be required under applicable law or regulation. If Buyer elects not to exercise the Option, Buyer, shall, at its expense, cause each application and/or permit filed by Buyer with respect to the Property to be withdrawn.

(c) All costs, expenses, fees, and payments incident to the exercise of Buyer's rights of this paragraph 5, including, but not limited to, legal, accounting, surveying, engineering, architectural and consulting fees shall be paid by Buyer as and when incurred.

(d) If Buyer elects not to exercise the Option, then Buyer shall deliver to Seller copies of all reports, title work, surveys, tests, and studies relating to its inspections and investigations of the Property that are requested by Seller.

6. Title Matters.

(a) During the Initial Option Term, Buyer shall, at its expense, secure a title insurance commitment with respect to the Property (the "Title Commitment") issued by a reputable title insurance company selected by Buyer (the "Title Company"). No less than thirty (30) day prior to the expiration of the Initial Option Term, Buyer shall deliver to Seller written notice of any objections Buyer may have to any item of the Title Commitment. If there are objections by Buyer, then, no less than ten (10) days prior to the expiration of the Initial Option Term, Seller shall deliver to Buyer written notice as to whether (i) Seller agrees to satisfy or attempt to satisfy such objections, or (ii) Seller is unwilling to satisfy or attempt to satisfy such objections. If Seller delivers to Buyer the notice of (i) above, then Seller shall have the obligation to use commercially reasonable good faith diligent efforts to satisfy Buyer's objections prior to the Closing.

(b) If Buyer elects to exercise the Option and if Seller has delivered to Buyer the notice of paragraph 6(a)(i) above that Seller agrees to satisfy or attempt to satisfy Buyer's objections to the Title Commitment, then if, despite such efforts Seller is unable to satisfy Buyer's objections prior to the Closing, (i) Buyer may either waive such objections and accept such title as Seller is able to convey, or (ii) Buyer may terminate this Agreement by delivering written notice to that effect to Seller prior to the "Closing Date" (as herein defined), in which event this Agreement shall terminate, Seller shall immediately refund to Buyer the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option Payment (if applicable) and, upon such payments from Seller to Buyer, except as otherwise specifically provided herein, each party shall be relieved of any further liability hereunder.

(c) If Buyer elects to exercise the Option, then from time to time thereafter up to the Closing, Buyer may require that the Title Commitment be updated to date. If any such version of the updated Title Commitment reflects items which were not reflected on any prior version of the Title Commitment and which are objectionable to Buyer, then Buyer shall so notify Seller in writing and Seller shall have the obligation to use all commercially reasonable good faith diligent efforts to satisfy Buyer's objections prior to the Closing. If despite such efforts Seller is unable to satisfy Buyer's objections prior to the Closing, then (i) Buyer may either waive such objections and accept such title as Seller is able to convey, or (ii) Buyer may terminate this Agreement by delivering written notice to that effect to Seller prior to the Closing Date, in which event this Agreement shall terminate, Seller shall immediately refund to Buyer the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option Payment (if applicable) and, upon such payments from Seller to Buyer, except as otherwise specifically provided herein, each party shall be relieved of any further liability hereunder.

7. Closing Date and Possession. In the event the Option is exercised by Buyer, the Closing (the "Closing") shall take place on the tenth (10th) business day following the satisfaction of each of Buyer's conditions precedent, including, without limitation, Buyer's conditions to closing of paragraphs 11 and 12 hereof (the "Closing Date"). The Closing shall take place on the Closing Date at the offices of the Title Company or at such other location as may be agreed to by Buyer and Seller. Absolute and unqualified possession of the Property shall be delivered to Buyer at the Closing.

8. Warranties and Representations of Seller. Seller warrants and represents to Buyer and to Buyer's successors and assigns, as of the Effective Date and as of the Closing Date, as follows:

(a) There are no pending or threatened condemnation or similar proceedings or special assessments or tax reassessments affecting the Property or any part thereof, nor to the knowledge of Seller are any such proceedings or assessments contemplated by any Governmental Authorities (as used herein, "Governmental Authorities" shall mean the United States, the State of Ohio, the County of Allen and any agency, department, commission, board, bureau or instrumentality of any of them), or any other entity having condemnation or taxing authority;

(b) There are no unpaid charges, debts, liabilities, claims, or obligations arising from the construction, ownership or operation of the Property which could give rise to any mechanics' or materialmen's or other statutory lien against the Property or any part thereof, or for which Buyer will be responsible;

(c) Seller has no knowledge of any pending or threatened litigation or administrative proceedings which could adversely affect title to the Property or the ability of Seller to perform any of its obligations hereunder;

(d) Seller has not received written notice from any Governmental Authorities requiring the change or correction of any material condition with respect to the Property, or any part thereof, by reason of violation of any statute, ordinance, code, rule, or regulation;

(e) Seller has the full and unrestricted lawful power and authority to enter into and carry out the terms of this Agreement, and this Agreement has been duly authorized, executed and delivered by Seller and is binding upon and enforceable against Seller;

(f) There are no agreements affecting the Property, or any interest therein, with tenants or others, oral or in writing;

(g) On the Effective Date, Seller had, and on the Closing Date will have good and indefeasible title to the Property, subject to no liens, charges, encumbrances, security agreements or other rights of others or other adverse interests of any kind;

(h) The Property is freely accessible to public streets and roads and does not encroach upon, and is not encroached upon by, adjoining properties.

Each and every warranty and representation of Seller shall survive the Closing and shall not be deemed merged into the General Warranty Deed delivered by Seller at the Closing. Seller shall indemnify and hold Buyer harmless from any and all loss and damage resulting from the breach of any of Seller's warranties and representations.

9. Seller's Covenants. Seller covenants and agrees with Buyer that, between the Effective Date and the Closing Date:

(a) Seller will not sell, encumber, exchange, assign, transfer, convey or otherwise dispose of all or any part of the Property or any interest therein;

(b) Seller will not enter into any rental agreement or lease of the Property, or any part thereof, or otherwise affect title to the Property;

(c) Seller, except for continuing to use the property for normal grain producing agricultural purposes, will refrain from (i) performing any grading, excavation or construction at the Property, (ii) altering or removing any improvements at the Property or making any other change or improvement upon or about the Property, other than in connection with items of normal repair and maintenance, (iii) creating or incurring, or suffering to exist, any mortgage, lien, pledge or other encumbrances in any way adversely affecting the Property or the title thereto, (iv) committing any waste or nuisance upon the Property, (v) Seller may continue with any plans to add systematical farm drainage for agricultural purposes, including the installation of new main drainage tile across the Property for the purpose of aiding neighboring land owners, (vi) Seller shall communicate any such drainage improvements to the Buyer at least ten (10) days before completing the tile installation;

(d) Seller will timely make all payments with respect to any mortgage applicable to the Property and shall maintain the same in good standing in all respects;

(e) Seller will not market or entertain offers to sell the Property while this Agreement is in effect;

(f) Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property, or any portion thereof, or any other proceedings arising out of damage to the Property, or any portion thereof, Seller will notify Buyer of the pendency of such proceedings and all details thereof;

(g) Seller will advise Buyer promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Seller has knowledge or receives notice; and

(h) Seller will keep the Property and all improvements located thereon fully insured to the extent of the Purchase Price against fire and other loss or damage.

10. Warranties and Representations of Buyer. Buyer warrants and represents to Seller, as of the Effective Date and as of the Closing Date, as follows:

(a) Buyer is a political subdivision within the State of Ohio; and

(b) Buyer has the full and unrestricted lawful power and authority to enter into and carry out the terms of this Agreement, and this Agreement has been duly authorized, executed and delivered by Buyer and is binding upon and enforceable against Buyer; and

11. Conditions to Closing/Buyer. If Buyer elects to exercise the Option, then, in addition to any conditions precedent in favor of Buyer herein set forth, including, without limitation, the special conditions precedent of paragraph 12 hereof, Buyer shall have no obligation to close unless at or prior to the closing the following conditions precedent are each satisfied or waived in writing by Buyer:

(a) Each of the agreements, covenants, warranties, and representations of Seller shall be true and correct in all material respects at the Closing;

(b) Seller shall have executed and deposited with the Title Company all documents called for to be executed and deposited by Seller under this Agreement;

(c) The Title Company shall have delivered to Buyer a marked-up "pro forma" version of the title insurance policy to be issued pursuant to the Title Commitment insuring Buyer as owner in fee simple absolute of the Property and insuring that said title will be good and indefeasible and free and clear of any and all interests, liens and encumbrances other than those interests, liens and encumbrances identified on the Title Commitment (or any updated version thereof) to which Buyer shall not have made objection or which Buyer shall have agreed to take subject to pursuant to paragraph 6 hereof.

In the event that any of the conditions to Closing in this paragraph 11 shall fail to occur or are not waived by Buyer, in writing, then this Agreement shall terminate, Seller shall immediately

refund to Buyer the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option payment (if applicable), and upon such payments from Seller to Buyer, except as otherwise specifically provided herein, each party shall be released of any further liability hereunder.

12. Conditions to Closing/Seller. Seller shall have no obligation to close unless at or prior to the Closing the following conditions precedent are each satisfied or waived in writing by Seller:

- (a) Each of the agreements, covenants, warranties, and representations of Buyer shall be true and correct in all material respects at the Closing; and
- (b) Buyer shall have executed and deposited with the Title Company all documents and funds called for to be executed and deposited by Buyer under this Agreement.

13. Closing Documents. At the Closing, Buyer shall deliver the Purchase Price to Seller in certified funds and Seller shall deliver a General Warranty Deed in standard Ohio form, duly executed by Seller and conveying to Buyer title to the Property in the condition required hereunder. The parties shall jointly execute and deliver such other and additional documents, agreements and instruments as are reasonable and customary in a transaction of similar character in Allen County, Ohio, including, without limitation, an affidavit from Seller to remove the standard Schedule B exceptions of the Title Commitment.

14. Closing Costs. Ad valorem/general real property taxes for the year during which the Closing occurs shall be pro-rated between Buyer and Seller as of the Closing Date based on the lien method. Taxes for all prior years shall be paid by Seller, provided Buyer shall pay the recoupment taxes resulting from a change in the agricultural use of the Property. Each party shall bear the expenses of its respective attorney. Each party shall pay the portion of any other closing costs which are normally assessed by the Title Company against a seller or buyer in a transaction of similar character in Allen County, Ohio. Buyer shall pay the fee for recording of the General Warranty Deed from Seller. Buyer and Seller shall each pay one-half (1/2) of any fee charged by the Title Company to close this transaction.

15. Default by Buyer. Seller acknowledges and agrees with Buyer that in the event there shall be a material breach of Buyer's obligations hereunder, including, without limitation, Buyer's failure to consummate the purchase of the Property herein contemplated, it would, from the nature of the case, be impractical or extremely difficult to ascertain the actual damage to Seller resulting from Buyer's breach; accordingly, in the event of such breach on the part of Buyer, Seller and Buyer agree that Seller shall be entitled to retain the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option Payment (if applicable) Deposit as and for liquidated damages and not as a penalty, it being expressly agreed and understood that the retention of such funds shall be Seller's sole and exclusive remedy in connection with Buyer's breach under this Agreement, Seller hereby waiving any and all other remedies.

16. Default by Seller. In the event there shall be a material breach of Seller's obligations hereunder, including, without limitation, Seller's failure to consummate the sale of the Property

herein contemplated, it is agreed that Buyer shall have all remedies at law or in equity, including: (i) to terminate this Agreement and receive back the Initial Option Payment, the First Renewal Option Payment (if applicable) and the Second Renewal Option Payment (if applicable); (ii) to waive the default and close; (iii) to enforce a specific performance action against Seller, or (iv) recover damages and, in any remedy, also recover the litigation costs of enforcing any remedy, including, without limitation, reasonable attorney fees and court costs.

17. Loss or Condemnation Pending the Closing. If prior to the Closing any portion of the Property is condemned or if a material portion of the improvements at the Property are damaged or destroyed by fire or other casualty (as determined by Buyer), then, in any such event, Buyer shall have the right to terminate this Agreement upon notice in writing to Seller delivered within ten (10) business days after the receipt by Buyer from Seller of notice of such condemnation or casualty (which notice Seller agrees to promptly give Buyer and which notice shall contain the amount of compensation offered for such condemnation or the amount of any insurance proceeds to be paid on account of such casualty as determined by the insurer(s), as the case may be) and thereupon the parties shall be released and discharged from any further obligation to each other hereunder; provided, however, that if Buyer does not elect to terminate this Agreement, the transaction contemplated herein shall be consummated without reduction of the Purchase Price, but Buyer shall be entitled to all proceeds of fire or other casualty insurance or condemnation, and Seller shall have no responsibility for the restoration and repair of the Property.

18. Litigation Expenses. In the event either party commences litigation against the other with respect to this Agreement, the non-prevailing party in such litigation shall pay the prevailing party's reasonable costs and expenses, including, without limitation, its reasonable attorney fees.

19. Severability. If any provisions of this Agreement are declared invalid or unenforceable as against any party, it shall not affect the balance of the provisions of this Agreement and all other provisions shall be duly enforceable.

20. Expenses of Transaction. Each party hereto shall pay its own expenses incident to the preparation of and in connection with the carrying out of this Agreement and consummating said transaction, whether or not the transaction contemplated hereby is consummated.

21. Assignment. Buyer shall have the unrestricted right to assign its rights under this Agreement to a nominee of its choice, provided that any such assignee shall agree in writing to assume the obligations of Buyer under this Agreement at the time of the assignment.

22. Successors and Assigns. This Agreement shall inure to the benefit of, be binding upon and be enforceable by the heirs, successors, assigns, executors, and administrators of the parties hereto.

23. Captions. The captions contained herein are for convenience and reference only and in no way shall be construed to modify, amplify, or otherwise affect the construction or interpretation of this Agreement.

24. Counterparts. This Agreement may be executed by all parties in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

25. Additional Documents. The parties agree to execute and deliver any additional documents, agreements, or instruments reasonably necessary to effectuate the agreement of the parties as express herein.

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the Property and supersedes any and all prior written or oral agreements or understandings between the parties in connection with this transaction.

27. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by Seller and Buyer.

28. Time of Essence. Time is of the essence in connection with all matters relating to this Agreement.

29. Notices. All notices or communications herein required or which either party desires to give to the other shall be in writing and sent by certified mail, postage prepaid, return receipt requested or by recognized overnight courier and shall be mailed or delivered as follows:

If to Buyer:

Port Authority of Allen County
144 S. Main St. Suite 204
Lima, Ohio 45801
Attention: Maria Sanko, Chairperson

With Copy to:

Rex H. Huffman
932 Dixie Hwy
Rossford, OH 43460

If to Seller:

Merle M. Miller & Ruth E. Miller
4289 N. Cable Road
Lima, Ohio. 45807

With Copy to:

Larry Vandemark
Oakridge Realty & Auction Co.
2550 W. Breese Road
Lima, Ohio 4580

All notices shall be effective upon receipt if by overnight courier or three (3) business days after deposit in the United States mail, if mailed by certified mail.

30. Confidentiality. Except with respect to such disclosure as may be required by law, Seller, and Buyer both agree to maintain in strict confidence the existence of this Agreement until Closing and the terms of this Agreement at all times.

31. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed in accordance with the laws of the State of Ohio.

32. Real Estate Brokers' Commissions. Seller and Buyer agree that Larry Vandemark, Oakridge Realty & Auction Co, the Broker is the sole and exclusive broker involved in this transaction and that Seller shall pay five percent (5%) a commission under a separate agreement.

33. Like-Kind Exchange. Seller and Buyer shall each have the right to include the Property as part of a qualified like-kind exchange under the Internal Revenue Code. Seller and Buyer agree to reasonably cooperate with each other to so qualify the transaction as a like-kind exchange; provided, however, neither party shall be put to any additional cost or delay as a result thereof.

34. Memorandum of Option. Concurrently with the execution of this Agreement, the parties shall execute a Memorandum of Option to Purchase Real Property for the purpose of recording with the Allen County, Ohio Recorder's office to provide the public with notice of Buyer's Option. The Memorandum shall be substantially in the form attached hereto as Exhibit B.

35. Time of Acceptance. This Agreement, when signed and delivered by Buyer to Seller, shall constitute Buyer's offer to secure the Option upon and subject to the terms and conditions hereof, which offer shall expire, if not earlier revoked by Buyer, at 5:00 p.m. Eastern Time on May 31, 2023 unless accepted by Seller by Seller's execution and delivery thereof to Buyer on or before said time and date.

The parties have executed this Agreement as of the latest date and time set forth below.

Buyer:

Port Authority of Allen County

By: Maria Smith

Its: Chairperson

5/31/2023

Date and Time

5-31-2023

Date and Time

5-31-2023

Date and Time

Seller:

Ruth E. Miller

Ruth E. Miller

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Property Address: W. Bluelick Rd., Lima, Ohio 45801
 Type of Tenancy: Tenants in Common

PARCEL NO. 26-3300-04-004.000 (48.73 ACRES) (an undivided one-half interest)

Situated in the Township of Sugar Creek, County of Allen, and State of Ohio:

The following described tract of land is part of the parcel described in Deed Vol. 531, Page 615, and is situated in the northeast and southeast Quarters of Section thirty-three, Township two South, Range six East, Sugar Creek Township, Allen County, Ohio.

Commencing at the monument box over the stone found at the northeast corner of the northeast quarter in the centerline of Sandy Point Road;

thence South zero degrees, nine minutes twelve seconds East (S 0° 09' 12" E), in the centerline of said road, assumed bearing, and the east line of said quarter, two thousand five hundred ninety-eight and ninety-four hundredths (2,598.94) feet to the monument box found over the corner stone in the south line of said quarter;

thence South (S 0° 00' 00" E), in the centerline of said road and into the southeast quarter, thirty-five and zero hundredths (35.00) feet to a Magnail set at THE PLACE OF BEGINNING;

thence South (S 0° 00' 00" E), in the centerline of said road, one thousand two hundred sixty-eight and seventy-six hundredths (1,268.76) feet to a Magnail set;

thence South eighty-nine degrees thirteen minutes thirty-seven seconds West (S 89° 13' 37" W), through a 4 inch iron post found at 18.10 feet, one thousand three hundred thirty-nine and eleven hundredths (1,339.11) feet to a 6 inch wood post found;

thence North zero degrees nine minutes two seconds West (N 0° 09' 02" W) one thousand three hundred eight and ninety-five hundredths (1,308.95) feet to a 10 inch wood post found in the north line of said quarter;

thence North zero degrees twenty-two minutes forty-nine seconds West (N 0° 22' 49" W), into the northeast quarter, seven hundred six and ninety-two hundredths (706.92) feet to a 5/8 inch re-rod set;

thence North eighty-five degrees thirty-eight minutes thirty two seconds East (N 85° 38' 32" E), five hundred seventy and eighty-six hundredths (570.86) feet to a 5/8 inch re-rod set;

thence South (S 0° 00' 00" W), eight hundred thirteen and fifty-seven hundredths (813.57) feet to a 5/8 inch re-rod set;

thence North eighty-six degrees fifty-eight minutes fifteen seconds East (N 86° 58' 15" E) through a 5/8 inch re-rod set at 759.00 feet, seven hundred seventy-nine and zero hundredths (779.00) feet to the place of beginning containing forty-eight and seven hundred thirty thousandths (48.730) acres, more or less, of which 9.448 acres lie in the northeast quarter, subject to legal highways and all easements and restrictions of record.

All 5/8 inch re-rods set, as called for above, were thirty (30) inches long, were set flush or below the surface, and were topped with a plastic Pennamark® cap stamped "Accu-Trace Land Surveys." This description represents a boundary survey of the above described tract completed on May 24, 2007 under the supervision of George E. Woolley, Ohio Registered Surveyor No. 5772.

The deed volume and page number cited in the preamble above are only intended to fulfill the requirements for survey standards promulgated by the county regulations. For a full listing of pertinent documents, additional research might be necessary.

FOR INFORMATIONAL PURPOSES ONLY:

Parcel No. 26-3300-04-004.000 (48.73 acres) (an undivided one-half interest)
 Prior Instrument Reference: OR 2008, Pg. 1097
 Property Address: Sandy Point Rd., Lima, Ohio 45807
 Type of Tenancy: Tenants in Common

PARCEL NO. 36-0300-03-003.000 (43.14 ACRES) (an undivided one-half interest)

Situated in the Township of Sugar Creek, County of Allen, and State of Ohio:

Being a part of the southwest quarter of Section 3, Town-3-South, Range-6-East, Sugar Creek Township, Allen County, Ohio as evidenced by Deed Volume 438, Page 369 and more particularly described as follows:

Commencing for reference at a monument box (found) at the northeast corner of the southwest quarter of Section 3 and the centerline of Cable Road; thence, S 00 degrees 00' 00" W for a distance of 300.00 feet to a cotton gin spindle (set), said spindle being the POINT OF BEGINNING for the land herein described;

thence, continuing S 00 degrees 00' 00" W along the east line of the southwest quarter of Section 3, and the centerline of Cable Road, for a distance of 983.27 feet to a cotton gin spindle (set) at the southeast corner of northeast quarter of the southwest quarter of Section 3;

thence, S 89 degrees 30' 10" W along the south line of the aforesaid northeast quarter of the southwest quarter (passing through a 5/8" re-rod w/cap set on the west right-of-way line of Cable Road at a distance of 30.00 feet and a 5/8" re-rod w/cap set for reference at a distance

of 743.41 feet) for a total distance of 791.18 feet to a point near the northwesterly edge of Beaver Run;

thence, S 56 degrees 53' 32" W along the northwesterly side of Beaver Run, a distance of 540.31 feet to a point which is reference by a 1/2" re-rod w/cap (found) N 00 degrees 02' 51" W of and 13.93 feet from said point;

thence, N 00 degrees 02' 51" W (passing through the aforesaid 1/2" re-rod w/cap found at a distance of 13.93 feet) for a total distance of 15.12 feet to a point;

thence, S 89 degrees 58' 22" W for a distance of 685.67 feet to a 5/8" re-rod (found);

thence, N 00 degrees 01' 25" W for a distance of 1267.03 feet to a 5/8" re-rod (found);

thence N 89 degrees 57' 08" E (passing through a 5/8" re-rod w/cap found on the westerly bank of Beaver Run at a distance of 622.19 feet) for a total distance of 685.14 feet to a 5/8" re-rod (found);

thence N 00 degrees 00' 40" E for a distance of 310.88 feet to a 5/8" re-rod (found) at the northwest corner of the northeast quarter of the southwest quarter of Section 3;

thence S 89 degrees 37' 51" E along the north line of the aforesaid northeast quarter of the southwest quarter, for a distance of 544.77 feet to a 5/8" re-rod w/cap (set);

thence, S 00 degrees 00' 00" E for a distance of 300.00 feet to a 5/8" re-rod w/cap (set);

thence, S 89 degrees 37' 51" E (passing through a 5/8" re-rod w/cap set on the west right-of-way line of Cable Road at a distance of 670.00 feet) for a total distance of 700.00 feet to the POINT OF BEGINNING containing therein 53.562 acres, of which 0.677 acres is road right-of-way.

Subject to all easements and right-of-way of record at the time of the recording of this instrument. Being part of Parcel #36-0300-03-001.000. Basis of bearings is assumed; East line of southwest quarter @ N 00 degrees 00' 00" E. Prepared by James M. Kent, PS 6792, with reference hereby made to a plat of survey; Kent Survey drawing #3766A dated November 20, 2001.

AND

Being a part of the northeast quarter of the southwest quarter of Section 3, Town-3-South, Range-6-East, Sugar Creek Township, Allen County, Ohio as evidenced by Certificate of Transfer Volume 701, Page 513 and being more particularly described as follows:

Commencing for reference at a monument box (found) at the southeast corner of the southwest quarter of said Section 3 and the centerline intersection of Irvin and Cable Roads; thence, with an assumed bearing of N 00 degrees 00' 00" W along the east line of the southwest quarter of said Section 3 and the centerline of Cable Road, for a distance of 2266.53 feet to a cotton gin spindle (set), said spindle being the POINT OF BEGINNING for the tract herein described;

thence, N 89 degrees 37' 51" W (passing through a 5/8" re-rod w/cap set on the west right-of-way line of Cable Road at a distance of 30.00 feet) for a total distance of 700.00 feet to a 5/8" re-rod w/cap (set);

thence, N 00 degrees 00' 00" W for a distance of 300.00 feet to a 5/8" re-rod w/cap (set) on the north line of the northeast quarter of the southwest quarter of Section 3;

thence, S 89 degrees 37' 51" E along the aforesaid north line (passing through a 5/8" re-rod w/cap set on the west right-of-way line of Cable Road at a distance of 670.00 feet) for a total distance of 700.00 feet to a monument box (found) at the center of Section 3 and the centerline of Cable Road;

thence, S 00 degrees 00' 00" W along the east line of the southwest quarter of Section 3, for a distance of 300.00 feet to the POINT OF BEGINNING, containing therein 209,996 square feet or 4.821 acres, of which 0.206 acres is road right-of-way. Subject to all easements and right-of-way of record at the time of the recording of this instrument. Being a part of parcel #36-0300-03-001.000. Prepared by James M. Kent, PS 6792 OH with reference hereby made to a plat of survey; Kent Surveying drawing #3766 dated June 30, 2001.

EXCEPTING THE FOLLOWING DESCRIBED REAL ESTATE:

Being a parcel of land in the SW 1/4 of Section 3, T3S, R6E, Sugar Creek Township, Allen County, Ohio, more particularly described as follows:

Beginning at a monument box at the northeast corner of the SW 1/4 of Section 3, thence the following courses:

1. S. 0°-00'-00" W. (assumed bearing) on the east line of the SW 1/4 of Section 3, (centerline Cable Rd.), 540.00' to a set Mag nail;
2. S. 89°-33'-09" W., 1079.71' to a set #5 rebar in the center of Beaver Run, passing over a set #5 rebar at 30.00';
3. N. 35°-43'-18" W. on the centerline of Beaver Run, 219.78';
4. N. 28°-43'-54" W., 76.56' to an existing #5 rebar on the top of the bank;
5. N. 0°-00'-39" E. on the west line of the NE 1/4 of the SW 1/4, 310.89' to an existing #5 rebar at the northwest corner of the NE 1/4 of the SW 1/4;
6. S. 89°-37'-51" E. on the north line of the SW 1/4, 1244.77' to the POINT OF

BEGINNING, passing over a set #5 rebar at 1214.77'.

The above legal description contains 15.240 acres, more or less, subject to all legal highways and easements of record at the time of survey.

Prior D.V. 2008, Page 2781.

This plat and description is based on a field survey on 2-26-08 by, Bacon & Associates, LLC under direction of Clayton T. Bacon, P.S. #6179.

FOR INFORMATIONAL PURPOSES ONLY:

Parcel No. 36-0300-03-003.000 (43.14 acres) (an undivided one-half interest)

Prior Instrument Reference: OR 2008, Pg. 2781; OR ~~2020~~ Pg. ~~01699~~

Property Address: 4995 N. Cable Rd., Lima, Ohio 45807

Type of Tenancy: Tenants in Common

The above legal description for Parcel No. 36-0300-03-003.000 is included for reference based upon prior instrument references. **SEE ALSO ATTACHED EXHIBIT "B" FOR UPDATED LEGAL DESCRIPTION FOR PARCEL NO. 36-0300-03-003.000 (43.14 ACRES).**

EXHIBIT B**UPDATED LEGAL DESCRIPTION FOR PARCEL NO. 36-0300-03-003.000 (43.14 ACRES)***Bacon & Associates*

750 N. Eastown Road

Engineering and Surveying

Phone: (419) 999-3756

Blida, Ohio 45807

FAX: (419) 999-2523

DESCRIPTION
(Parcel A)

Being a parcel of land in the SW $\frac{1}{4}$ of Section 3, T3S, R6E, Sugar Creek Township, Allen County, Ohio, more particularly described as follows:

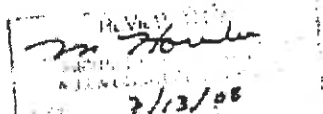
Commencing for reference at the monument box at the northeast corner of the SW $\frac{1}{4}$, thence S.0 $^{\circ}$ -00'-00"W. (assumed bearing) on the east line of the SW $\frac{1}{4}$ (centerline Cable Rd.), 540.00' to a set Mag nail at the POINT OF BEGINNING of the parcel to be described, thence the following courses;

1. Continue S.0 $^{\circ}$ -00'-00"W. on the centerline of Cable Rd., 743.27' to an existing cotton gin spindle;
2. S.89 $^{\circ}$ -30'-10"W. on the south line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 791.18' to a point near the northwesterly edge of Beaver Run, passing over an existing #5 rebar at 30.00' and at 743.41';
3. S.56 $^{\circ}$ -53'-32"W., 340.31' to a point which is referenced by a #4 rebar N.0 $^{\circ}$ -02'-51"W., 13.93';
4. N.0 $^{\circ}$ -02'-51"W., 15.12' to a point being S.0 $^{\circ}$ -02'-51"E., 1.19' from an existing #4 rebar;
5. S.89 $^{\circ}$ -58'-22"W., 685.67' to an existing #4 rebar;
6. N.0 $^{\circ}$ -01'-25"W., 1267.03' to an existing #5 rebar;
7. N.89 $^{\circ}$ -57'-08"E., 685.14' to an existing #5 rebar, passing over an existing #5 rebar at 622.19';
8. S.28 $^{\circ}$ -43'-54"E., 76.56' to the center of Beaver Run;
9. S.35 $^{\circ}$ -43'-18"E. on the center of Beaver Run, 219.78' to a set #5 rebar;
10. N.89 $^{\circ}$ -33'-09"E., 1079.71' to the POINT OF BEGINNING, passing over a set #5 rebar at 30.00' and at 1070.13'.

The above-described parcel contains 43.143 acres, more or less, subject to all legal highways and easements of record at the time of survey.

Prior D.V. 2008, Page 2781.

This plat and description is based on a field survey on 2-24-08 by, Bacon & Associates, LLC under direction of Clayton T. Bacon, P.S. #6179.



Clayton T. Bacon
3-13-08



EXHIBIT B

MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY

EXHIBIT A TO MEMORANDUM
LEGAL DESCRIPTION OF PROPERTY

Title of Document: Memorandum of Option to Purchase Real Property

Date of Document: *May 31, 2023*

Seller(s): *Merle M. Miller and Ruth E. Miller*

Buyer(s): *Port Authority of Allen County*

Mailing Address(s): *144 S. Main Street
Lima, Ohio 45801*

Legal Description: Please see attached Exhibit "A"

Reference Book and Page:

MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY

This Memorandum of Option to Purchase Real Property (this “Memorandum”) is made this day of May 31, 2023, by and between Merle M. Miller and Ruth E. Miller ; (“Seller”) and Port Authority of Allen County, a Port Authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (“Buyer”)

W I T N E S S E T H:

1. Effective May 31, 2023, Seller and Buyer have executed and delivered that certain Option to Purchase Real Property (the “Agreement”), wherein Seller has granted to Buyer, and Buyer has accepted from Seller, in exchange for good and sufficient consideration which both parties acknowledge, an option (the “Option”) to purchase the real property owned by Seller legally described on Exhibit A attached hereto and made a part hereby this reference (the “Property”), on the terms and conditions as set forth in the Agreement. Seller acquired title to the Property by instrument recorded in Volume _____, Page _____, Deed Records, Allen County, Ohio.


2. The terms of the Agreement require Seller to convey the Property to Buyer if the Option is exercised by Buyer on or before May 31, 2026, unless the term of the Option is extended as provided in the Agreement.


3. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, conditions, and provisions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall govern and control.

4. This Memorandum shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, executors, and administrators.

The parties hereto have executed this Memorandum as of the day and year first above written.

Seller:





Merle M. Miller and Ruth E. Miller

Buyer:

Port Authority of Allen County

By: Maria Sanko

Its: Maria Sanko, Chairperson

STATE OF OHIO)
) ss.
COUNTY OF)

On this 31 day of May, 2023, before me appeared Merle M. Miller and Ruth E. Miller, to me personally known, who being by me duly sworn did say that he/she is the person described in the foregoing instrument and he/she acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



CHRISTINA M. MATHEWS
NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES
JULY 25, 2023

Christina M. Mathews
Notary Public
My Commission Expires: 7-25-23

STATE OF OHIO)
) ss.
COUNTY OF)

On this 31 day of May, 2023, before me appeared Maria Sanko, Chairperson, on behalf of Port Authority of Allen County, to me personally known, who being by me duly sworn did say that he is the person described in the foregoing instrument and he acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



CHRISTINA M. MATHEWS
NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES
JULY 25, 2023

Christina M. Mathews

Notary Public

My Commission Expires: 7-25-23

This instrument was prepared by,
and after recording return to:

Thence North 00° 01' 49" East a distance of 1,055.80 feet to the POINT OF BEGINNING, passing a bent 3/4 inch iron pipe at 14.41 feet and a 5/8 inch rebar with ID cap set at 1,013.80 feet, said tract containing 83.770 acres of land, more or less, of which 1.432 acres lies within the road right-of-way.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual field survey performed in February 2006 under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the North line of the Northwest Quarter of Section 11 (also being the centerline of Irvin Road) to be North 89 degrees 37 minutes 55 seconds East and are for the purpose of angle determination only.

FOR INFORMATIONAL PURPOSES ONLY:

Parcel No. 36-1100-02-008.000 (80.810 acres) (an undivided one-half interest) AND Parcel No. 36-1100-02-002.000 (2.960 acres) (an undivided one-half interest)

Prior Instrument Reference: OR 2007, Pg. 689

Property Address: Beery Rd., Lima, Ohio 45807

Type of Tenancy: Tenants in Common

PARCEL NO. 36-1200-03-002.000 (54.94 ACRES) (an undivided one-half interest)

Situate in the County of Allen, Township of American, and State of Ohio, to wit:

The West Half (1/2) of the Southwest Quarter (1/4) of Section Twelve (12), Township Three (3) South, Range Six (6) East, American Township, Allen County, Ohio, containing Seventy-one and Forty Hundredths (71.40) Acres, more or less, subject to public right of ways after allowance for the following exceptions; and being identified as Allen County Auditor's Tax Parcel No. G25-0015500.

SAVE AND EXCEPT:

Being a part of the South part of the Southwest Quarter (1/4) of Section Twelve (12), Township Three (3) South, Range Six (6) East, American Township, Allen County, Ohio, more particularly described as follows:

Commencing at the Southwest corner of said Section Twelve (12);

thence N 88° 09' East along the South line of said Section Twelve (12), and the centerline of Bluelick Road, a distance of One Thousand Two Hundred Twenty-Five (1,225) Feet, to a point;

Thence North 0° 07' East a distance of Two Hundred Fifty (250) Feet to a point;

Thence South $88^{\circ} 09'$ West a distance of Seven Hundred Twenty-six (726) Feet to the East line of the abandoned Ohio Electric Railroad right of way;

Thence Northwesterly along the East line of said right of way to a point located Four Hundred Five (405) Feet North of the South line of said Section Twelve (12);

Thence West on a line parallel to the South line of said Section Twelve (12) a distance of Three Hundred Seventy-seven (377) Feet to the centerline of Cole Street and the west line of the Southwest Quarter (1/4) of Section Twelve (12);

Thence South along the centerline of said Cole Street and the west line of Section Twelve (12), a distance of Four Hundred Five (405) Feet to the place of beginning, and being identified as Allen County Treasurer's Parcel No. H27-0022300.

ALSO SAVE AND EXCEPT:

Situated in Allen County, American Township, Southwest Quarter, Section 12, Township 3 South, Range 6 East:

Being part of a 71.4 acre tract described in deed records volume 673, page 658, in the Allen County Recorder's Office, and being more particularly described as follows:

Commencing at a Monument Box found at the Southwest corner of said section, in Bluelick Road and Cole Street;

thence North $88^{\circ} 09' 00''$ East, 1312.02' to a P.K. nail set, at the southeast corner of a proposed 0.500 acre tract in Bluelick Road, being the TRUE POINT OF BEGINNING of the tract herein described;

thence North $0^{\circ} 00' 26''$ West, 940.59' along a new division line to an iron pin set, passing iron pins set at 30.00' and 250.16';

thence South $88^{\circ} 09' 00''$ West, 303.95', along a new division line to an iron pin set;

thence North $0^{\circ} 00' 26''$ West, 591.15 feet, along a new division line to an iron pin set;

thence North $88^{\circ} 09' 00''$ East, 328.95 feet, along a new division line to an iron pin set, on the east line of said 71.4 acre tract;

thence South $0^{\circ} 00' 26''$ East, 1531.74', to a point at the southeast corner of said 71.4 acre tract, witness a railroad spike found North $0^{\circ} 00' 26''$ West, 0.50';

thence South $88^{\circ} 09' 00''$ West, 25.00 feet, along the south line of said 71.4 acre tract, to the Place of Beginning.

containing 5.001 acres, more or less, subject to legal highways and other easements of record. Bearings for the above description are based upon the south line of Section 12, North $88^{\circ} 09' 00''$ East per deed record Vol. 680, Pg. 336.

Iron pins set in the above description are $\frac{3}{4}$ inch by 30 inch reinforcing rod with an aluminum cap stamped "WAGGAMON DELPHOS, OHIO."

Description prepared by Jeffrey L. Waggamon, P.S., Registered Surveyor No. S-7125.

ALSO SAVE AND EXCEPT:

Being a parcel of land in the SW1/4 of Section 12, T3S, R6E, American Township, Allen County, Ohio, more particularly described as follows:

Commencing for reference at the monument box at the southwest corner of Section 12, thence N. $90^{\circ}-00'-00''$ E. (assumed bearing) on the centerline of Bluelick Rd. (south line of the SW1/4), 1312.02' to an existing PK nail; thence N. $1^{\circ}-50'-34''$ E., 250.00' to a set #5 rebar at the POINT OF BEGINNING of the parcel to be described, thence the following courses:

1. N. $90^{\circ}-00'-00''$ W., 457.42' to an existing 1" pipe;
2. N. $1^{\circ}-45'-02''$ E., 204.96' to an existing #5 rebar;
3. N. $90^{\circ}-00'-00''$ W., 344.21' to a set #5 rebar;
4. N. $1^{\circ}-51'-51''$ E., 259.16' to a set #5 rebar;
5. S. $90^{\circ}-00'-00''$ E., 497.98' to a set #5 rebar;
6. N. $1^{\circ}-50'-34''$ E., 226.44' to an existing #5 rebar;
7. S. $90^{\circ}-00'-00''$ E., 303.95' to an existing #5 rebar;
8. S. $1^{\circ}-50'-34''$ W., 690.58' to the POINT OF BEGINNING.

The above-described parcel contains 8.500 acres, more or less, subject to all legal highways and easements of record at the time of survey.

Prior D.V. 673, Page 658.

This plat and description is based on a field survey on 3-6-07 by, Bacon & Associates, LLC under direction of Clayton T. Bacon, P.S. #6179.

ALSO SAVE AND EXCEPT:

Being a parcel of land in the SW1/4 of Sec. 12, T3S, R6E, American Township, Allen County, Ohio, more particularly described as follows:

Commencing for reference at the monument box at the southwest corner of Section 12, thence N.90°-00'-00"E. (assumed bearing) on the centerline of Bluelick Rd. (south line of the SW1/4), 855.00'; thence N.1°-45'-02"E., 250.00' to a set #5 rebar at the POINT OF BEGINNING, thence the following courses;

1. S.90°-00'-00"W., 357.56' to a set #5 rebar;
2. N.36°-30'-09"W., 192.69' to a set #5 rebar;
3. N.90°-00'-00"E., 476.92' to a set #5 rebar;
4. S.1°-45'-02"W., 154.97' to the POINT OF BEGINNING.

The above described parcel contains 1.484 acres, more or less, subject to all legal highways and easements of record.

Being a part of Parcel No. 36-1200-03-002.000 and prior deed, D.V. 673-658.

This plat and description is based on a field survey on 1-7-97 by, Bacon & Associates, under direction of Clayton T. Bacon, P.S. #6179.

ALSO SAVE AND EXCEPT:

Being a parcel of land in the SW 1/4 of Section 12, T3S, R6E, American Township, Allen County, Ohio, more particularly described as follows:

Beginning at a set PK nail on the west line of the SW ¼ of Section 12 (centerline of Cole Street) N.1°-54'-14"E.(assumed bearing), 405.00' from the monument box at the southwest corner of Section 12, thence the following courses;

1. Continue N.1°-54'-14"E. on the centerline of Cole Street, 50.00' to a set PK nail;
2. N.90°-00'-00"E., 853.79' to a set #5 rebar, passing over a set #5 rebar at 30.0';
3. S.1°-45'-02"W., 50.0' to an existing #5 rebar;
4. S.90°-00'-00"W., 853.92' to the POINT OF BEGINNING, passing over a set #5 rebar at 823.92'.

The above-described parcel contains 0.980 acres, more or less, subject to all legal highways and easements of record.

Being a part of Parcel No. 36-1200-03-002.000 and prior deed, D.V. 673-656.

This plat and description is based on a field survey on 1-7-97 by, Bacon & Associates, under direction of Clayton T. Bacon, P.S. #6179.

FOR INFORMATIONAL PURPOSES ONLY

Parcel No. 36-1200-03-002.000 (54.94 acres) (an undivided one-half interest)

Prior Instrument References: Vol. 673, Pg. 658


Instr: 202310100008810 10/10/2023
P: 1 of 8 F:\$82.00 2:16 PM
Mona S Losh T20230008538
Allen County V:2023 P:08810

Title of Document: Memorandum of Option to Purchase Real Property

Date of Document: *May 31, 2023*

Seller(s): *Merle M. Miller and Ruth E. Miller*

Buyer(s): *Port Authority of Allen County*

Mailing Address(s): *144 S. Main Street
Lima, Ohio 45801*

Legal Description: Please see attached Exhibit "A"

Reference Book and Page:

MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY

This Memorandum of Option to Purchase Real Property (this “Memorandum”) is made this day of May 31, 2023, by and between Merle M. Miller and Ruth E. Miller ; (“Seller”) and Port Authority of Allen County, a Port Authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio (“Buyer”)

W I T N E S S E T H:

1. Effective May 31, 2023, Seller and Buyer have executed and delivered that certain Option to Purchase Real Property (the “Agreement”), wherein Seller has granted to Buyer, and Buyer has accepted from Seller, in exchange for good and sufficient consideration which both parties acknowledge, an option (the “Option”) to purchase the real property owned by Seller legally described on Exhibit A attached hereto and made a part hereby this reference (the “Property”), on the terms and conditions as set forth in the Agreement. Seller acquired title to the Property by instrument recorded in Volume _____, Page _____, Deed Records, Allen County, Ohio.


2. The terms of the Agreement require Seller to convey the Property to Buyer if the Option is exercised by Buyer on or before May 31, 2026, unless the term of the Option is extended as provided in the Agreement.


3. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, conditions, and provisions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall govern and control.

4. This Memorandum shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, executors, and administrators.

The parties hereto have executed this Memorandum as of the day and year first above written.

Seller:





Merle M. Miller and Ruth E. Miller

Buyer:

Port Authority of Allen County

By: Maria Sanko

Its: Maria Sanko, Chairperson

STATE OF OHIO)
) ss.
COUNTY OF)

On this 31 day of May, 2023, before me appeared Merle M. Miller and Ruth E. Miller, to me personally known, who being by me duly sworn did say that he/she is the person described in the foregoing instrument and he/she acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



CHRISTINA M. MATHEWS
NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES
JULY 25, 2023

Christina M. Mathews
Notary Public
My Commission Expires: 7-25-23

STATE OF OHIO)
) ss.
COUNTY OF)

On this 31 day of May, 2023, before me appeared Maria Sanko, Chairperson, on behalf of Port Authority of Allen County, to me personally known, who being by me duly sworn did say that he is the person described in the foregoing instrument and he acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



CHRISTINA M. MATHEWS
NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES
JULY 25, 2023

Christina M. Mathews

Notary Public

My Commission Expires: 7-25-23

This instrument was prepared by,
and after recording return to:

Rex Nuffman
Spitler Nuffman LLP
932 Dixie Hwy
Rossford, Ohio 43460

Thence North $00^{\circ} 01' 49''$ East a distance of 1,055.80 feet to the POINT OF BEGINNING, passing a bent $\frac{3}{4}$ inch iron pipe at 14.41 feet and a $\frac{5}{8}$ inch rebar with ID cap set at 1,013.80 feet, said tract containing 83.770 acres of land, more or less, of which 1.432 acres lies within the road right-of-way.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual field survey performed in February 2006 under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the North line of the Northwest Quarter of Section 11 (also being the centerline of Irvin Road) to be North 89 degrees 37 minutes 55 seconds East and are for the purpose of angle determination only.

FOR INFORMATIONAL PURPOSES ONLY:

Parcel No. 36-1100-02-008.000 (80.810 acres) (an undivided one-half interest) AND Parcel No. 36-1100-02-002.000 (2.960 acres) (an undivided one-half interest)

Prior Instrument Reference: OR 2007, Pg. 689

Property Address: Beery Rd., Lima, Ohio 45807

Type of Tenancy: Tenants in Common

PARCEL NO. 36-1200-03-002.000 (54.94 ACRES) (an undivided one-half interest)

Situate in the County of Allen, Township of American, and State of Ohio, to wit:

The West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twelve (12), Township Three (3) South, Range Six (6) East, American Township, Allen County, Ohio, containing Seventy-one and Forty Hundredths (71.40) Acres, more or less, subject to public right of ways after allowance for the following exceptions; and being identified as Allen County Auditor's Tax Parcel No. G25-0015500.

SAVE AND EXCEPT:

Being a part of the South part of the Southwest Quarter ($\frac{1}{4}$) of Section Twelve (12), Township Three (3) South, Range Six (6) East, American Township, Allen County, Ohio, more particularly described as follows:

Commencing at the Southwest corner of said Section Twelve (12);

thence N $88^{\circ} 09'$ East along the South line of said Section Twelve (12), and the centerline of Bluelick Road, a distance of One Thousand Two Hundred Twenty-Five (1,225) Feet, to a point;

Thence North $0^{\circ} 07'$ East a distance of Two Hundred Fifty (250) Feet to a point;

Thence South $88^{\circ} 09'$ West a distance of Seven Hundred Twenty-six (726) Feet to the East line of the abandoned Ohio Electric Railroad right of way;

Thence Northwesterly along the East line of said right of way to a point located Four Hundred Five (405) Feet North of the South line of said Section Twelve (12);

Thence West on a line parallel to the South line of said Section Twelve (12) a distance of Three Hundred Seventy-seven (377) Feet to the centerline of Cole Street and the west line of the Southwest Quarter (1/4) of Section Twelve (12);

Thence South along the centerline of said Cole Street and the west line of Section Twelve (12), a distance of Four Hundred Five (405) Feet to the place of beginning, and being identified as Allen County Treasurer's Parcel No. H27-0022300.

ALSO SAVE AND EXCEPT:

Situated in Allen County, American Township, Southwest Quarter, Section 12, Township 3 South, Range 6 East:

Being part of a 71.4 acre tract described in deed records volume 673, page 658, in the Allen County Recorder's Office, and being more particularly described as follows:

Commencing at a Monument Box found at the Southwest corner of said section, in Bluelick Road and Cole Street;

thence North $88^{\circ} 09' 00''$ East, 1312.02' to a P.K. nail set, at the southeast corner of a proposed 0.500 acre tract in Bluelick Road, being the TRUE POINT OF BEGINNING of the tract herein described;

thence North $0^{\circ} 00' 26''$ West, 940.59' along a new division line to an iron pin set, passing iron pins set at 30.00' and 250.16';

thence South $88^{\circ} 09' 00''$ West, 303.95', along a new division line to an iron pin set;

thence North $0^{\circ} 00' 26''$ West, 591.15 feet, along a new division line to an iron pin set;

thence North $88^{\circ} 09' 00''$ East, 328.95 feet, along a new division line to an iron pin set, on the east line of said 71.4 acre tract;

thence South $0^{\circ} 00' 26''$ East, 1531.74', to a point at the southeast corner of said 71.4 acre tract, witness a railroad spike found North $0^{\circ} 00' 26''$ West, 0.50';

thence South $88^{\circ} 09' 00''$ West, 25.00 feet, along the south line of said 71.4 acre tract, to the Place of Beginning.

containing 5.001 acres, more or less, subject to legal highways and other easements of record. Bearings for the above description are based upon the south line of Section 12, North $88^{\circ} 09' 00''$ East per deed record Vol. 680, Pg. 336.

Iron pins set in the above description are $3/4$ inch by 30 inch reinforcing rod with an aluminum cap stamped "WAGGAMON DELPHOS, OHIO."

Description prepared by Jeffrey L. Waggamon, P.S., Registered Surveyor No. S-7125.

ALSO SAVE AND EXCEPT:

Being a parcel of land in the SW1/4 of Section 12, T3S, R6E, American Township, Allen County, Ohio, more particularly described as follows:

Commencing for reference at the monument box at the southwest corner of Section 12, thence N. $90^{\circ}-00'-00''$ E. (assumed bearing) on the centerline of Bluelick Rd. (south line of the SW1/4), 1312.02' to an existing PK nail; thence N. $1^{\circ}-50'-34''$ E., 250.00' to a set #5 rebar at the POINT OF BEGINNING of the parcel to be described, thence the following courses:

1. N. $90^{\circ}-00'-00''$ W., 457.42' to an existing 1" pipe;
2. N. $1^{\circ}-45'-02''$ E., 204.96' to an existing #5 rebar;
3. N. $90^{\circ}-00'-00''$ W., 344.21' to a set #5 rebar;
4. N. $1^{\circ}-51'-51''$ E., 259.16' to a set #5 rebar;
5. S. $90^{\circ}-00'-00''$ E., 497.98' to a set #5 rebar;
6. N. $1^{\circ}-50'-34''$ E., 226.44' to an existing #5 rebar;
7. S. $90^{\circ}-00'-00''$ E., 303.95' to an existing #5 rebar;
8. S. $1^{\circ}-50'-34''$ W., 690.58' to the POINT OF BEGINNING.

The above-described parcel contains 8.500 acres, more or less, subject to all legal highways and easements of record at the time of survey.

Prior D.V. 673, Page 658.

This plat and description is based on a field survey on 3-6-07 by, Bacon & Associates, LLC under direction of Clayton T. Bacon, P.S. #6179.

ALSO SAVE AND EXCEPT:

Being a parcel of land in the SW1/4 of Sec. 12, T3S, R6E, American Township, Allen County, Ohio, more particularly described as follows:

Commencing for reference at the monument box at the southwest corner of Section 12, thence N.90°-00'-00"E. (assumed bearing) on the centerline of Bluelick Rd. (south line of the SW1/4), 855.00'; thence N.1°-45'-02"E., 250.00' to a set #5 rebar at the POINT OF BEGINNING, thence the following courses;

1. S.90°-00'-00"W., 357.56' to a set #5 rebar;
2. N.36°-30'-09"W., 192.69' to a set #5 rebar;
3. N.90°-00'-00"E., 476.92' to a set #5 rebar;
4. S.1°-45'-02"W., 154.97' to the POINT OF BEGINNING.

The above described parcel contains 1.484 acres, more or less, subject to all legal highways and easements of record.

Being a part of Parcel No. 36-1200-03-002.000 and prior deed, D.V. 673-658.

This plat and description is based on a field survey on 1-7-97 by, Bacon & Associates, under direction of Clayton T. Bacon, P.S. #6179.

ALSO SAVE AND EXCEPT:

Being a parcel of land in the SW 1/4 of Section 12, T3S, R6E, American Township, Allen County, Ohio, more particularly described as follows:

Beginning at a set PK nail on the west line of the SW ¼ of Section 12 (centerline of Cole Street) N.1°-54'-14"E.(assumed bearing), 405.00' from the monument box at the southwest corner of Section 12, thence the following courses;

1. Continue N.1°-54'-14"E. on the centerline of Cole Street, 50.00' to a set PK nail;
2. N.90°-00'-00"E., 853.79' to a set #5 rebar, passing over a set #5 rebar at 30.0';
3. S.1°-45'-02"W., 50.0' to an existing #5 rebar;
4. S.90°-00'-00"W., 853.92' to the POINT OF BEGINNING, passing over a set #5 rebar at 823.92'.

The above-described parcel contains 0.980 acres, more or less, subject to all legal highways and easements of record.

Being a part of Parcel No. 36-1200-03-002.000 and prior deed, D.V. 673-656.

This plat and description is based on a field survey on 1-7-97 by, Bacon & Associates, under direction of Clayton T. Bacon, P.S. #6179.

FOR INFORMATIONAL PURPOSES ONLY

Parcel No. 36-1200-03-002.000 (54.94 acres) (an undivided one-half interest)

Prior Instrument References: Vol. 673, Pg. 658

AMERICAN TOWNSHIP

CONDITIONAL USE # _____

ALLEN COUNTY, OHIO

APPLICATION FOR CONDITIONAL USE PERMIT

American Township Zoning Resolution Article 17 and Ohio Revised Code § 519.14 (C)

American Township Zoning Resolution §17.00 "... The Township Board of Zoning Appeals may grant conditional use zoning permits for the use of land, buildings, or other structures if such permits for specific uses are provided for in the Zoning Code..."

A **NON-REFUNDABLE** application fee of One Hundred fifty dollars (\$150.00) for General Conditional Use Permit, **OR** application fee of fifty- \$50.00 for 4H / Education Livestock / Poultry Exemption is required, to defray the cost of legal advertising, mailing of notifications to affected adjacent property owners, and other expenses incurred by American Township in administration of the request. Additional fees are required for issuance of a zoning certificate to erect or alter a structure in association with an approved conditional use.

Property / Project Address: N. Cole Street, Lima, Ohio 45801

Parcel Number: 36-1200-02-001.000 and 36-1200-02-001.001 Lot #: _____

Property Owner Name: Neff Farms Inc.

Property Owner Address: 11951 Zerkle Road, Lima, Ohio 45806
Street City State Zip Code

Phone: () _____ e-mail: _____

Applicant / Lessee / Agent Name: (If different than Owner): Applicant: Project Bosc Agent: Jill S. Tangeman, Esq.

Applicant / Lessee / Agent Address: 52 East Gay Street, Columbus, OH 43215
Street City State Zip Code

Phone: (614) 464-5608 e-mail: jstangeman@vorys.com

Zoning District: (check one) R-1 R-2 R-3 B-1 B-2 M-1 M-2

Type of use proposed: SINGLE FAMILY TWO / THREE FAMILY MULTI-FAMILY AGRICULTURAL BUSINESS
 INDUSTRIAL ENTERTAINMENT HEALTH CARE / MEDICAL PUBLIC / COMMUNITY
 RECREATIONAL 4H LIVESTOCK / POULTRY HUSBANDRY

Code section identifying proposed use a conditional use: Section 11.2.3

DEFINITIONS:

- **Conditionally Permitted Use:** A use which is subject to conditional approval by the Board of Zoning Appeals, upon such conditions as the Township may require. A conditional use may be granted by the Board of Zoning Appeals only when there is specific provisions for such special exemption made in this Zoning Resolution. A conditional use is not considered to be a non-conforming use.
- **Conditional Use Permit:** A permit approved by the Board of Zoning Appeals to allow a use other than a principally permitted use to be established within the zone.
- **District or Zoning District:** The administrative tracts designating the uses for which land can be legally utilized. Boundaries of the districts or zones are shown on the zoning map.

The issuance of this Application for Conditional Use, **DOES NOT** in any way supersede, alter, or otherwise affect any other type of restriction pertaining to this property as may be found on the applicable plat, deed or elsewhere. It is the responsibility of the applicant to ensure that his / her / their proposed use meets all other public and private requirements, which may be imposed, or otherwise affect the land, structure(s) and or use referenced herein.

APPLICATIONS FOR CONDITIONAL USE MUST CONTAIN THE FOLLOWING INFORMATION:

1. Signed and Completed Application, including all the information required below:
2. 2 copies of a site plan drawing, in reasonable detail illustrating:
 - a. The boundaries and dimensions of the lot.
 - b. The size and location of EXISTING and PROPOSED improvements, including, but not limited to, buildings, structures, facilities, signs, lighting, accessways, walks, fencing, off street parking spaces, loading areas, and landscaping.
 - c. The PROPOSED use of all parts of the lot and improvements.
 - d. The relationship of the conditional use requested to the standards set by the Zoning Code.
3. A written statement addressing the following findings required by the Board of Zoning Appeals.
 - a. How the establishment, maintenance, or operation of the conditional use WILL NOT be detrimental to or endanger the public health, safety, morals, or general welfare.
 - b. How the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or will not substantially diminish and impair property value within the neighborhood.
 - c. How the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
 - d. Have adequate utilities, access roads, drainage, and other necessary facilities have been or are being provided?
 - e. Have adequate measures been or will be taken to provide ingress or egress so designed to minimize traffic congestion on the public streets?
 - f. Is the conditional use located in a district where such use is permitted, and all requirements set forth in the Zoning Code applicable to such conditional use being met?
 - g. Any deed restrictions, neighborhood covenants / conditions or restrictions prohibiting proposed use?
4. NON-REFUNDABLE application fee of one hundred fifty dollars (\$150.00) for conditional use permit application and certificate
or
NON-REFUNDABLE application fee of fifty dollars (\$50.00) for 4H Livestock / Poultry Exemption Conditional Use Certificate.

**APPLICATIONS FOR CONDITIONAL USE 4H / EDUCATIONAL LIVESTOCK / POULTRY EXEMPTION
MUST CONTAIN THE FOLLOWING INFORMATION:**



1. Signed and Completed Application, including all the information required below:
2. 2 copies of a site plan drawing, in reasonable detail illustrating:
 - a. The boundaries and dimensions of the lot.
 - b. The size and location of EXISTING and PROPOSED structures, including, but not limited to, habitation area / buildings, coops, runs, exercise area, pens, access ways, walks, and fencing.
 - c. The relationship of the conditional use requested to the standards set by the Zoning Code.
 - d. Any deed restrictions or covenants, conditions or restrictions associated with your property prohibiting the use. Go to Recorder's Office, 2nd Floor, Allen Co. Court House, North Main Street to review any restrictions that may be in force (Especially in platted subdivisions)
3. A written statement addressing the following findings required by the Board of Zoning Appeals.
 - a. How the establishment, maintenance, or operation of the conditional use WILL NOT be detrimental to or endanger the public health, safety, morals, or general welfare.
 - b. How the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or will not substantially diminish and impair property value within the neighborhood.
 - c. How the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
 - d. Is the conditional use located in a district where such use is permitted, and all requirements set forth in the Zoning Code applicable to such conditional use being met?
 - e. 4H / Education Program.

- f. Project Name.
- g. Names of Parents or Guardians overseeing project.
- h. Name and Grade of Student(s).
- i. Type / Breed of Livestock / Poultry.
- j. Quantity of animals involved in the project.
- k. Habitation Area, Run / Exercise Area, Coop / Shelter sizes and location on property (can be indicated on site drawings)
- l. Project start and ending dates.
- m. Any fair or showmanship dates.
- n. Food storage location on property to prevent mice and vermin.
- o. Waste disposal procedure.
- p. Containment locations on property to prevent escape of livestock or poultry.
- q. Letters from adjoining property owners that are contiguous to, and directly across the street from the subject property attesting that they are allowing permission for livestock or poultry husbandry activity to be conducted on the applicant's / adjacent property owners property. Name, address and phone number must be provided, along with the letter being dated and signed.
- r. Note: in accordance with Ohio Revised Code, all property owners within a 300 feet radius of your property will be notified via letter of the conditional use application and public hearing date if they wish to provide support or denial for the conditional use to the Board of Appeals.
- s. Any additional documentation such as pictures of the requested breeds, exercise and containment areas, and any other information to assist the Board of Appeals in their decision process.

4. NON-REFUNDABLE application fee of fifty dollars (\$50.00) for 4H Livestock / Poultry Exemption Conditional Use Certificate.

By my signature, I hereby certify that the facts, statements, and information presented in this application and any documents attached hereto are accurate, true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application may result in the application being delayed or denied by Athens Township. Providing any false, inaccurate, or misleading information on official township governmental documents may result in legal action.

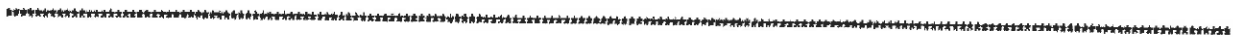
I hereby certify that I have read and fully understood all the information presented in this application and have reviewed and understand all applicable requirements of the American Township Zoning Resolution.

Property Owner:	 dotloop verified 11/12/24 8:52 PM CST LHJJ-G8N1-95W4-PZHU	William G Neff, President	
	Signature	Printed Name	Date
Applicant / Lessee:	 Signature	Jill Tangeman, Esq. Agent for Applicant	11/12/24
	Signature	Printed Name	Date

RETURN APPLICATIONS TO THE AMERICAN TOWNSHIP ADMINISTRATION BUILDING, 102 PIONEER ROAD, ELIDA, OHIO 45807 OR E-MAIL TO MBISHOP@ATFD2097.COM

NOTICE:

1. Unless, otherwise specifically approved by the Board of Zoning Appeals, a conditional use permit is not permanent, but is personal to the applicant and does not run with the land. The sale or conveyance of the land and / or structure wherein the conditional use is located, and / or conducted were result in the immediate termination of the conditional use permit, and any subsequent owner of such land and / or structure shall be required to file and obtain the approval of a new application for such conditional use.
2. The American Township Zoning Resolution provides that the concurring vote of the members of the Board of Zoning Appeals is necessary to approve an application for a conditional use permit. A minimum of three-(3) members constitute a quorum and is necessary to conduct a hearing. Failure to obtain at least a majority of concurring votes approving the application will constitute a decision for disapproval of the application. In the event there are four-(4) members of the Board of Appeals and a split decision of 2 votes in favor, and 2 votes denial, is obtained, then this would be a denial decision based on lack of a majority concurring vote in your case.
3. In addition, it is improper and prejudicial in nature to personally contact any board member prior to the hearing date, to discuss the case with them and attempt to influence their position in the pending case. Prior to the case being heard, each board member receives a copy of all related documents of your case and may as a group or individually inspect the areas of the property which are subject matter to the variance. The Board of Trustees of American Township, in accordance with the Ohio Revised Code, have no authority to grant or deny a variance or conditional use appeal. The appeal of the Township Board of Appeals Decision may be forwarded to the Court of Common Pleas of Allen County, Ohio.
4. The Board of Appeals Hearing is a quasi-legal hearing operating under the Roberts Rules of Order. The meetings are recorded, and minutes maintained. The applicant is required to attend the hearing in order to provide testimony and evidence in their case. Failure to attend the hearing may result in the case being decided on its own merits. Board decisions are rendered at the end of the hearing, unless there are additional issues and concerns that need to be further addressed. Written decisions are sent by U.S. Regular Mail within 30 days of the formal conclusion of the hearing.
5. The Board of Appeals, especially in "Conditional Use Permit" cases, has the authority to stipulate special terms and conditions in your case. This may include the quantity of animals permitted, fencing requirements, and any other relevant conditions with time frames provided, especially with agricultural cases.
6. Failure to follow the Boards decision on conditions and stipulations may result in your conditional use permit being immediately revoked by the Zoning Inspector. You will then need to re-apply for a Conditional Use Permit, utilizing the application and documentation process as well as paying applicable fees again. The Board of Appeals will conduct another public hearing concerning your case, to include why you did not comply with the directives of the Board of Appeals within the time frames permitted or any other stipulation you did not comply with. The Board of Appeals will render another decision on the case, after reviewing all documents and evidence presented. Which may result in approval of your permit with additional conditions, or denial of your Conditional Use Permit application.



FOR OFFICIAL BOARD OF ZONING APPEAL USE ONLY

DATE FILED: _____ FEE PAID: \$ _____ FEE RECEIPT #: _____

DATES OF NOTICE TO PARTIES IN INTEREST: _____ DATE OF NEWSPAPER PUBLICATION: _____

DATE OF PUBLIC HEARING: _____

ZONING INSPECTOR RECOMMENDATION: _____

REGIONAL PLANNING COMMISSION RECOMMENDATION: _____

OTHER RECOMMENDATIONS: _____

DECISION OF BOARD OF APPEALS

APPROVED: _____

DENIED: _____

OTHER: _____

REASON FOR APPROVAL & ALL CONDITIONS / SPECIAL CIRCUMSTANCES: _____

REASON FOR DENIAL: _____

OTHER: _____

CONDITIONA USE CERTIFICATE # _____ ISSUED: _____

BOARD OF ZONING APPEALS
AMERICAN TOWNSHIP ADMINISTRATION BUILDING
102 PIONEER ROAD
ELIDA, OHIO 45807

BY: _____
SECRETARY

DATE: _____

APPLICATION FOR CONDITIONAL USE
WRITTEN STATEMENT

Applicant: Project Bosc
Agent: Jill S. Tangeman, Esq.
Subject Property: Neff Farms Inc.
Parcel Nos.: 36-1200-02-001.000 and 36-1200-02-001.001

1. How the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, or general welfare.

The applicant intends to use the property for a data center. A "data center" consists of buildings or structures specifically designed to house networked computers, data and transaction processing equipment and similar related infrastructure. The equipment housed in the buildings is used to provide online record storage, data processing services, web hosting and streaming support services for public and private entities. The NAICS classification number for data centers is 518210 *Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services*.

Once constructed, each building is staffed by approximately fifty employees and contractors working three shifts. Operations are conducted inside each building and mirror typical office, computer programing and equipment maintenance functions.

Given the limited number of employees and the enclosed nature of building operations, the impact of the proposed data center on surrounding properties will be very minimal. Because employees work in shifts, there is no significant rush of traffic at peak travel times. Moreover, there is no ongoing truck traffic that would be characteristic of a manufacturing or distribution facility.

The proposed data center will not therefore be detrimental to or endanger the public health, safety, morals or general welfare.

2. The conditional use will not be injurious to the use and enjoyment of other people in the immediate vicinity for the purposes already permitted, or will not substantially diminish and impair property values within the neighborhood.

As more fully described above, the proposed data center will have very limited impact on the surrounding property owners. Once constructed, neighboring owners will not experience significant increased traffic, noise or pollution. Buildings will be setback at least 500 feet from Cole Street and at least 150 feet from the north, east and south property lines, with significant fencing landscaping and mounding installed to screen buildings from off-site view. Given the distance from the proposed data center buildings to any neighboring uses, the conditional use will not affect the use of property in the immediate vicinity nor will it substantially diminish or impair property values within the neighborhood.

3. The establishment of the conditional use will not impede normal and orderly development and improvement surrounding property for uses permitted in the district.

The proposed data center operations will be contained within the bounds of the subject property. It will not impact the use and development of adjacent sites, with the exception of the property to the south of the property. As identified on the conceptual site plan provided with this application, it is expected that the property to the south will be acquired by a public utility for the construction of an electric substation. The applicant intends to enter into an easement agreement with the public utility to install a stormwater detention pond as well as a shared access road for the benefit of the proposed data center on the property to the south.

4. Have adequate utilities, roads, drainage, and other necessary facilities been or are being provided?

While engineering and site design will need to be completed prior to the receipt of building permits, the applicant has determined that there is adequate water, sewer, and electric available to the subject property to support the proposed data center development. As described above, storm water will be managed both on site as well as with a storm water drainage pond to be located on the property to the south. A traffic study will be prepared prior to final site plan approval and building permit applications to identify all necessary road improvements.

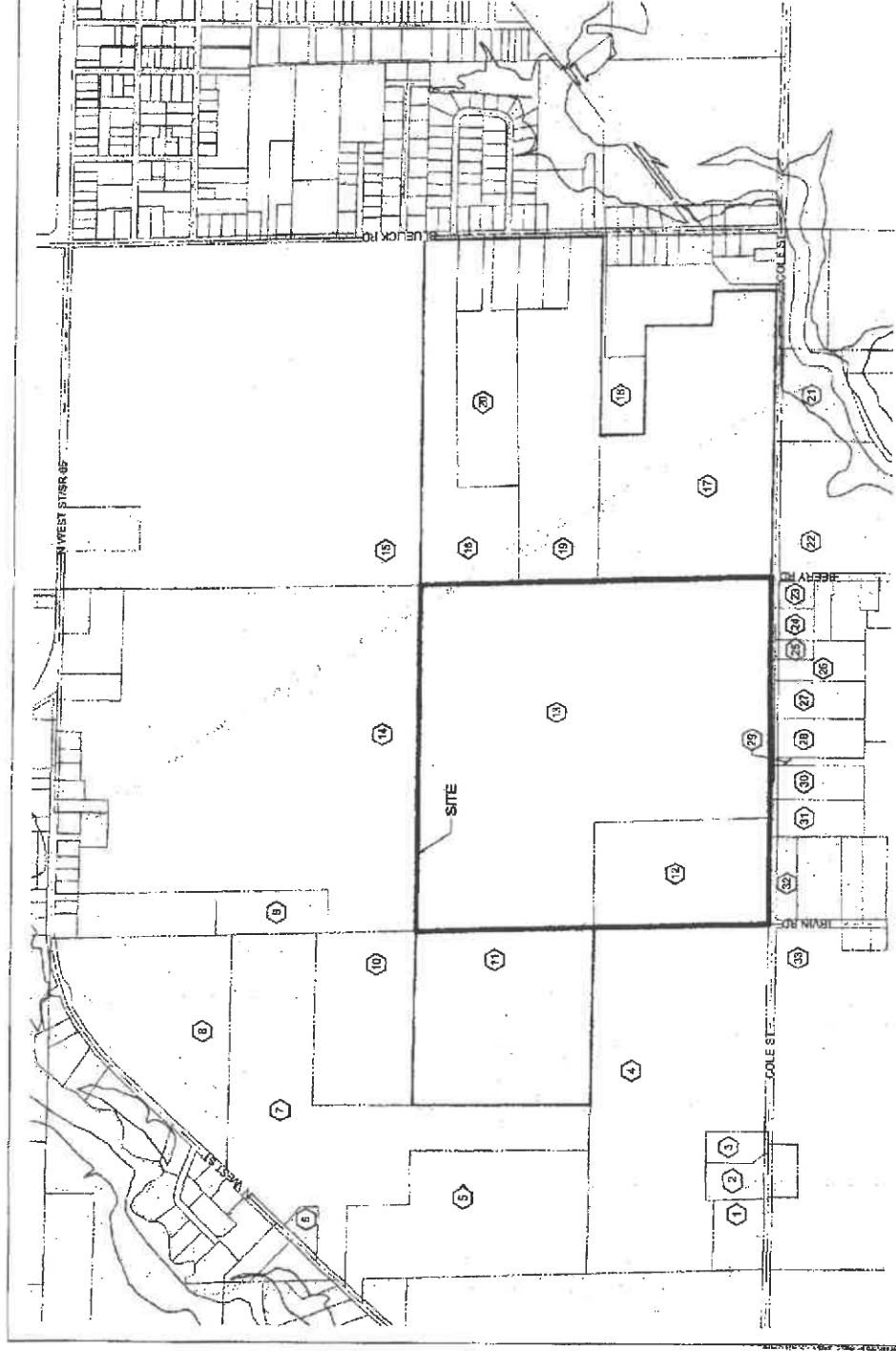
5. Adequate measures will be taken to provide or egress so designed to minimize congestion on the public streets.

A driveway at the intersection of Beery Road and Cole Street will be installed to provide access to both the proposed data center as well as the proposed substation to the property to the south. It is likely that an additional emergency access (which will be gated or otherwise blocked to through traffic) will also be installed on Cole Street at a location to be determined by a future traffic study.

6. Is the conditional use located in a district where such use is permitted, and are all requirements set forth in the zoning code applicable to such conditional use being met?

The subject property is currently zoned M-2 General Manufacturing District under Article 11 of the American Township Zoning Code. Section 11.2.3 of the Zoning Code states that "*Any industrial manufacturing, storage or distribution establishment not specifically mentioned above but deemed acceptable by the Board of Zoning Appeals*" is a conditional use in the M-2 zoning district. The M-2 zoning district permits a wide range of manufacturing, distribution, warehouse and similar industrial uses, all of which are similar in nature to the proposed data center use.

The proposed data center will meet the requirements set forth in Article 11 of the American Township Zoning Code. Any necessary development standard variances will be addressed through a separate application to the Board of Zoning Appeals after further engineering and site design is completed.



NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	10/15/2024	JMA
2	FINAL PLAN	10/15/2024	JMA
3	REVISIONS	10/15/2024	JMA
4	REVISIONS	10/15/2024	JMA
5	REVISIONS	10/15/2024	JMA
6	REVISIONS	10/15/2024	JMA
7	REVISIONS	10/15/2024	JMA
8	REVISIONS	10/15/2024	JMA
9	REVISIONS	10/15/2024	JMA
10	REVISIONS	10/15/2024	JMA
11	REVISIONS	10/15/2024	JMA
12	REVISIONS	10/15/2024	JMA
13	REVISIONS	10/15/2024	JMA
14	REVISIONS	10/15/2024	JMA
15	REVISIONS	10/15/2024	JMA
16	REVISIONS	10/15/2024	JMA
17	REVISIONS	10/15/2024	JMA
18	REVISIONS	10/15/2024	JMA
19	REVISIONS	10/15/2024	JMA
20	REVISIONS	10/15/2024	JMA
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27	REVISIONS	10/15/2024	JMA
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29	REVISIONS	10/15/2024	JMA
30	REVISIONS	10/15/2024	JMA
31	REVISIONS	10/15/2024	JMA
32	REVISIONS	10/15/2024	JMA

PROPERTY INFORMATION

SCALE: AS SHOWN

GRAPHIC SCALE

DATE: 10/15/2024

PROJECT: JMA-001

OWNER: JMA-001

APPROVED: [Signature]

AMERICAN TOWNSHIP, CITY OF LIMA, STATE OF OHIO

BOSC PROPERTY INFORMATION EXHIBIT

2024-04-10

DATE: 10/15/2024

PROJECT: JMA-001

OWNER: JMA-001

APPROVED: [Signature]

AMERICAN TOWNSHIP, CITY OF LIMA, STATE OF OHIO

BOSC PROPERTY INFORMATION EXHIBIT

2024-04-10

American Township
102 Pioneer Road
Elida, OH 45807

Check Date: 11/13/2024
Check Number: 10404826
Account Number: 82877-0001

Reference Number	Voucher Number	Invoice Number	Invoice Date	Description	Amount
SandraCathey	337476	NA	11/13/2024	Zoning Application	150.00
					\$150.00



THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND-NOT A WHITE BACKGROUND



Vorys Sater Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215

PNC Bank N.A., 070 .

56-389/412

11/13/2024

10404826

Amount

PAY One Hundred Fifty and 00/100 Dollar(s) ONLY

150.00

PAY TO THE ORDER OF

American Township
102 Pioneer Road
Elida, OH 45807

Authorized Signature

THE BACK OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW

⑈ 10404826 ⑈ ⑆ 041203895 ⑆ 4239714206 ⑈

Non-compliant Form
Additional Fee Collected

Title of Document: Memorandum of Option to Purchase Real Property

Date of Document: December 16, 2022

Seller(s): Neff Farms, Inc.

Buyer(s): Port of Allen County

Mailing Address(s):

144 S. Main St.
Lima, Ohio 45801

Legal Description: Please see attached Exhibit "A"

Reference Book and Page: Vol. 2018, Page 02723
Vol. 2018, Page 07339

MEMORANDUM OF OPTION TO PURCHASE REAL PROPERTY

This Memorandum of Option to Purchase Real Property (this "Memorandum") is made this day of December 12, 2022, by and between Neff Farms, Inc. ; ("Seller") and Port Authority of Allen County, a Port Authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("Buyer")

WITNESSETH:

1. Effective December 12, 2022, Seller and Buyer have executed and delivered that certain Option to Purchase Real Property (the "Agreement"), wherein Seller has granted to Buyer, and Buyer has accepted from Seller, in exchange for good and sufficient consideration which both parties acknowledge, an option (the "Option") to purchase the real property owned by Seller legally described on Exhibit A attached hereto and made a part hereby this reference (the "Property"), on the terms and conditions as set forth in the Agreement. Seller acquired title to the Property by instrument recorded in Volume 2018, Page 02723 Deed Records, Allen County, Ohio.
2018, Pg. 07339

2. The terms of the Agreement require Seller to convey the Property to Buyer if the Option is exercised by Buyer on or before December 12, 2025, unless the term of the Option is extended as provided in the Agreement.

3. This instrument is merely a memorandum of the Agreement and is subject to all of the terms, conditions, and provisions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall govern and control.

4. This Memorandum shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, assigns, executors, and administrators.

The parties hereto have executed this Memorandum as of the day and year first above written.

Seller:

William B. Neff, President

Neff Farms, Inc.

Buyer:

Port Authority of Allen County

By: Maria Sanko

Its: Maria Sanko, Chairperson

STATE OF OHIO)
)
COUNTY OF Allen) ss.

On this 12th day of December, 2022, before me appeared William G. Neff, to me personally known, who being by me duly sworn did say that he is the person described in the foregoing instrument and he acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



TERI LEE SILONE
Notary Public
State of Ohio
My Comm. Expires
February 3, 2026

[Signature]
Notary Public
My Commission Expires: 2/3/2026

STATE OF OHIO)
)
COUNTY OF Allen) ss.

On this 16 day of December, 2022, before me appeared Maria Sanko, Chairperson, on behalf of Port Authority of Allen County, to me personally known, who being by me duly sworn did say that he is the person described in the foregoing instrument and he acknowledged said instrument to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



TERESA A. FOLLIN, Notary Public
in and for the State of Ohio
My Commission Expires April 30, 2023

[Signature]
Notary Public
My Commission Expires: April 30, 2023

This instrument was prepared by,
and after recording return to:
Rex Huffman

EXHIBIT A TO MEMORANDUM

LEGAL DESCRIPTION OF PROPERTY

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.

Fee \$ 4313.10

Exempt _____

Transferred 3-16-18

Fee 1.00 P.M.

Rhonda Eddy, Allen County Auditor

Instr: 2018031600001123
P: 1 of 4 F: \$64.00
Mona S Losh
Allen County

11:23 AM
T20180003896
V:2018 P:02723

Non-compliant Form
Additional Fee Collected

DESCRIPTION APPROVED
ALLEN COUNTY ENGINEER
TAX MAP OFFICE

OHIO GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that, CHURCHILL FARM, LLC, an Ohio Limited Liability Company (herein called "Grantor"), which claims title by or through the instrument recorded in OR 2017, Page 6801, Allen County Recorder's Office, for valuable consideration received of NEFF FARMS, INC. (herein called "Grantee"), whose tax mailing address will be 11435 Zeekle Rd Lima, Oh 45806, grants with general warranty covenants, to the Grantor, Grantee's successors and assigns, the following described premises, situated in the Townships of American and Sugar Creek, County of Allen, and State of Ohio, to-wit:

See attached Exhibit A.

Parcel No. 36-0100-03-002.000 (40.07 acres) Cole Street (rear), Lima, OH 45807 &
Part Parcel # 36-1200-02-001.000 (137.490 acres) 4110 N. Cole Street, Lima, OH 45801

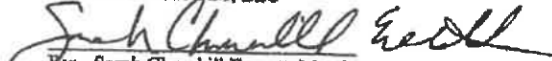
To have and to hold the premises with the appurtenances thereto belonging, to Grantee, Grantee's successors and assigns, forever. Grantor covenants with Grantee that Grantor is lawfully seized in fee simple of the above described premises, and has a good right to sell and convey the same in manner and form as above written; that the premises are free from all encumbrances, save and except legal highways, easements, restrictions, covenants and reservations of record; and that Grantor does warrant and will defend the premises to the Grantee, and Grantee's successors and assigns forever against the lawful claims and demands of all persons.

Taxes and any annual installments of assessments which are a lien on the premises shall be prorated between Grantor and Grantee to the date of closing of this transaction. For proration purposes, the rate and valuation shown on the last available tax duplicate shall be used, but excluding any homestead exemption unless proper application has been made and approved for the current year. Grantor warrants that there are no special assessments levied against the premises except such as appear on the last available tax duplicate.

This deed is delivered and accepted by the parties with the premises in its "as is/where is" condition.

Grantor has executed this deed this 7 day of March, 2018.

CHURCHILL FARM, LLC


By: Sarah Churchill Everett, Member

(Execution in accordance with Chapter 5301 of the Revised Code)

STATE OF OK, COUNTY OF Tulsa §:

The foregoing deed was acknowledged before me by Sarah Churchill Everett, the authorized member of Churchill Farm, LLC, an Ohio Limited Liability Company this 4 day of March, 2018.

[Handwritten signature of Levi Hough]
Notary Public - State of OK
Oklahoma



EXEMPTED LAND DIVISION
Approved by the Lima-Allen County
Regional Planning Commission. This
approval void unless recorded within 90
days from this date: 3-16-2018
Yuri Steffer Log # 2018-14

This instrument prepared by: Derek A. Younkman, Esquire – Cory Meredith Witter & Smith, LPA,
101 North Elizabeth Street, 6th Floor, Lima, Ohio 45801

EXHIBIT A

SITUATED IN THE TOWNSHIP OF SUGAR CREEK, ALLEN COUNTY, OHIO:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION ONE (1), TOWNSHIP THREE (3) SOUTH, RANGE SIX (6), EAST, SUGAR CREEK TOWNSHIP, ALLEN COUNTY, OHIO, EXCEPTING THEREFROM 2.92 ACRES OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE AT THE NORTHEAST CORNER OF SAID LAST DESCRIBED TRACT, THENCE WEST FIVE (5) CHAINS AND EIGHTY-FOUR (84) LINKS TO A STAKE; THENCE SOUTH FIVE (5) CHAINS; THENCE EAST FIVE (5) CHAINS AND EIGHTY-FOUR (84) LINKS; THENCE NORTH FIVE (5) CHAINS TO THE PLACE OF BEGINNING.

AND:

COMMENCING AT A POINT ON THE NORTH AND SOUTH HALF SECTION LINE IN SECTION ONE (1), TOWNSHIP THREE (3), SOUTH, RANGE SIX (6) EAST, SUGAR CREEK TOWNSHIP, ALLEN COUNTY, OHIO, EIGHTY (80) RODS NORTH OF THE SOUTH LINE OF SAID SECTION ONE (1); THENCE WEST TWENTY-FOUR (24) RODS; THENCE SOUTH TWENTY (20) RODS; THENCE EAST TWENTY-FOUR (24) RODS; THENCE NORTH TWENTY (20) RODS; TO THE PLACE OF BEGINNING, AND CONTAINING THREE (3) ACRES OF LAND, MORE OR LESS, SAME BEING THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION.

SUBJECT TO EASEMENTS OR RESTRICTIONS, IF ANY, OF RECORD OR IN USE ON SAID PREMISES.

PARCEL NO.: 36-0100-03-002.000

AND:

Exhibit A

137.490 ACRES

Bockrath & Associates Engineering and Surveying, LLC

115 S. Fair Ave., Suite A - Ottawa, OH 45875

(419) 523-5789

137.490 ACRES

Situated as being part of the Northwest Quarter of Section 12, Township 3 South, Range 6 East, American Township, Allen County, Ohio, also being part of a tract of land as recorded in Official Record Volume 2017, Page 6801 (Tract One) and more particularly described as follows:

Beginning at a Monument box found marking the Southwest corner of the Northwest Quarter of Section 12 and the POINT OF BEGINNING;

Thence North $00^{\circ}08'44''$ West along the West line of the Northwest Quarter of Section 12 (Cole Street) a distance of 1,827.48 feet to a point;

Thence North $88^{\circ}06'35''$ East a distance of 1,345.00 feet to a 5/8 inch rebar with ID cap found and passing a 5/8 inch rebar with ID cap found at 30.01 feet;

Thence North $00^{\circ}08'44''$ West a distance of 810.04 feet to a 5/8 inch rebar with ID cap found on the North line of the Northwest Quarter of Section 12;

Thence North $88^{\circ}06'35''$ East along said North line a distance of 1,345.00 feet to a 5/8 inch rebar with ID cap set marking the Northeast corner of the Northwest Quarter of Section 12;

Thence South $00^{\circ}18'18''$ West along the East line of the Northwest Quarter of Section 12 and the West line of a tract of land as recorded in Official Record Volume 2010, Page 15103 (Tract I) of the Allen County Deed Records a distance of 2,648.55 feet to a 5/8 inch rebar with ID cap found marking the Southeast corner of the Northwest Quarter of Section 12;

Thence South $88^{\circ}19'52''$ West along the South line of the Northwest Quarter of Section 12, the North line of a 23.471 acre tract and a 32.511 acre tract of land as recorded in Official Record Volume 2017, Page 5969 (Exhibit C & D) and a tract of land as recorded in Deed Volume 673, Page 658 of the Allen County Deed Records a distance of 2,668.88 feet to the POINT OF BEGINNING, passing a 5/8 inch rebar with ID cap set at 2,638.87 feet, said tract containing 137.490 acres of land, more or less, of which 1.259 acres lies within the Cole Street right-of-way.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual field survey performed in February, 2018, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the West line of the Northwest Quarter of Section 12 (Cole Street) to be North $00^{\circ}08'44''$ West and are for the purpose of angle determination only.



Gregory A. Bockrath 2026-1 8
Registered Surveyor No. 8306

This Conveyance has been examined
and the Grantor has complied with
Section 319.202 of the Revised Code.
Fee \$ 607.50
Exempt _____
Transferred 6-26-18
Fee 509.4
Allen County Auditor

Rachael S Gilroy

DESCRIPTION APPROVED
ALLEN COUNTY ENGINEER
TAX MAP OFFICE

OHIO GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT, CHURCHILL FARM, LLC, AN OHIO LIMITED LIABILITY COMPANY (HEREIN CALLED "GRANTOR"), WHICH CLAIMS TITLE BY OR THROUGH THE INSTRUMENT RECORDED IN OR 2017, PAGE 6801, ALLEN COUNTY RECORDER'S OFFICE, FOR VALUABLE CONSIDERATION RECEIVED OF NBBF FARMS, INC., (HEREIN CALLED "GRANTEE"), WHOSE TAX MAILING ADDRESS WILL BE 11435 Zerkle Rd. Lima, Oh 45806, GRANTS WITH GENERAL WARRANTY COVENANTS, TO THE GRANTEE, GRANTEE'S SUCCESSORS AND ASSIGNS, THE FOLLOWING DESCRIBED PREMISES, SITUATED IN THE TOWNSHIP OF AMERICAN, COUNTY OF ALLEN, AND STATE OF OHIO, TO-WIT:

SEE ATTACHED EXHIBIT A.
PARCEL # 36-1200-02-001.000 (25 ACRES) NORTH COLE STREET, LIMA, OH 45801

TO HAVE AND TO HOLD THE PREMISES WITH THE APPURTENANCES THERETO BELONGING, TO GRANTEE, GRANTEE'S SUCCESSORS AND ASSIGNS, FOREVER. GRANTOR COVENANTS WITH GRANTEE THAT GRANTOR IS LAWFULLY SEIZED IN FEE SIMPLE OF THE ABOVE DESCRIBED PREMISES, AND HAS A GOOD RIGHT TO SELL AND CONVEY THE SAME IN MANNER AND FORM AS ABOVE WRITTEN; THAT THE PREMISES ARE FREE FROM ALL ENCUMBRANCES, SAVE AND EXCEPT LEGAL HIGHWAYS, EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD; AND THAT GRANTOR DOES WARRANT AND WILL DEFEND THE PREMISES TO THE GRANTEE, AND GRANTEE'S SUCCESSORS AND ASSIGNS FOREVER AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS.

TAXES AND ANY ANNUAL INSTALLMENTS OF ASSESSMENTS WHICH ARE A LIEN ON THE PREMISES SHALL BE PRORATED BETWEEN GRANTOR AND GRANTEE TO THE DATE OF CLOSING OF THIS TRANSACTION. FOR PRORATION PURPOSES, THE RATE AND VALUATION SHOWN ON THE LAST AVAILABLE TAX DUPLICATE SHALL BE USED, BUT EXCLUDING ANY HOMESTEAD EXEMPTION UNLESS PROPER APPLICATION HAS BEEN MADE AND APPROVED FOR THE CURRENT YEAR. GRANTOR WARRANTS THAT THERE ARE NO SPECIAL ASSESSMENTS LIEVED AGAINST THE PREMISES EXCEPT SUCH AS APPEAR ON THE LAST AVAILABLE TAX DUPLICATE.

THIS DEED IS DELIVERED AND ACCEPTED BY THE PARTIES WITH THE PREMISES IN ITS "AS IS/WHERE IS" CONDITION.

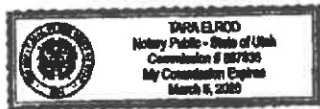
2018. GRANTOR HAS EXECUTED THIS DEED THIS 22 DAY OF June

CHURCHILL FARM, LLC
BY: Sarah Churchill Everett
SARAH CHURCHILL EVERETT,
AUTHORIZED MEMBER

(EXECUTION IN ACCORDANCE WITH CHAPTER 5301 OF THE REVISED CODE)

STATE OF Utah, COUNTY OF Salt Lake §:

THE FOREGOING DEED WAS ACKNOWLEDGED BEFORE ME BY SARAH CHURCHILL EVERETT, THE AUTHORIZED MEMBER OF CHURCHILL FARM, LLC, AN OHIO LIMITED LIABILITY COMPANY THIS 22nd DAY OF June, 2018.



Dora Elrod
NOTARY PUBLIC - STATE OF ~~OHIO~~ Utah

THIS INSTRUMENT PREPARED BY: DEREK A. YOUNKMAN, ESQUIRE - CORY MEREDITH WITTER & SMITH, LPA, 101 NORTH ELIZABETH STREET, 6TH FLOOR, Lima, Ohio 45801

Page 1 of 2

DESCRIPTION OF 25.000 ACRE TRACT

The following described tract is located in the northwest quarter of Section #12, Township #3 South, Range #6 East, American Township, Allen County, Ohio. Being part of Churchill Farm, LLC. tract as recorded in Deed Book 2017 at Page 6801 and being more accurately described as follows:

Beginning at a Monument box found at the northwest corner of Section #12, thence North $88^{\circ}06'31''$ East, along line north line of Section #12 and being the line between American Township and Sugar Creek Township, a distance of 1,345.00 feet to an iron pin set, passing an iron pin set for reference at a distance of 30.01 feet;

Thence South $00^{\circ}08'48''$ East, through the tract of which this description is a part, a distance of 810.04 feet to an iron pin set;

Thence South $88^{\circ}06'31''$ West, continuing through the tract of which this description is a part, a distance of 1,345.00 feet to the west line of Section #12 and in the centerline of North Cole Street (60' Wide), passing an iron pin set for reference at a distance of 1,314.99 feet;

Thence North $00^{\circ}08'48''$ West, along the west line of Section #12 and the centerline of North Cole Street, a distance of 810.04 feet to the point of beginning;

Containing 25.000 total acres and being part of Auditors Parcel 36-1200-02-001.000.

Being more particularly described and delineated on a 8 1/2" x 14" plat (drawing #17182A02) attached hereto and made a part hereof. This description is valid only if the plat is attached and recorded with the description as a complete document in its original form and not retyped or altered in anyway.

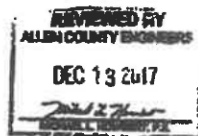
Subject to all easements and/or encumbrances.

All distances are grid distances.

All iron pin set are 5/8" rebar (30" long) with I.D. cap stamped "Dana Erline 7060."

Bearings are oriented to the Ohio State Plane Coordinate System, North Zone, NAD 1983.

The above description was prepared from an actual field survey completed in December of 2017 by Dana A. Erline, Ohio Professional Surveyor #7060.



Dana A. Erline
Dana A. Erline
Professional Surveyor #7060
State of Ohio
Date: 12/12/17



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Vacant Land ~ North Cole St., Lima, OH
Buyer(s): Bistrozzi, LLC
Seller(s): Neff Farms LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) LARRY VANDEMARK and real estate brokerage DakRidge Realty + Auction will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT DATE

BUYER/TENANT DATE

Neff Farms, Inc. by William Neff 7-3-2015
SELLER/LANDLORD DATE

SELLER/LANDLORD DATE



52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008

614.464.6400 | vorys.com

Founded 1909

Jill S. Tangeman
Direct Dial (614) 464-5608
Direct Fax (614) 464-5608
Email jstangeman@vorys.com

July 3, 2025

VIA OVERNIGHT COURIER

William Neff
11951 Zerkle Road
Lima, Ohio 45806

Larry Vandemark
Oakridge Realty & Auction, Co.
2550 W. Breese Road
Lima, Ohio 45806

Re: Notice of Exercise of Option to Purchase pursuant to Section 3 of that certain Option to Purchase Agreement by and between Neff Farms, Inc., an Ohio corporation ("***Seller***") and Port Authority of Allen County, a Port Authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("***PAAC***"), as assigned (the "***Agreement***").

Dear Messrs. Neff and Vandemark:

On or about July 3, 2025, PAAC approved the assignment of the Agreement to our client, BISTROZZI LLC, a Delaware limited liability company, as permitted by Section 21 of the Agreement, (the "***Assignment***"). Pursuant to the Assignment, BISTROZZI LLC now holds the option to purchase the Property subject to the Agreement. With this letter, BISTROZZI LLC exercises its option to purchase the Property, with the Closing of said purchase to take place on Monday, July 14, 2025.

Please do not hesitate to contact me, using the information provided above, should you have any questions.

VORYS

July 3, 2025
Page 2

Very truly yours,



Jill S. Tangeman

JST/jdn



**CHICAGO TITLE
COMPANY**

Chicago Title Insurance Company
2800 Corporate Exchange Drive, Suite 380
Columbus, OH 43231
Phone: (614)865-1562 Fax: (614)865-1565

Settlement Statement

Settlement Date: July 14, 2025
Disbursement Date: July 14, 2025
Order Number: GLW2401175A
Buyer: Bistrozzi, LLC
Seller: 1031 Federal Exchange, as Qualified Intermediary for Neff Farms Inc
Property: N Cole Street
 Lima, OH 45801
 APN/Parcel ID: 36-1200-02-001.000, 36-1200-02- 001.001, 36-0100-03-002.000

	Buyer		Seller	
	Debit	Credit	Debit	Credit
Total Consideration				
Purchase Price	8,524,236.00			8,524,236.00
Option Agreement Credit		5,000.00	5,000.00	
Closing Costs				
Commission to Oakridge Realty & Auction Co.			426,211.80	
Exchange Fee to Allen County, Ohio			1,200.00	
CAUV Recoupment PPN: 36-1200-02-001.001 and 36-1200-02-001.000 to Allen County, Ohio Auditor	36,426.04			
AG DISTRICT PENALTY to Allen County, Ohio Auditor	2,731.95			
CAUV Recoupment PPN: 36-0100-03-002.000 to Allen County, Ohio Auditor	6,551.18			
AG DISTRICT PENALTY to Allen County, Ohio Auditor	491.34			
Title and Escrow to Fidelity National Title				
Search & Exam	450.00			
Update Fee	150.00			
Closing Fees	750.00		750.00	
Commitment - Ohio	100.00			
ALTA 17-06 - Access and Entry	150.00			
Owner's Policy Premium Coverage: \$8,524,236.00 Version: ALTA Owner's Policy 2021 - OH (12/ 01/2022)	24,256.25			
ALTA 09.1-06 - Covenants, Conditions and Restrictions - Unimproved Land	682.00			
ALTA 17.2-06 - Utility Access	250.00			
ALTA 18.1-06 - Multiple Tax Parcel - Easements	50.00			
ALTA 19-06 - Contiguity - Multiple Parcels	50.00			
ALTA 25-06 - Same as Survey	150.00			
Survey (OP)	100.00			

Settlement Statement

	Buyer		Seller	
	Debit	Credit	Debit	Credit
Title and Escrow to Fidelity National Title (continued)				
OH 112.1 Dltm of Gnrl Excp fr MchLn-OP	2,425.63			
Transfer and Recording Charges				
Recording & Service Fees	400.00			
Conveyance Fees			25,574.21	
Prorations/Adjustments				
36-1200-02-001.000 - 2025 RE Taxes - Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ 3.425425 per day at \$1,250.28 01/01/25-07/13/25		664.53	664.53	
36-1200-02- 001.001 - 2025 RE Taxes Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ 18.061753 per day at \$6,592.54 01/01/25-07/13/25		3,503.98	3,503.98	
36-0100-03-002.000 - 2025 RE Taxes Based on 2024 amounts, Due and payable in 2026 Annually 194 days @ 3.202822 per day at \$1,169.03 01/01/25-07/13/25		621.35	621.35	
Subtotals	8,600,400.39	9,789.86	463,525.87	8,524,236.00
Balance Due FROM Buyer		8,590,610.53		
Balance Due TO Seller			8,060,710.13	
Totals	8,600,400.39	8,600,400.39	8,524,236.00	8,524,236.00

See signature page to follow

Settlement Statement

Purchaser/Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser/Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Fidelity National Title Insurance Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Fidelity National Title Insurance Company will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Fidelity National Title Insurance Company is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Fidelity National Title Insurance Company is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Fidelity National Title Insurance Company is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Fidelity National Title Insurance Company is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

The undersigned hereby authorizes Fidelity National Title Insurance Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

BUYER

Bistrozzi, LLC

BY: _____

SELLER

1031 Federal Exchange

BY: _____

Neff Farms Inc

BY: _____

Settlement Statement

Purchaser/Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser/Seller understands that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Fidelity National Title Insurance Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Fidelity National Title Insurance Company will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Fidelity National Title Insurance Company is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Fidelity National Title Insurance Company is not responsible for the payment of this tax and/or and penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Fidelity National Title Insurance Company is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Fidelity National Title Insurance Company is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

The undersigned hereby authorizes Fidelity National Title Insurance Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

BUYER

Bistrozzi, LLC

BY: _____

SELLER

Neff Farms Inc

BY: William Neff, President

Settlement Statement

Chicago Title Insurance Company

BY: _____
Caitlin Jacopin

LIMITED WARRANTY DEED

NEFF FARMS, INC., an Ohio corporation (“Grantor”), for valuable consideration paid, grants, with limited warranty covenants, to BISTROZZI LLC, a Delaware limited liability company (“Grantee”), whose tax mailing address is 2801 Centerville Road, 1st Floor, PMB 811, Wilmington, Delaware 19808, the following real property situated in the State of Ohio, County of Allen, and Township of American which is more particularly described on the exhibits, attached hereto and made a part hereof.

Parcel No.: 36-0100-03-002.000
Property Address: Cole Street, Lima, Ohio 45807
Prior Instrument Reference: OR 2018 Page 2723
Exhibit A

Parcel No.: 36-1200-02-001.001
Property Address: 4110 N. Cole Street, Lima, Ohio 45801
Prior Instrument: OR 2018 Page 2723 and OR 2018 Page 7339
Exhibits B and C

The foregoing conveyance is made subject to taxes and assessments not yet due and payable; easements, conditions and restrictions of record, if any; and legal highways and zoning ordinances.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this Limited Warranty Deed as of this 3rd day of ~~June~~ July, 2025.

GRANTOR:

NEFF FARMS, INC.,
an Ohio corporation

By: William Neff
Print Name: William Neff
Title: President

ACKNOWLEDGMENT CERTIFICATE

STATE OF OHIO)
) SS:
COUNTY OF ALLEN)

The foregoing instrument was acknowledged before me this 3rd day of ~~June~~ July, 2025, by William Neff, the President of Neff Farms Inc., an Ohio corporation, on behalf of the corporation.



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

[Signature]
NOTARY PUBLIC
(Name) _____

This instrument prepared by:
Jill S. Tangeman, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

EXHIBIT A

Legal Description for Parcel No. 36-0100-03-002.000

SITUATED IN THE TOWNSHIP OF SUGAR CREEK, ALLEN COUNTY, OHIO:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION ONE (1), TOWNSHIP THREE (3) SOUTH, RANGE SIX (6), EAST, SUGAR CREEK TOWNSHIP, ALLEN COUNTY, OHIO, EXCEPTING THEREFROM 2.92 ACRES OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE AT THE NORTHEAST CORNER OF SAID LAST DESCRIBED TRACT, THENCE WEST FIVE (5) CHAINS AND EIGHTY-FOUR (84) LINKS TO A STAKE; THENCE SOUTH FIVE (5) CHAINS; THENCE EAST FIVE (5) CHAINS AND EIGHTY-FOUR (84) LINKS; THENCE NORTH FIVE (5) CHAINS TO THE PLACE OF BEGINNING.

AND:

COMMENCING AT A POINT ON THE NORTH AND SOUTH HALF SECTION LINE IN SECTION ONE (1), TOWNSHIP THREE (3), SOUTH, RANGE SIX (6) EAST, SUGAR CREEK TOWNSHIP, ALLEN COUNTY, OHIO, EIGHTY (80) RODS NORTH OF THE SOUTH LINE OF SAID SECTION ONE (1); THENCE WEST TWENTY-FOUR (24) RODS; THENCE SOUTH TWENTY (20) RODS; THENCE EAST TWENTY-FOUR (24) RODS; THENCE NORTH TWENTY (20) RODS; TO THE PLACE OF BEGINNING, AND CONTAINING THREE (3) ACRES OF LAND, MORE OR LESS, SAME BEING THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION.

SUBJECT TO EASEMENTS OR RESTRICTIONS, IF ANY, OF RECORD OR IN USE ON SAID PREMISES.

Parcel No.: 36-0100-03-002.000

Property Address: Cole St., Lima, Ohio 45807

Prior Instrument: O.R. 2018, Page 2723

EXHIBIT B

Legal Description for 137.490 ac. Portion of Parcel No. 36-1200-02-001.001

Bockrath & Associates Engineering and Surveying, LLC
115 S. Fair Ave., Suite A - Ottawa, OH 45875
(419) 523-5789

137.490 ACRES

Situated as being part of the Northwest Quarter of Section 12, Township 3 South, Range 6 East, American Township, Allen County, Ohio, also being part of a tract of land as recorded in Official Record Volume 2017, Page 6801 (Tract One) and more particularly described as follows:

Beginning at a Monument box found marking the Southwest corner of the Northwest Quarter of Section 12 and the POINT OF BEGINNING;

Thence North 00°08'44" West along the West line of the Northwest Quarter of Section 12 (Cole Street) a distance of 1,827.48 feet to a point;

Thence North 88°06'35" East a distance of 1,345.00 feet to a 5/8 inch rebar with ID cap found and passing a 5/8 inch rebar with ID cap found at 30.01 feet;

Thence North 00°08'44" West a distance of 810.04 feet to a 5/8 inch rebar with ID cap found on the North line of the Northwest Quarter of Section 12;

Thence North 88°06'35" East along said North line a distance of 1,345.00 feet to a 5/8 inch rebar with ID cap set marking the Northeast corner of the Northwest Quarter of Section 12;

Thence South 00°18'18" West along the East line of the Northwest Quarter of Section 12 and the West line of a tract of land as recorded in Official Record Volume 2010, Page 15103 (Tract I) of the Allen County Deed Records a distance of 2,648.55 feet to a 5/8 inch rebar with ID cap found marking the Southeast corner of the Northwest Quarter of Section 12;

Thence South 88°19'52" West along the South line of the Northwest Quarter of Section 12, the North line of a 23.471 acre tract and a 32.511 acre tract of land as recorded in Official Record Volume 2017, Page 5969 (Exhibit C & D) and a tract of land as recorded in Deed Volume 673, Page 658 of the Allen County Deed Records a distance of 2,668.88 feet to the POINT OF BEGINNING, passing a 5/8 inch rebar with ID cap set at 2,638.87 feet, said tract containing 137.490 acres of land, more or less, of which 1.259 acres lies within the Cole Street right-of-way.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual field survey performed in February, 2018, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the West line of the Northwest Quarter of Section 12 (Cole Street) to be North 00°08'44" West and are for the purpose of angle determination only.



[Signature] 2-26-18
Registered Surveyor No. 8306
Gregory A. Bockrath
Bockrath & Associates
Engineering and Surveying, LLC

Parcel No. 36-1200-02-001.001
Property Address: 4110 N. Cole St., Lima, Ohio 45801
Prior Instrument: O.R. 2018, Page 2723

EXHIBIT C

Legal Description of 25.000 ac. Portion of Parcel No. 36-1200-02-001.001

The following described tract is located in the northwest quarter of Section #12, Township #3 South, Range #6 East, American Township, Allen County, Ohio. Being part of Churchill Farm, LLC. tract as recorded in Deed Book 2017 at Page 6801 and being more accurately described as follows:

Beginning at a Monument box found at the northwest corner of Section #12, thence North 88°06'31" East, along line north line of Section #12 and being the line between American Township and Sugar Creek Township, a distance of 1,345.00 feet to an iron pin set, passing an iron pin set for reference at a distance of 30.01 feet;

Thence South 00°08'48" East, through the tract of which this description is a part, a distance of 810.04 feet to an iron pin set;

Thence South 88°06'31" West, continuing through the tract of which this description is a part, a distance of 1,345.00 feet to the west line of Section #12 and in the centerline of North Cole Street (60' Wide), passing an iron pin set for reference at a distance of 1,314.99 feet;

Thence North 00°08'48" West, along the west line of Section #12 and the centerline of North Cole Street, a distance of 810.04 feet to the point of beginning;

Containing 25.000 total acres and being part of Auditors Parcel 36-1200-02-001.000.

Being more particularly described and delineated on a 8 1/2" x 14" plat (drawing #17105A02) attached hereto and made a part hereof. This description is valid only if the plat is attached and recorded with the description as a complete document in its original form and not retyped or altered in anyway.

Subject to all easements and/or encumbrances.

All distances are grid distances.

All iron pins set are 5/8" rebar (30" long) with LD. cap stamped "Dana Exline 7060."

Bearings are oriented to the Ohio State Plane Coordinate System, North Zone, NAD 1983.

The above description was prepared from an actual field survey completed in December of 2017 by Dana A. Exline, Ohio Professional Surveyor #7060.



Dana A. Exline
Dana A. Exline
Professional Surveyor #7060
State of Ohio
Date: 12/13/17

Parcel No. 36-1200-02-001.001
Property Address: 4110 N. Cole St., Lima, Ohio 45801
Prior Instrument: O.R. 2018, Page 7339

Oakridge Realty Brokerage Info

AUTHORIZATION FOR RELEASE OF PROCEEDS

Federal Expressed to my current address of:

Wire must be sent to an account in the name of the vested owner:

Oakridge Realty & Auction Company

Wire out to my Bank Account of:

Bank J.P. Morgan Chase Name: _____

Located

In: 2665 Ft. Amanda Road Lima, OH 45804

ABA 021000021 # _____

ACCOUNT 448375306 # _____

ACCT

NAME: Oakridge Realty & Auction Company

Dated this 3rd Day of July, 2025.

Phone: 567.712.0911

By: Kevin Miller dotloop verified
07/03/25 5:53 AM EDT
JRE-CCB-P12C-LHM

**ASSIGNMENT
OF
OPTION TO PURCHASE AGREEMENT**

THIS ASSIGNMENT OF OPTION TO PURCHASE AGREEMENT (this "Assignment") is entered into to be effective as of July ____, 2025 (the "Effective Date") by and between **PORT AUTHORITY OF ALLEN COUNTY**, a port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("Assignor") and **BISTROZZI LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, pursuant to that certain Option to Purchase Agreement dated effective as of June 21, 2023 (the "Option Agreement") by and between Neff Farms, Inc., an Ohio corporation (the "Seller"), as seller, and Assignor, as buyer, Assignor has an exclusive right and option to purchase that certain real property located in Allen County, Ohio, being Allen County Parcel Nos. 36-1200-02-001.000, 36-1200-02-001.001, and 36-100-03-002.000, consisting of approximately 81.03 acres, legally described on Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's rights in the Option Agreement pursuant to the terms of this Assignment;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Assignor hereby assigns and transfers, as of the Effective Date, all of its right, title and interest in, to and under the Option Agreement to Assignee. From and after the date hereof, Assignee assumes all of the rights, duties and obligations of Assignor hereinafter arising under the terms of the Option Agreement.

2. Indemnification: The Parties agree to the following indemnification obligations:

a. **Indemnity by Assignor**: Assignor covenants and agrees to indemnify, defend and hold harmless Assignee and its respective officers, directors, employees and agents, successors and assigns, from and against any and all losses, claims, liabilities, actions, demands, costs and expenses, including reasonable attorney and paralegal fees and expenses, suffered by Assignee, as a result of any breach of the obligations of Assignor arising on or before the Effective Date under or with respect to the Option Agreement.

b. **Indemnity by Assignee:** Assignee covenants and agrees to indemnify, defend and hold harmless Assignor and its respective officers, directors, employees and agents, successors and assigns, from and against any and all losses, claims, liabilities, actions, demands, costs and expenses, including reasonable attorney and paralegal fees and expenses, suffered by Assignor, as a result of any breach of the obligations of Assignee arising from and after the Effective Date under or with respect to the Option Agreement.

3. No Breach or Modification. Assignor represents and warrants that it has not breached, violated, or defaulted under any of the terms or provisions of the Option Agreement, and no event or condition exists that, with the giving of notice or the passage of time, or both, would constitute a breach, violation, or default by Assignor. The Option Agreement constitutes the entire agreement between Assignor and the Seller with respect to the Property, has not been amended, supplemented, or modified in any way, and no other agreements, rights, or obligations related to the Property exist that require assignment to Assignee.

4. Payments and Obligations. Assignor represents and warrants that all payments and obligations required under the Option Agreement, including, but not limited to the Initial Option Payment (as defined the Option Agreement), have been made or satisfied as of the Effective Date, and there are no outstanding amounts due to the Seller or any other party under the Option Agreement.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to its conflict of law principles.

6. Entire Agreement. This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understanding, whether written or oral. No amendment or modification to this Assignment shall be effective unless made in writing and signed by both parties.

7. Severability. If any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Assignment, which shall remain in full force and effect.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which together shall constitute but one Assignment. In addition, this Assignment may be executed in person or by electronic signature.

[Signature Page Follows]

Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

PORT AUTHORITY OF ALLEN COUNTY,

a port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio

By: Phil Buell
Name: Phil Buell
Title: PAAC Chairman

STATE OF OHIO
COUNTY OF ALLEN, SS:

The foregoing instrument was acknowledged before me this 3rd day of July, 2025, by Phil Buell, the Chairman of the Port Authority of Allen County, a port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio, on behalf of the port authority and body corporate and politic duly organized and validly existing under the laws of the State of Ohio.

[Signature]
Notary Public
Printed Name: _____
My Commission Expires: _____
(Seal)



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

ASSIGNEE:

BISTROZZI LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ___ day of July, 2025, by _____, the _____ of Bistrozzi LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A

(Legal Description)

SITUATED IN THE TOWNSHIP OF SUGAR CREEK, ALLEN COUNTY, OHIO:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION ONE (1), TOWNSHIP THREE (3) SOUTH, RANGE SIX (6), EAST, SUGAR CREEK TOWNSHIP, ALLEN COUNTY, OHIO, EXCEPTING THEREFROM 2.92 ACRES OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE AT THE NORTHEAST CORNER OF SAID LAST DESCRIBED TRACT, THENCE WEST FIVE (5) CHAINS AND EIGHTY-FOUR (84) LINKS TO A STAKE; THENCE SOUTH FIVE (5) CHAINS; THENCE EAST FIVE (5) CHAINS AND EIGHTY-FOUR (84) LINKS; THENCE NORTH FIVE (5) CHAINS TO THE PLACE OF BEGINNING.

AND:

COMMENCING AT A POINT ON THE NORTH AND SOUTH HALF SECTION LINE IN SECTION ONE (1), TOWNSHIP THREE (3), SOUTH, RANGE SIX (6) EAST, SUGAR CREEK TOWNSHIP, ALLEN COUNTY, OHIO, EIGHTY (80) RODS NORTH OF THE SOUTH LINE OF SAID SECTION ONE (1); THENCE WEST TWENTY-FOUR (24) RODS; THENCE SOUTH TWENTY (20) RODS; THENCE EAST TWENTY-FOUR (24) RODS; THENCE NORTH TWENTY (20) RODS; TO THE PLACE OF BEGINNING, AND CONTAINING THREE (3) ACRES OF LAND, MORE OR LESS, SAME BEING THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION.

SUBJECT TO EASEMENTS OR RESTRICTIONS, IF ANY, OF RECORD OR IN USE ON SAID PREMISES.

Bockrath & Associates Engineering and Surveying, LLC
115 S. Fair Ave., Suite A - Ottawa, OH 45675
(419) 523-5789

137.490 ACRES

Situated as being part of the Northwest Quarter of Section 12, Township 3 South, Range 6 East, American Township, Allen County, Ohio, also being part of a tract of land as recorded in Official Record Volume 2017, Page 6801 (Tract One) and more particularly described as follows:

Beginning at a Monument box found marking the Southwest corner of the Northwest Quarter of Section 12 and the POINT OF BEGINNING;

Thence North $00^{\circ}08'44''$ West along the West line of the Northwest Quarter of Section 12 (Cole Street) a distance of 1,827.48 feet to a point;

Thence North $88^{\circ}06'35''$ East a distance of 1,345.00 feet to a 5/8 inch rebar with ID cap found and passing a 5/8 inch rebar with ID cap found at 30.01 feet;

Thence North $00^{\circ}08'44''$ West a distance of 810.04 feet to a 5/8 inch rebar with ID cap found on the North line of the Northwest Quarter of Section 12;

Thence North $88^{\circ}06'35''$ East along said North line a distance of 1,345.00 feet to a 5/8 inch rebar with ID cap set marking the Northeast corner of the Northwest Quarter of Section 12;

Thence South $00^{\circ}18'18''$ West along the East line of the Northwest Quarter of Section 12 and the West line of a tract of land as recorded in Official Record Volume 2010, Page 15103 (Tract I) of the Allen County Deed Records a distance of 2,648.55 feet to a 5/8 inch rebar with ID cap found marking the Southeast corner of the Northwest Quarter of Section 12;

Thence South $88^{\circ}19'52''$ West along the South line of the Northwest Quarter of Section 12, the North line of a 23.471 acre tract and a 32.511 acre tract of land as recorded in Official Record Volume 2017, Page 5969 (Exhibit C & D) and a tract of land as recorded in Deed Volume 673, Page 658 of the Allen County Deed Records a distance of 2,668.88 feet to the POINT OF BEGINNING, passing a 5/8 inch rebar with ID cap set at 2,638.87 feet, said tract containing 137.490 acres of land, more or less, of which 1.259 acres lies within the Cole Street right-of-way.

Subject to all legal highways, easements, and restrictions of use whether apparent and/or of record and is from an actual field survey performed in February, 2018, under the supervision of Ohio Professional Surveyor Gregory A. Bockrath, Ohio Surveyor No. 8306.

Note: The bearings used in this description are on an assumed meridian assuming the West line of the Northwest Quarter of Section 12 (Cole Street) to be North $00^{\circ}08'44''$ West and are for the purpose of angle determination only.




Registered Surveyor No. 8306
Gregory A. Bockrath
Bockrath & Associates
Engineering and Surveying, LLC

The following described tract is located in the northwest quarter of Section #12, Township #3 South, Range #6 East, American Township, Allen County, Ohio. Being part of Churchill Farm, LLC. tract as recorded in Deed Book 2017 at Page 6801 and being more accurately described as follows:

Beginning at a Monument box found at the northwest corner of Section #12, thence North 88°06'31" East, along line north line of Section #12 and being the line between American Township and Sugar Creek Township, a distance of 1,345.00 feet to an iron pin set, passing an iron pin set for reference at a distance of 30.01 feet;

Thence South 00°08'48" East, through the tract of which this description is a part, a distance of 810.04 feet to an iron pin set;

Thence South 88°06'31" West, continuing through the tract of which this description is a part, a distance of 1,345.00 feet to the west line of Section #12 and in the centerline of North Cole Street (60' Wide), passing an iron pin set for reference at a distance of 1,314.99 feet;

Thence North 00°08'48" West, along the west line of Section #12 and the centerline of North Cole Street, a distance of 810.04 feet to the point of beginning;

Containing 25.000 total acres and being part of Auditors Parcel 36-1200-02-001.000.

Being more particularly described and delineated on a 8 1/4" x 14" plat (drawing #17105A02) attached hereto and made a part hereof. This description is valid only if the plat is attached and recorded with the description as a complete document in its original form and not retyped or altered in anyway.

Subject to all easements and/or encumbrances.


All distances are grid distances.

All iron pins set are 5/8" rebar (30" long) with I.D. cap stamped "Dana Exline 7060."

Bearings are oriented to the Ohio State Plane Coordinate System, North Zone, NAD 1983.

The above description was prepared from an actual field survey completed in December of 2017 by Dana A. Exline, Ohio Professional Surveyor #7060.




Dana A. Exline
Professional Surveyor #7060
State of Ohio
Date: 12/12/17



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	Date
-----------------	---------------	---------------	-------------------	------

Property located in _____ taxing district
 Name on tax duplicate _____ Tax duplicate year _____
 Acct. or permanent parcel no. _____ Map book _____ Page _____
 Description _____ Platted _____ Unplatted _____

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

Number
No. of Parcels
DTE Code No.
Neigh. Code
No. of Acres
Land Value
Bldg. Value
Total Value
0.00
DTE Use Only
DTE Use Only
DTE Use Only
Consideration
DTE Use Only Valid sale
1. Yes 2. No
Receipt Number

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

1. Grantor's name Neff Farms, Inc., an Ohio corporation Phone _____
 2. Grantee's name Bistrozzi LLC, a Delaware limited liability company Phone _____
 Grantee's address 2801 Centerville Rd., 1st Floor, PMB 811, Wilmington, Delaware 19808
 3. Address of property Cole Street, Lima, Ohio 45807 (36010003002000) & 4110 N. Cole Street, Lima, Ohio 45801
 4. Tax billing address 2801 Centerville Rd., 1st Floor, PMB 811, Wilmington, Delaware 19808
 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 _____
 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 _____
 7. a) New mortgage amount (if any).....\$ _____
 b) Balance assumed (if any).....\$ _____
 c) Cash (if any).....\$ _____
 d) Total consideration (add lines 7a, 7b and 7c).....\$ _____
 e) Portion, if any, of total consideration paid for items other than real property.....\$ _____
 f) Consideration for real property on which fee is to be paid (7d minus 7e).....\$ _____
 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 of grantee or representative Date

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

**OWNER'S GAP PACA
AFFIDAVIT AND INDEMNITY**

STATE OF OHIO

Order No.: GLW2401175A-CJ

COUNTY OF ALLEN

The undersigned, being duly sworn according to law, deposes and states:

1. The undersigned is the officer(s) of Neff Farms Inc which is the owner ("the Owner") of all that certain property described in Chicago Title Insurance Company's Commitment for Title Insurance No. GLW2401175A NCS _____ Local ("the Property").
2. That the undersigned officer(s) is authorized to execute this affidavit and has the ability to execute all instruments necessary to mortgage or convey the property pursuant to authority under the corporate by-laws or LLC operating agreement.
3. In the capacity of officer(s), I have personal familiarity with the management and operation of the property, including the existence of any tenancies, leases, parties in possession and other occupancies, and payment of taxes and assessments in connection herewith.
4. A complete list of all parties in possession ("tenants") of any portion of the property is attached hereto as Exhibit "A" and made a part hereof. There are no other tenancies, leases, parties in possession or other occupancies of the property. There are no rights of first refusal or options to purchase.
5. I know of no notice of any taxes and/or special assessments affecting the property other than those shown on the commitment and all real estate taxes are paid in full; further, there are no unpaid charges for taxes, water and/or sewer services or unpaid special assessments for items, such as improvements for sidewalks, curbs, gutters, sewers, etc., not shown as existing liens in the public records.
6. I know of no notice of any violation of any covenants, conditions or restrictions, if any, affecting the property.
7. There are no unpaid bills or claims for labor or services performed or materials furnished or delivered during the last twelve (12) months for alterations, repair, work, or new construction on the property, including but not limited to tenant work, except for:
 NONE
8. I know of no contract for the making of repairs or improvements on the property except as follows:
 NONE
9. No proceeding in bankruptcy has ever been instituted by or against the Owner or any partners of the partnership.
10. That (1) there are no outstanding unpaid sellers or suppliers protected by the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., ("PACA"), or the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., ("PASA"), or any similar state laws, (2) no notices of claim or notices of intent to preserve claim rights have been received by the Owner from PACA/PASA sellers or suppliers, and (3) there are no parties claiming to hold or assert rights, claims or interests under PACA/PASA against the Owner or against the Property. The Owner hereby indemnifies and holds harmless Chicago Title Insurance Company by reason of any inaccuracy of this statement.

OWNER'S GAP PACA AFFIDAVIT AND INDEMNITY

(continued)

11. That there are no defects, liens, encumbrances, adverse claims or other matters first appearing in the public records or attaching subsequent to the effective date of the above numbered Commitment of Title Insurance but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the above commitment. The Owner hereby indemnifies and holds harmless Chicago Title Insurance Company by reason of any inaccuracy of this statement.

This affidavit is given to induce Chicago Title Insurance Company to issue its policy or policies of title insurance with full knowledge that it will be relying upon the accuracy of same.

(Signature page attached hereto)

OWNER'S GAP PACA AFFIDAVIT AND INDEMNITY
(Signature Page to Owner's Gap PACA Affidavit and Indemnity)
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Neff Farms Inc

BY: William Neff, President 07-03-2025
Date

STATE OF OHIO

COUNTY OF ALLIANCE

Sworn to or affirmed and subscribed before me by William Neff, President
this 3rd day of July, 2025

(Official Seal)
My Commission Expires:



Notary Public



REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

EXHIBIT "A"

List Of Tenants

(if no tenants, list "none" below)

~~NONE~~

Phillips FARMS III, LLC - Ag lease

AUTHORIZATION FOR RELEASE OF PROCEEDS

_____ Federal Expressed to my current address of:

Wire must be sent to an account in the name of the vested owner:

_____ Wire out to my Bank Account of:

Bank Name: _____

Located In: _____

ABA # _____

ACCOUNT # _____

ACCT NAME: _____

Dated this ____ Day of _____, 2025.

Phone: _____

By: _____



CHICAGO TITLE COMPANY

CERTIFICATION OF NON-FOREIGN STATUS

Date: June 27, 2025

Escrow No.: GLW2401175A-CJ

Section 1445 of the Internal Revenue Code requires a transferee (buyer) of a U.S. Real Property interest to withhold fifteen percent (15%) of the gross sales price if the transferor (seller) is a foreign person or entity unless the transferee receives a certification of non-foreign status from the transferor (seller). The certification must be signed under penalties of perjury, stating the transferor is not a foreign person/entity and containing the transferor's name, address, and U.S. Taxpayer Identification Number.

Sellers who provide such a certification are exempt from withholding and the estimated tax cannot be collected from them unless the buyer or their agent have knowledge the certification is false.

Certification of Non-Foreign Status by Entity

The undersigned hereby certifies the following:

Neff Farms, Inc is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and Income Tax Regulations) or a disregarded entity as defined in §1.1445-2(b)(2)(iii);

The U.S. Employer Identification No. for this entity is: 34-1405131;

The office address is:

11951 Zerkle Rd
Lima OH 45806

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

Under penalties of perjury I declare I have completed 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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Neff Farms Inc

BY: William Neff, President 07-03-2025
Date



CHICAGO TITLE COMPANY

SUBSTITUTE FORM 1099-S

Proceeds from Real Estate Transactions as required by the Internal Revenue Service
You are required by law to provide Chicago Title Insurance Company with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Branch Address
Chicago Title Insurance Company
2800 Corporate Exchange Drive, Suite 380
Columbus, OH 43231
County Franklin

This is important tax information and is being furnished to the Internal Revenue Service, as required by section 1521 of the Tax Reform Act of 1986. If you are required to file a return, a negligence penalty or other sanction will be imposed if this income is taxable and the IRS determines that it has not been reported.

Escrow No.: GLW2401175A-CJ

Date of closing: July 14, 2025

PROPERTY ADDRESS OR LEGAL DESCRIPTION

N Cole Street, Lima OH 45801

Assessor's Parcel Number (APN) - 36-1200-02-001.000, 36-1200-02- 001.001 and 36-0100-03-002.000

PROCEEDS FOR THIS SALE WENT TO: (MULTIPLE SELLERS - Use one form for each seller. Treat a couple that files a joint tax return as one seller unless requested otherwise, then separate forms must be used.)

- NEFF FARMS INC.
Sellers Name (First, MI, Last or Entity Name)
- _____
Spouse or Personal Representative

34-1405131

Federal Tax ID# for this seller
(List only the Tax ID# for the seller listed on Line 1, spouse Tax ID# not required. Executor/Trustee should not list their name as the seller unless they are going to report the proceeds on their personal income tax return. Disregarded entities should provide the name and Tax ID# of the responsible person/entity.)

TOTAL CONSIDERATION

\$ 8,524,236 Total Consideration
100% % Percentage of ownership for this seller
\$ 8,524,236 GROSS Allocated Proceeds
(Total consideration multiplied by percentage of ownership)

Exchange (If checked)

\$ _____ Tax Credit to Seller (Real property tax credits to seller contained in the 400 series of the HUD-1 or comparable closing statement form).

MAILING ADDRESS AFTER CLOSE:

11951 Zerkle Rd
Lima OH 45806

- Check here if the address is outside of the U.S.A.
- Check here if you are a foreign person per IRS regulations (nonresident alien, foreign partnership, foreign estate, or foreign trust). Do not sign below.

Under penalties of perjury, I certify that I am a U.S. person or U.S. resident alien and the number shown on this statement is my correct taxpayer identification number.

William Neff, President
Transferor's Signature

7-3-2025
Date

Spouse _____

Date _____

Retain for 4 years

Statement of Conveyance of Current Agricultural Use Valuation Property

To be attached to conveyance fee forms DTE 100 and 100(EX).

Grantor's name Neff Farms, Inc., an Ohio corporation

Grantor's address 11951 Zerkle Rd., Lima, Ohio 45806

Grantee's name Bistrozzi LLC, a Delaware limited liability company

Grantee's address 2801 Centerville Rd., 1st Floor, PMB 811, Wilmington, Delaware 19808

Taxing district Eilda L.S.D. Parcel or account number 36-1200-02-001.001 & 36-0100-03-002.000

The grantor of the property referred to above states that the property has qualified for the current agricultural use valuation exemption under Ohio Revised Code section 5713.31 for the preceding or the current tax year. The grantee has been made aware prior to the closing that if the property does not continue to so qualify, either for the current or for the succeeding tax year, it will be subject to a recoupment charge equal to the tax savings as described in R.C. sections 5713.30 and 5713.34. Furthermore, the grantor and the grantee have considered and accounted for the total estimated amount of such recoupment, if any, to the satisfaction of both the grantee and the grantor.

William Neff, President
Signature of grantor or representative

Sworn to or affirmed in my presence,



This 3rd day of June July 2025.

REX H. HUFFMAN, Attorney-at-Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

[Signature]
Notary public

Endorsement by the County Auditor

Upon presentation of this instrument, the county auditor shall endorse it, forward it to the grantee or his representative, and provide a copy of the endorsed instrument to the grantor or his representative, evidencing delivery to the county auditor.

County auditor

Date

OAKRIDGE REALTY & AUCTION CO.

2550 W. BREESE ROAD, LIMA, OHIO 45806

Date: 7/14/2025

BILL TO

Neff Farms Inc

FOR

Brokerage Fee

ITEM DESCRIPTION	AMOUNT
Brokerage Fee 5% of selling price for 202.56 acres of land	\$426,211.80
Selling price: \$8,524,236.00	
TOTAL COST	\$426,211.80

Subtotal **\$426,211.80**

Additional costs

Make check payable to Oakridge Realty & Auction Co.

Brokerage Fee to be Wired to Oakridge Realty and Auction Co.
Larry Vandemark, ph: 419-234-1508, email: larryvandemark71@gmail.com

THANK YOU FOR YOUR BUSINESS!

REAL ESTATE SALE AND PURCHASE CONTRACT

This Real Estate Sale and Purchase Contract ("Contract") is made this 6th day of October, 2025 (or the last day in which this Agreement is executed), by and between **JAMES W. NEIGHBORS AND SUZANNE M. NEIGHBORS**, husband and wife, their heirs, successors and assigns ("Seller") and **PORT AUTHORITY OF ALLEN COUNTY**, a body corporate and politic duly organized and validly existing under the laws of the State of Ohio, its successors and assigns ("Buyer"). Seller and Buyer may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

AGREEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property, as hereinafter described, pursuant to and in accordance with the terms and conditions contained herein.

1. THE PROPERTY.

The property which is the subject of this Contract includes the Land and the Improvements ("Property") described as follows:

A. Land. All of the land described as Allen County Auditor's Tax Parcels 36-1200-03-015.000 containing 5.0 acres, more or less, and as more particularly described on Exhibit A, attached hereto, together with all easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, inuring to the benefit of such land, including, without limitation, all abutter's rights and title to all land underlying roadways adjacent to such land, and all mineral and other subsurface rights (the "Land"); and

B. Improvements. All buildings, improvements, and fixtures, situated on the Land, if any (the "Improvements").

2. PURCHASE PRICE.

The purchase price for the Property ("Purchase Price") shall be Six Hundred Thousand Dollars (\$600,000.00), payable as follows:

A. Initial Deposit. Within three (3) business days of the date on which the Seller and Buyer both shall have executed this Contract ("Effective Date"), Buyer shall deposit in escrow with Robert H. Meyer, IV, Attorney at Law ("Escrow Agent") the sum of Five Thousand Dollars (\$5,000.00) ("Initial Deposit").

B. In addition, the Seller has the absolute right to remove any and all buildings, trees, and personal property from the Property prior to vacating the premises or Closing, whichever shall occur later.

C. Balance. On the Closing Date, provided that Seller has performed their obligations under this Contract and this Contract has not been terminated, Buyer will pay the Escrow Agent the Purchase Price, less any deposit made, together with any credit or debit as determined by the Title Agent in the allocation of any fee or proration provided herein.

3. INSPECTION PERIOD.

Buyer and its agents, employees, contractors, and assigns, shall have the right, but shall have no obligation to enter the Property following the Effective Date and prior to Closing to perform an investigation and/or inspection of the Property, including but not limited to, a study of the condition of the building, a study of curb cuts and access to highways, requirements for building and occupancy permits, sign approval requirements, setback requirements, encroachments, market or economic conditions, engineering factors, geotechnical studies, inspection of zoning, subdividing, or other restrictions affecting the Property, availability of utilities, including electricity, gas, water and waste water treatment lines and conduits, inspection of soil and subsoil conditions, wetland surveys, and such other tests and inspections which may be deemed necessary or advisable by Buyer. Buyer and Seller shall execute the Right of Entry Agreement attached hereto as Exhibit B simultaneously with the execution of this Agreement. Seller agrees to reasonably cooperate with Buyer in connection, but at Buyer's sole cost and expense, with its investigation and/or study, and agrees to execute such applications and requests as may be reasonably required to obtain the permits, approvals and determinations contemplated by this Contract, provided, however, that Seller shall not be required to execute or deliver any document or instrument which would result in a change of zoning, subdivision, or other permanent change relating to the Property that would take effect prior to Closing. Buyer shall indemnify and hold Seller harmless from any liabilities, claims, demands, actions, losses or damages resulting from any actions of Buyer or Buyer's agents on the Property prior to the Closing.

Buyer may elect at its sole option, for any reason Buyer may determine, to terminate this Contract at any time, within ninety (90) days after the Effective Date (the "Inspection Period") by sending written notice of such termination to Seller, in which event this Contract shall be terminated and the Initial Deposit shall be returned to the Buyer, and neither Seller or Buyer shall have any further obligations under this Contract.

Buyer shall have the right to extend the Inspection Period for a period of an additional thirty (30) days (the "Extended Inspection Period") by sending written notice to Seller during the Inspection Period and depositing with Escrow Agent an additional \$10,000.00 (the "Additional Deposit"), which shall be nonrefundable, together with the Initial Deposit, if this Contract is, for any reason, terminated or expires. If Buyer elects to terminate this Contract within the Extended Inspection Period by sending written notice of such termination to Seller this Contract shall be terminated, the Initial Deposit shall be returned to the Buyer, the Additional Deposit will be retained by Seller, and neither Seller or Buyer shall have any further obligations under this Contract.

Both the Initial Deposit and the Additional Deposit shall be applied to the Purchase Price at Closing.

In the event Buyer provides notice to Seller of Buyer's dissatisfaction with the results of the Title, Survey, or Environmental Report, as described below, during the Inspection Period or the Extended Inspection Period and the period for Seller's response falls outside out the Inspection Period or the Extended Inspection Period then either the Inspection Period or the Extended Inspection Period whichever is applicable, shall be automatically extended for a period of fourteen (14) days after Seller's response is due.

4. TITLE.

Buyer shall order from Chicago Title Insurance Company, 35 W. Wacker Drive, Chicago, Illinois 60601 Attention: Becky Voss ("Title Company") a title insurance commitment naming Buyer as the proposed insured and committing to insure for the amount of the Purchase Price, Buyer's fee simple title to the Land and Improvements and stating all exceptions and conditions to such title, including, without limitation all easements, restrictions, covenants, reservations, and other encumbrances affecting title (collectively, the "Exceptions").

The Title Company will provide, together with the commitment, copies of the Exceptions (collectively, the "Commitment"). Buyer shall have until the termination of the Inspection Period or the Extended Inspection Period, to examine the Commitment. It is a condition of Buyer's obligation to close and pay to Seller the Purchase Price that title to the Property is (i) marketable and insurable subject to Exceptions that do not affect title and other Exceptions that do affect title but are acceptable to Buyer ("Permitted Exceptions") and (ii) not subject to prior claims of third parties. If title is found to be objectionable to Buyer consistent with the foregoing, Buyer shall notify Seller in writing before the expiration of the Inspection Period or the Extended Inspection Period as to those matters to which it objects ("Buyer's Title Objection Notice").

If Buyer timely sends to Seller Buyer's Title Objection Notice, Seller shall have ten (10) days after the date of receipt of such Buyer's Title Objection Notice to notify Buyer in writing whether Seller is willing or able, in its reasonable judgment, to cure the objections ("Seller's Title Objection Response").

If Seller states in Seller's Title Objection Response that it is unable or unwilling to cure such objections before the Closing, the Buyer shall have fourteen (14) days after the date of receipt of the Seller's Title Objection Response, to elect by written notice to Seller whether to (i) waive the unsatisfied objections and complete the Purchase of the Property subject to title defects, or (ii) terminate this Contract and cause the Initial Deposit to be refunded to Buyer and the Additional Deposit to be retained by Seller.

If Seller states in Seller's Title Objection Response that Seller is willing to cure the objections stated in Buyer's Title Objection Notice, the Seller shall use reasonable efforts to cure such objections within a reasonable time. If Seller is willing to cure any objection, the Inspection Period or Extended Inspection Period shall be extended until said objection is cured. If Seller fails

to so cure such objections, then Buyer may, at its sole option either (i) waive its objections and proceed to Closing subject to the defect, or (ii) terminate this Contract and cause the Initial Deposit to be refunded to Buyer and the Additional Deposit to be retained by Seller.

5. SURVEY.

Buyer shall be permitted, but is not required, to order a survey of the Land and the Improvements (the "Survey") showing a metes and bounds legal description ("Legal Descriptions"). Buyer shall have until the expiration of the Inspection Period or Extended Inspection Period, to review the Survey and to deliver written objections to the items disclosed in such Survey ("Buyer's Survey Objection Notice").

If Buyer does not deliver Buyer's Survey Objection Notice on or before the termination of the Inspection Period or Extended Inspection Period, Buyer shall be deemed to have waived any objections to the Survey.

If Buyer timely sends Buyer's Survey Objection Notice, Seller shall have ten (10) days after receipt of such Buyer's Survey Objection Notice to notify Buyer in writing whether Seller is willing, in its reasonable judgment, and/or able to cure the objections before the end of the Inspection Period ("Seller's Survey Objection Response").

If Seller states in Seller's Survey Objection Response this it is unable or unwilling to cure such objections before the Closing, the Buyer shall have fourteen (14) days from the receipt of Seller's Survey Objection Response to elect whether to (i) waive the unsatisfied objections and complete the purchase of the Property subject to survey defects, or (ii) terminate this Contract and cause the Initial Deposit to be refunded to Buyer.

If Seller states in Seller's Survey Objection Response that Seller is willing to cure the objections stated in Buyer's Survey Objection Notice, then Seller shall use its best efforts to cure such objections within a reasonable time. If Seller is willing to cure any objection, the Inspection Period or Extended Inspection Period shall be extended until said objection is cured.

If Seller fails to cure such objections, then Buyer may, at its sole option either (i) waive its objections and proceed to Closing subject to the defect, or (ii) terminate this Contract and cause the Initial Deposit to be refunded to Buyer and the Additional Deposit to be retained by Seller.

6. ENVIRONMENTAL REPORT.

Buyer, or Buyer's agents, shall have the right to perform, at Buyer's sole cost and expense, environmental assessment of the Property for the purpose of identifying the release or presence of any hazardous materials in, on, at or under the Property or the violation of applicable Environmental Laws, as hereinafter defined, (hereinafter "Buyer's Environmental Assessment"). Buyer's Environmental Assessment may include, without limitation, invasive soil and groundwater testing through subsurface borings or temporary ground water monitoring wells as necessary and prudent in Buyer's sole discretion. Buyer shall be solely responsible for any and all damage occurring on or to the Property as a result of Buyer's Environmental Assessment.

Buyer shall provide to Seller complete copies of the results of Buyer's Environmental Assessment. The results of Buyer's Environmental Assessment shall otherwise be confidential and shall only be disclosed as required by law or governmental regulation, court order, or in solicitation of an Assignee.

Buyer's obligation to close hereunder shall be conditioned on Buyer's complete satisfaction, in Buyer's sole discretion, with the performance and results of Buyer's Environmental Assessment, and Buyer may terminate this Agreement based on the results of Buyer's Environmental Assessment by notice in writing to Seller within the Inspection Period or Extended Inspection Period. In lieu of termination, Buyer may request that Seller take specific measures to cure any deficiencies identified in Buyer's Environmental Assessment by notice in writing to Seller within, and Seller may grant or deny such request in its sole discretion.

Within ten (10) days after receiving notice of Buyer's dissatisfaction with the results of Buyer's Environmental Assessment, Seller shall notify Buyer of its intention to take the specific measures requested by Buyer to cure the deficiencies identified in Buyer's Environmental Assessment or that it is unwilling to take the specific measures requested by Buyer.

If Seller is willing to cure any of the deficiencies identified, the Inspection Period or Extended Inspection Period shall be extended until said deficiencies are cured. If Buyer does not receive notice of Seller's intention to cure the identified deficiencies within ten (10) days or Seller indicates its unwillingness to take the specific measures requested by Buyer, this Agreement will terminate and the Initial Deposit shall be returned to Buyer and the Additional Deposit shall be retained by Seller.

7. CLOSING

Provided that Buyer has not terminated this Contract in accordance with its terms, the purchase and sale of the Property (the "Closing") shall be at a mutually acceptable location on the earlier of either (i) ten (10) days after the date on which Seller receives from Buyer written notice that it has completed its inspection of the Property and is prepared to proceed to Closing or (ii) thirty (30) days after the end of the Inspection Period or the Extended Inspection Period, as applicable, (the "Closing Date").

On the Closing Date and at the Closing, Seller shall deliver or cause to be delivered to Buyer the following (all documents being duly executed and acknowledged where required):

- (1) Warranty Deed – A warranty deed in a form reasonably acceptable to Buyer, conveying all of Seller's rights, title, and interest in and to the Land and Improvements to Buyer.
- (2) Evidence of Authority – Evidence that the sale of the Property by Seller to Buyer has been authorized by all necessary action (i.e. board of directors, shareholders, partners, etc.) and evidence of the authority of the person or persons executing documents on behalf of Seller, if title is other than an individual or husband and wife;

- (3) Nonforeign Affidavit – An affidavit executed by Seller confirming that Seller is not a “foreign person”;
- (4) Additional Documents – A closing statement and such additional documents as Buyer or Title Company may reasonably request to convey the Property to Buyer and to issue the Title Policy; and
- (5) Possession of the Property, subject to the following provision. Sellers shall be entitled to continue to reside and occupy the Property as a residential dwelling up and until Buyer supplies to the Sellers a valid 30 day notice to vacate Property, at which point, Sellers shall vacate the Property before the expiration of the notice. Sellers shall not be required to pay any rent or additional consideration for this right. Further, Sellers shall allow any and all activity necessary for the continued use of the Buyer to take place provided it does not interfere with the quiet enjoyment of the Property by Sellers. During Seller’s occupation of the Property, Seller shall be responsible for all taxes; costs of maintenance and repair; costs of insurance; and all utility charges. Seller shall assume the risk of, be responsible for, and shall have the obligation to insure against, and indemnify Buyer and hold Buyer harmless from any and all liability for any loss, damage or injury to person or property occurring in, on or about the Property during its possession, except for any acts of Buyer or its agents, successors, and assigns on subject premises
- (6) The Parties shall execute a written month to month contingent lease agreement with these same terms as outlined in paragraph (5) above, that shall be binding on all parties, their heirs, successors and assigns. The Parties specifically have in mind the fact that a successor in interest is anticipated to acquire Buyer’s interest shortly after Closing Date. That month to month contingent lease agreement shall succeed this agreement.

On the Closing Date and at the Closing, Buyer shall deliver or cause to be delivered to Seller the following (all documents will be duly executed and acknowledged where required):

- (1) The Purchase Price;
- (2) An Owner’s Policy of title insurance (the “Title Policy”) issued by the Title Company in the full amount of the Purchase Price, dated as of the Closing, subject to no exceptions other than the Permitted Exceptions; and
- (3) Additional Documents – A closing statement and such additional documents as Seller or Title Company may reasonably request to complete the sale of the Property by Seller to Buyer and to issue the Title Policy.

8. CONDEMNATION/CASUALTY.

In the event of actual or threatened condemnation or damage to or destruction of all or a substantial part of the Property prior to the Closing Date, Seller shall inform Buyer immediately, and Buyer may, at its option, either terminate this Contract by written notice to Seller within fifteen

(15) days after Buyer receives Seller's notice or to continue to proceed to the Closing as if such condemnation or casualty had not been threatened or had not occurred and may defend any condemnation action, and any proceeds of insurance or any payment for condemnation or transfer in lieu thereof shall become the property of Buyer and the Purchase Price shall not be reduced on account of the casualty or condemnation. Seller shall bear the risk of casualty or other loss of or to the Property until Closing.

9. BUYER AND SELLER WARRANTIES

Seller's Warranties. Between the Effective Date and the Closing Date, and after Closing, if applicable, Seller expressly covenants and agrees as follows:

- (1) Seller shall not commit waste on the Property and shall keep it in its present condition.
- (2) Seller shall comply with all federal, state and municipal laws, ordinances, regulations and orders relating to the Property, including, without limitation, all applicable Environmental Laws.
- (3) Seller shall comply with all the terms, conditions and provisions of all the liens, deeds or trust, agreements and other contractual arrangements which affect the Property and make all payments due thereunder and suffer no default therein.
- (4) Seller shall allow Buyer, and its authorized representatives and agents, full access to the Property at reasonable times, subject to the Access Agreement negotiated between the Parties.
- (5) There shall hereafter be placed no mortgage or lien encumbering the Property, except for any mortgage, lien, or encumbrance that will be removed as of the Closing Date.
- (6) Seller shall give to Buyer immediate written notice of the institution of or receipt of notice of any litigation affecting the Seller or the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property.
- (7) Seller shall, at Seller's sole expense, promptly cure and cause to be dismissed of record any violation of any provision of any applicable building code, fire regulation, municipal ordinance, order or other governmental or quasi governmental requirements affecting the Property.
- (8) Seller shall pay all claims for bills outstanding at the Closing or received thereafter for labor done and/or service rendered and/or material supplied to the Property prior to the Closing, and shall indemnify and hold Buyer harmless from and against any liability for such.

- (9) Seller shall continue to perform its obligations under any leases, including the Leases, and shall not enter into any new lease agreements or renewals affecting the Property without Buyer's prior written consent.
- (10) Seller will inform Buyer in writing of any material adverse change in the condition of the Property which occurs at any time prior to the Closing Date.

Except as expressly set forth herein, Buyer agrees and acknowledges Seller makes no representation or warranty, express or implied or arising by operation of law with respect to any matter concerning the Property, including, (i) habitability, merchantability, or suitability or fitness of the Property for a particular purpose or use, (ii) the nature, condition, location, or boundaries of the Property, (iii) the environmental condition of the Property (iv) compliance with any laws, regulations, codes, or the like (including, without limitation, environmental laws) prior to the Effective Date, (v) nature and extent of access to rights-of-way or utilities, availability of permits to access rights-of-way or utilities on the Property; rights-of-way, leases, encumbrances, licenses, reservations, conditions or other similar matters. Except as otherwise set forth herein, sale of the Property is made on an "as is, where is" and "with all faults" basis, and any and all warranties and covenants arising under state law do not apply to this transaction. By Closing the transaction, Buyer acknowledges that Buyer has relied only upon Buyer's own inspections as to the condition of the Property, or its own decision not to inspect any matter, and not any representations or warranties from Seller. This provision shall survive Closing.

Buyer's Representations and Warranties. As of the Effective Date and again as of the Closing Date in the event this Agreement is not terminated in accordance with the terms hereof, Buyer represents, warrants and covenants with Seller as follows:

- (1) Buyer is a body corporate and politic duly organized and validly existing under the laws of the State of Ohio.
- (2) Buyer has the lawful right, power, and authority and the financial capacity to enter into and deliver this Agreement and the other documents required to be executed and delivered by Buyer and to perform its obligations hereunder and thereunder.
- (3) Buyer is solvent and generally capable of performing its financial obligations.
- (4) There are no actions, suits, or proceedings pending or to Buyer's knowledge threatened against, by or affecting Buyer that question the validity or enforceability of this Agreement or any action taken by Buyer under this Agreement, in any court or before any governmental authority, domestic or foreign.
- (5) The execution and delivery of this Agreement and the other documents required to be executed and delivered by Buyer and the performance by Buyer of Buyer's duties and obligations under this Agreement and the other documents required to be executed and delivered by Buyer are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement, or other instrument to which Buyer

is a party, any judicial order or judgment of any nature by which Buyer is bound, or the organizational documents of Buyer.

- (6) On the Closing Date, all action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed and delivered by Buyer on the Closing Date pursuant to the terms of this Agreement, and the performance by Buyer of Buyer's duties and obligations under this Agreement and all other acts necessary and appropriate for the consummation of the purchase of the Property as contemplated by and provided for in this Agreement.
- (7) Buyer hereby acknowledges, agrees, represents, and warrants that Buyer will have had, upon completion of the Inspection Period or the Extended Inspection Period, as applicable, the opportunity to fully inspect the Property and that Buyer is purchasing the Property "as is", "where is", "with all faults" and in their present condition, subject to all use, wear and tear between the Effective Date and the Closing Date. Buyer hereby acknowledges and agrees that Closing the transaction shall constitute a complete release and waiver of any and all claims, known or unknown, that Buyer has or may have related to the Property, including, without limitation, the condition of the Property. In addition, following Closing, Buyer agrees to indemnify, hold harmless, and defend Seller against claims related to the Property.

10 ALLOCATION OF COSTS.

Seller shall pay the costs of its own attorneys' fees, the cost of any deed preparation, conveyance fee, real estate taxes prorated through the date of closing, any CAUV recoupment of taxes, if any.

Buyer and Seller agree that Signature Associates is the sole and exclusive broker ("Broker") involved in this transaction and that Buyer shall pay Broker a commission under a separate agreement. No dealings by Seller with any Broker have been made and no Broker has been involved in this transaction in any manner and no Broker agreement has been or will be signed; Seller shall not pay any of any Broker and or realtor commission, whether the same is paid or not.

Buyer shall pay for their own attorney fees, title commitment, the Survey, cost of any other report, study, or investigation performed during the Inspection Period, any policy premium or endorsement required by Buyer's lender, if any, the cost of recording documents necessary for Closing, and the Title Agent's customary closing fees as well as any and all premiums on the Owner's Policy of Title Insurance which shall be purchased at the sole option of the Buyer. In addition, any other costs, fees, or expenses not expressly identified as Seller's full or partial expense shall be paid by Buyer.

11. PRORATIONS

The following will be prorated on the Closing Date as of 12:00 midnight on the day preceding the Closing Date and the Purchase Price will be adjusted on the following basis:

- (1) Receipts. All rents and other sums receivable from tenants of the Property earned and attributable to prior to the Closing Date will be paid to Seller, and if earned and attributable to after the Closing Date will be paid to Buyer.
- (2) Utility Deposits. Seller will retain any refundable deposits or bonds held by any utility, governmental agency, or service contractor with respect to the Property.
- (3) Property Taxes. All real and personal property ad valorem taxes, special assessments, and installment payments for special assessments, if any, shall be prorated to the Closing Date according to the lien method.
- (4) Utility Charges. All utility charges will be prorated. Seller shall disconnect service to any utility provider at midnight on the Closing Date provided that the Sellers are vacating the Property on the Closing Date. If Sellers shall remain on the Property, then the utility charges will be disconnected at midnight on the date of move out from the Property. At that time, Buyer shall contact the appropriate utility providers in order to establish service in its name.
- (5) Insurance. Seller will terminate all existing insurance policies on the Closing Date and Buyer will be responsible for placing all insurance coverage desired by Buyer. Any prepaid insurance premiums will be retained by Seller.

12. DEFAULT AND REMEDIES

If Seller fails to perform any of its obligations under this Contract, Buyer may, its option either: (i) grant to Seller in writing such additional time to complete such performance as Buyer desires, in its sole discretion; (ii) demand specific performance by written notice to Seller; or (iii) terminate this Contract by written notice to Seller, whereupon Escrow Agent shall refund the Initial Deposit to Buyer and the Additional Deposit shall be retained by Seller.

If Seller has fully performed its obligations and Buyer fails to pay the Purchase Price to Seller at Closing, then Seller may terminate this Contract by written notice to Buyer, whereupon Escrow Agent shall pay the Initial Deposit and any Additional Deposit to Seller as liquidated damages.

In the event of a dispute between Seller and Buyer or upon the default by either under this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred in preparation for or at trial, on appeal, or in bankruptcy.

13. MISCELLANEOUS.

A. Time. Time is of the essence of this Contract.

B. Notices. All notices, requests, demands, and other communications required or permitted to be given under this Contract shall be in writing and sent to the address(es) or telecopy number(s) set forth below. Each communication shall be deemed duly given and received: (i) as of the date and time the same is personally delivered with a receipted copy; (ii) if delivered by U.S. Mail, three (3) days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested; or (iii) if given by nationally recognized or reputable overnight delivery service, on the next day after receipted deposit with same.

If to Seller: James W. Neighbors
Suzanne M. Neighbors
1108 W. Bluelick Rd.
Lima, OH 45801

Copy to: Robert H. Meyer, IV, Attorney at Law
121 W. High Street, Suite 602
Lima, Ohio 45801
419/228-1064
Email: meyerlawlima@gmail.com

If to Buyer: Phil Buell, Chairperson
PORT AUTHORITY OF ALLEN COUNTY
144 S. Main Street, Suite 200
Lima, OH 45801

Copy to: Rex H. Huffman, General Counsel
Spitler Huffman, LLP
932 Dixie Hwy
Rossford, OH 43460

C. Entire Agreement. This Contract constitutes the entire agreement between Buyer and Seller regarding the purchase and sale of the Property. This Contract supersedes, in all respects, all prior written or oral agreements and understandings, if any.

D. Binding Effect. This Contract shall bind and benefit the parties hereto and their respective successors and assigns.

E. Severability. If any clause or provision of this Contract is illegal, invalid, or unenforceable under any present or future law, the remainder of this Contract will not be affected thereby.

F. Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original, but all of which will constitute one and the same Contract.

G. Assignment. Seller may not assign or delegate its duties or obligations under this Contract without the prior written consent of Buyer. Buyer may assign this Contract and all rights thereunder to any entity and shall be relieved of any future liability under this Contract.

H. Amendments. This Contract may not be amended or modified except in a writing executed by Buyer and Seller.

I. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws rules.

J. Headings. The headings and subdivisions used in this Contract are for ease of reference only and are not intended and should not be interpreted to affect the interpretations of this Contract in any way.

K. Construction. Seller and Buyer acknowledge that each has reviewed and revised this Contract and consulted its own attorney(s) regarding same and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Contract or any amendments, exhibits, or schedules hereto.

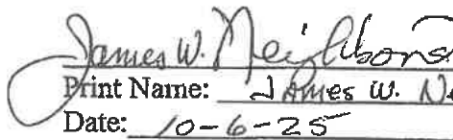
L. Confidentiality. Both Parties shall hold in strict confidence the terms of this Contract and the identification of both Parties. Each Party may only disclose the terms of this Contract to said Party's legal counsel and accountants if necessary to advise said Party in connection with the sale of the Property to Buyer and shall cause such counsel and accountants to, in turn, keep such terms and the identity of both Parties confidential.

1
IN WITNESS WHEREOF, Seller and Buyer have executed this Contract as of the date indicated below.

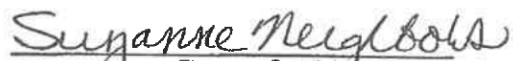
Signed, sealed and delivered in
the presence of:

SELLER:

JAMES W. NEIGHBORS



Print Name: James W. Neighbors
Date: 10-6-25

SUZANNE M. NEIGHBORS


Print Name: SUZANNE NEIGHBORS
10/6/25

Date: _____

BUYER:
PORT AUTHORITY OF ALLEN COUNTY



Print Name: Drew Fields
Date: 10/22/2025

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT "B"

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is entered into by and between PORT AUTHORITY OF ALLEN COUNTY, its successors and assigns (hereinafter referred to as the "Licensee") and JAMES W. NEIGHBORS and SUZANNE M. NEIGHBORS, its heirs, successors and assigns (hereinafter referred to as "Licensor") on this 6th day of October, 2025 (the "Effective Date").

WHEREAS Licensor is the owner of approximately +/- 5.0 acres, and as more particularly described on Exhibit A (hereinafter the "Property"); and

WHEREAS Licensee has requested the right to enter upon the Property and conduct such tests and investigations as are necessary for Licensee to determine if the Property is suitable for its purposes and therefore appropriate for acquisition;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Licensee and Licensor agree as follows:

1. Grant and Term. Licensor hereby grants to Licensee a revocable, exclusive license for itself and its agents, employees, contractors and consultants to enter upon the Property for the purposes of conducting such tests, investigations, and inspections inclusive of geotechnical borings as Licensee may deem appropriate. The term of the license granted herein shall begin on the Effective Date and shall expire at the earlier of (i) such time as the Licensor and Licensee have entered into a PSA for the purchase of the Property; or (ii) _____, 2025 (the "Term"). Licensee shall provide 48 hours prior email or text message notification to Licensor's representative (JAMES W. NEIGHBORS and SUZANNE M. NEIGHBORS) in order to allow Licensor's representative to properly coordinate with Licensor's local, on-site personnel. All such persons accessing the Property on behalf of the Licensee shall be cautioned not to engage in any discussions with any persons at the Property and to direct any such inquiries to Licensor's Representative. If Licensee fails to comply with the obligations imposed upon Licensee hereunder, or upon the expiration of the Term, Licensee's rights to access the Property shall cease immediately, and Licensee shall have no further rights under this Agreement. After the expiration of the Term, Licensee shall have no right to access, possess, occupy or otherwise enter the Property and Licensee hereby agrees not to attempt such entry or removal after the expiration of the Term.

2. Restoration. After performing any tests or examinations on the Property, Licensee shall promptly restore the Property to the same or a similar condition as existed prior to Licensee's entry thereupon.
3. Compliance with Laws. All work on the Property carried out by Licensee and/or its employees, agents, contractors, subcontractors, invitees, utility companies and other representatives shall be performed at Licensee's sole expense and in a safe manner with such care as is necessary to avoid injury to persons or property and in accordance with all applicable state, federal and local laws and regulations.
4. Insurance. Licensee shall procure and continue in force from and after the Effective Date Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Such insurance policy shall be issued by an insurance company licensed to do business in the State of South Carolina having an A.M. Best's rating of "AVII" or above. Licensee shall deliver a Certificate of Insurance to Licensor evidencing such coverage prior to the date Licensee enters the Property. The minimum limits of the insurance coverage to be maintained by Licensee hereunder shall not limit Licensee's liability under this Agreement. Licensor shall be added as an additional insured. If any construction, mechanic's, materialmen's or other lien is filed against the Property as the result of any work, labor, service or material performed or furnished, by, for or to Licensee, its employees, agents and/or contractors, Licensee shall, without expense to Licensor, cause the same to be discharged or record by payment, bonds, order of a court of competent jurisdiction or otherwise within thirty (30) days after the filing thereof. Licensee agrees to cause each of the agents, employees, contractors and representatives conducting any studies or investigations on the Property pursuant hereto to maintain and have in effect commercial general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) for personal injury, including bodily injury and death, and property damage, and if requested by Licensor, to provide proof of such insurance to Licensor.
5. Indemnification. Licensee hereby waives and releases all claims against Licensor in connection with Licensee's access to the Property and otherwise in connection with Licensee's exercise of inspection rights under this Agreement. To the fullest extent permitted by law, Licensee hereby agrees to indemnify and hold Licensor, its officers, employees, agents and contractors harmless from and against any and all loss, cost or damage, or claim thereof suffered or incurred by Licensor in connection with Licensee's access to the Property and otherwise in connection with Licensee's exercise of Licensee's rights under this Agreement, except for those caused by the intentional misconduct or gross negligence of Licensor or any pre-existing conditions or contamination. The obligation to indemnify in this paragraph shall include an obligation on the part of Licensee to pay Licensor's reasonable attorney's fees actually incurred, litigation expenses and court costs incurred in the matter for which indemnification is provided.
6. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the same Agreement when a duly authorized representative of each party has signed the counterpart.

7. Jurisdiction and Venue. This Agreement is governed by the laws of the State of Ohio, without reference to conflict of laws principles. The exclusive venue for any dispute relating to this Agreement will be in the state or federal courts within Allen County, OH. Licensee's duties and obligations to Licensor under this Agreement shall survive the lapse and expiration or earlier termination of this Agreement. This Agreement creates a license only for the limited purpose set forth herein and does not create a lease or tenancy. This Agreement constitutes the entire agreement between the parties and any representation, inducement, promise or agreement, oral or otherwise, between the parties not embodied herein shall be of no force or effect.

8. Assignment. Without the prior written consent of Licensor, which consent may be granted or withheld in Licensor's sole and absolute discretion, Licensee shall not assign, transfer, sell, mortgage, encumber or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement (or any interest therein) nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Property (or any interest therein) in whole or in part.

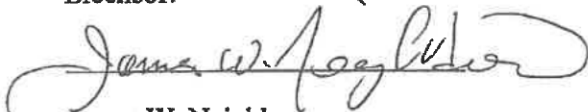
IN WITNESS WHEREOF, the Parties have caused their respective representatives to execute this Agreement on this 6th day of October, 2025.

Licensee: PORT AUTHORITY OF ALLEN COUNTY

BY: _____

Its: Authorized Signatory

Licensor:


James W. Neighbors



Suzanne M. Neighbors

ROADWORK DEVELOPMENT AGREEMENT

This ROADWORK DEVELOPMENT AGREEMENT, including all of its attached exhibits (the “Agreement”), is made and entered into as of September 15, 2025 (the “Effective Date”), by and among the PORT AUTHORITY OF ALLEN COUNTY, a port authority and a body corporate and politic organized and existing under the laws of the State of Ohio (the “Authority”), with an office address of 144 S. Main St., Suite 200, Lima, OH 45801; ALLEN COUNTY, OHIO, an Ohio county government with an office address of _____ (the “County”) and Bistrozzi LLC, a Delaware limited liability company with an address of 52 East Gay Street, Columbus, Ohio, (together with any permitted successors, assigns or transferees, referred to herein as the “Company”). The Authority, the County and the Company may be collectively referred to herein as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, the Company has acquired certain real property in American Township, within Allen County (the “County”) and State of Ohio, as further described or depicted on Exhibit A attached hereto (the “Property”); and

WHEREAS, the Company desires to develop, construct (in one or more phases) and operate on the Property one or more data center(s) as well as certain buildings, structures and infrastructure for administrative, accessory, supporting, associated or related uses, such as (but not limited to) offices and utility buildings, structures and appurtenances together with related site improvements (collectively, the “Project”); and

WHEREAS, for the benefit of the Project, the Company desires to have certain improvements made to the public roads and access points in the vicinity of the Property in order to support the construction, development and operation of the Project (collectively, the “Roadwork Improvements”) as further described and depicted on Exhibit B; and

WHEREAS, the Authority, under the terms and conditions of this Agreement and in conjunction with the County desires to design and construct, or cause the design and construction of, the Roadwork Improvements, consistent with all applicable state and local standards; and

WHEREAS, the Company desires to have the Authority design and construct, or cause the design and construction of, the Roadwork Improvements; and

WHEREAS, the Company, under the terms and conditions of this Agreement, has agreed to provide funds to the Authority for the actual, necessary, and reasonable costs associated with the design and construction of the Roadwork Improvements; and

WHEREAS, in anticipation of constructing, developing and operating the Project, the Company has communicated with the Ohio Department of Transportation and the Allen County Engineer regarding the Roadwork Improvements; and

WHEREAS, the Parties understand that funding for the Roadwork Improvements may be available from the State of Ohio through a Roadwork Development (629) Grant and Ohio Department of Development Jobs & Commerce Grant (the “Roadwork Development Grants”),



which may provide funding for the eligible roadwork costs, with any monies from the Roadwork Development Grants available to the Authority as an eligible grantee; and

WHEREAS, the Authority is willing to pursue and enter into a Roadwork Development Grants on terms acceptable to the Authority, and apply any funds received from the Roadwork Development Grants in accordance with the terms of this Agreement; and

WHEREAS, the Parties anticipate that the development of the Project will create jobs and otherwise stimulate economic growth in Allen County, and after careful review and consideration, the Authority has determined that it is in the best interest of the Authority, the public interest, and interest of the citizens of the County, for the Authority to enter into this Agreement to enable the construction and development of the Roadwork Improvements and support the development of the Project on the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged by the Parties, the Authority and the Company hereby agree as follows:

Article I INCORPORATION

1.1 Incorporation of Recitals. The above recitals are incorporated as if restated herein and made a part of this Agreement.

Article II AUTHORITY APPROVAL

2.1 Authority Board of Directors. The Board of Directors of the PORT AUTHORITY OF ALLEN COUNTY (the "Board") on July 29, 2025 adopted its Resolution No. 0729-25 which Resolution provides the Board's approval for this Agreement and

2.2 Authority of County. The Board of County Commissioners of Allen County, Ohio (the "Commissioners") on July 31, 2025 adopted its Resolution No. 588-25, which Resolution Provides the Commissioner's approval for this Agreement.

Article III ROADWORK IMPROVEMENTS

3.1 Roadwork Construction.

a. Description of Roadwork Improvements. The Authority shall design and construct or cause the design and construction of those road improvements more particularly described and depicted on Exhibit B attached hereto (collectively referred to herein as, the "Roadwork Improvements"). The Roadwork Improvements shall be designed and constructed at no cost to the Company other than the Company's Contribution (as defined below). The Roadwork



Improvements shall be constructed according to (i) the schedule and specifications set forth in Exhibit C (the “**Construction Schedule**”) and (ii) the Roadwork Plans (defined below). If the Company’s Contribution as defined below is not adequate to complete all of the Roadwork Improvements, the Authority agrees to complete the Roadwork Improvements in the order they are ranked or numbered on Exhibit B until the Company’s Contribution has been expended. The Authority may but is not obligated to complete all of the Roadwork Improvements if there are not sufficient funds from the Company’s Contribution. The Roadwork Improvements do not include any changes to Beery Road, including bridge replacement.

b. Design and Engineering. The plans for the Roadwork Improvements (the “**Roadwork Plans**”) have been, or will be, prepared by, or on behalf of, the Authority in consultation with the Company. The Roadwork Improvements shall be designed to provide for the efficient movement of automobile and truck traffic traveling to and from the Project. The Roadwork Plans have been or will be prepared (1) in accordance with generally accepted engineering and traffic planning standards, and applicable Authority standards and practices, and (2) using an appropriate traffic model to measure traffic traveling to and from the Project. The Roadwork Plans shall be prepared at no cost to the Company other than the Company’s Contribution (as defined below). In accordance with Section 3.5 of this Agreement, the Authority agrees to request and use reasonable efforts to obtain, promptly and in a timely manner, all necessary governmental permits or approvals required for the Roadwork Plans.

c. Contractor Selection. The Roadwork Improvements shall be designed and constructed by third-party contractors selected and retained by the Authority to perform such work and the Authority shall give the Company a list of all such third-party contractors retained. All such third-party contractors shall be selected according to the bidding requirements applicable to the Authority for a design-build project and shall be licensed and bonded in accordance with applicable law or regulation.

d. Construction Guidelines. The Authority shall cause its employees, contractors, subcontractors and agents retained or employed in connection with constructing the Roadwork Improvements (collectively, “**Authority Representatives**”) to construct the Roadwork Improvements (i) in accordance with the Roadwork Plans and specifications agreed to by the Parties, (ii) on the Construction Schedule set forth on Exhibit C or as the Parties may otherwise agree to in writing, (iii) in such a manner as to maintain harmonious labor relations and as not to interfere with or delay the work on the Project to be performed by the Company or the Company’s contractors, (iv) in such a manner that the Company and the Company’s contractors shall have reasonable vehicular and pedestrian access to the Property in order to construct the Project via public rights of way or any recorded easements, (v) in accordance with this Agreement, and (vi) in accordance with all applicable laws. The Authority shall, and shall cause the Authority Representatives to, act in a commercially reasonable manner and endeavor in good faith to ensure the timely progression of construction of the Roadwork Improvements.

e. Access to the Property. The Company shall grant the Authority and Authority Representatives access and entry to the Property at reasonable times upon advance notice of not less than 24 hours to the extent such access and entry is reasonably required to construct the Roadwork Improvements, taking into consideration the Company’s construction schedule and the Company’s safety and security requirements; provided, however, that police, fire and other



emergency services will be allowed access to the Property in the event of an emergency requiring such services.

f. Easements and Right of Way. To the extent that the Authority does not own or control by contract all necessary rights of way and other property as may be necessary or appropriate for the Authority to complete, or cause the completion of, the construction of the Roadwork Improvements in accordance with this Agreement, the Authority will acquire such rights of way or property, whether by easement or in fee, necessary for the completion of the Roadwork Improvements in accordance with the Construction Schedule and Roadwork Plans. The Authority shall, at its sole cost and expense, obtain all necessary right-of-way, easement and crossing rights needed from any third parties to complete the Roadwork Improvements. The Company agrees that it will donate any necessary right of way on land which it owns for the Project, so long as said donation does not interfere with Company operations of the Project or the right to develop the Property.

g. Right to Perform Work. Notwithstanding anything in this Section 3.1 to the contrary, the Company shall have the right to design, engineer or construct all road improvements at the intersection of Cole Street and Beery Road, provided such work meets the standards set by the Authority by providing fifteen (15) days written notice to the Authority. Should either the Company elect to design, engineer or construct the road improvements at the intersection of Cole Street and Beery Road, the Authority agrees to secure all necessary easements, rights-of-way and approvals necessary to complete the road improvements.

h. Dedication. Following completion of each of the Roadway Improvements as identified on Exhibit B, each Roadway Improvement will be dedicated to the County for public use and maintenance. The County agrees to accept the dedication of said Roadway Improvements and thereafter maintain the Roadway Improvements, as necessary.

3.2 Company's Contribution.

a. Payment of Company's Contribution. Within thirty (30) business days after the Effective Date, the Company shall make a one-time payment of \$14,500,000 to the Authority as a contribution to the reasonable and necessary cost of the design, management, and construction of the Roadwork Improvements (the "**Company's Contribution**"). In determining the amount of the Company's Contribution, the Parties considered and relied on the information set forth in Exhibit D ("**Supporting Information for Company's Contribution**"). Except for the Company's Contribution, the Roadwork Improvements shall be made at no cost to the Company. Contribution will be inclusive of all project costs including any admin and legal fees.

b. Communication, Coordination and Scheduling; Time. Time being of the essence in the performance of this Agreement, it is essential that the work on the Project and the Roadwork Improvements be coordinated at all times and the Roadwork Improvements be timely completed in support of the commencement of operations of the Project. The Parties shall schedule and conduct meetings at least monthly unless otherwise mutually determined to discuss such matters as procedures, progress, coordination, communication and scheduling of the work on the Project and Roadwork Improvements (the "**Progress Meetings**"). The Authority shall designate the representatives of the Authority to be present at the Progress Meetings, and the Company shall designate its representatives to be present at the Progress Meetings, which may



include a representative of the Company's consulting engineer (the "Consulting Engineer"). At these Progress Meetings, a designee of the Company may provide notice of any material changes in the Company's construction schedule that could affect the Roadwork Improvements.

Once construction starts on the Roadwork Improvements, the Authority shall keep, or cause to be kept, a daily log of the work done on the Roadwork Improvements (including the work of each contractor on the Roadwork Improvements, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the Authority may require), and this daily log shall be available for review by the Company's designated representatives.

The Authority shall record the progress of work on the Roadwork Improvements. On a monthly basis, beginning at the start of construction of the Roadwork Improvements or otherwise as agreed to by the Parties, the Authority shall submit written progress reports to the designated representatives of the Company, showing percentages/progress toward completion and the following information:

1. Work completed for that period;
2. Project schedule status and forecast of timing of completion;
3. Request for information and change order status reports;
4. Tests and inspection reports;
5. Status report of nonconforming and rejected work; and
6. Any other information reasonably requested by the Company.

3.3 Remedies for Failure to Make Timely Progress on Roadwork Improvements. If the Authority fails to commence or complete (or cause to be commenced or completed) any portion of any of the Roadwork Improvements within the time frames established on the Construction Schedule in Exhibit C or as otherwise agreed in writing by the Parties, and that failure is not cured within thirty (30) days after receiving written notice of such failure from the Company (or, if the cure of that failure cannot be accomplished in thirty (30) days, the cure has not been commenced or is not proceeding with due diligence to completion), then the Company may, in its sole discretion immediately direct the Authority to take additional steps (the "Extraordinary Measures") available to the Authority, in which case the Authority shall undertake such Extraordinary Measures at no cost to the Company. Extraordinary Measures may include ordering Authority Representatives to take corrective measures necessary to expedite the progress of the work, including (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities and (iii) taking similar measures. The Authority shall ensure that it has the right to take Extraordinary Measures (including, at least, those described in the preceding sentence) under any construction contracts applicable to the Roadwork Improvements. Extraordinary Measures shall continue until the progress of the construction of the Roadwork Improvements is in accordance with, or ahead of, the Construction Schedule. The Company's right to require Extraordinary Measures is solely for the purpose of ensuring compliance with the Construction Schedule. The Authority shall cooperate with the Company in good faith to cause the commencement, progress and completion of the Roadwork Improvements by the dates set forth in the Construction Schedule. In no event shall the Company have control over, charge of, or any responsibility for construction means, methods,



techniques, sequences or procedures or for safety precautions and programs in connection with the work, notwithstanding the rights and authority granted in this Section or elsewhere in the contract documents. The Authority hereby agrees that it shall cooperate with the Company in good faith to cause the commencement, progress and completion of the Roadwork Improvements to occur on a timely basis.

3.4 Approvals for Roadwork Improvements. The Authority agrees to request and use reasonable efforts to obtain, promptly and in a timely manner, all necessary governmental permits or approvals required for the design and construction of the Roadwork Improvements. The Authority shall be solely responsible for complying with the terms and conditions of any governmental permits and approvals obtained to design and construct the Roadwork Improvements.

Article IV COOPERATION

4.1 Cooperation with Utility Service Providers. The Authority will coordinate and cooperate with the Company and any third-party providers of utility services to the Property, including for water, sewer, electricity, natural gas and telecommunications (“Utility Service Providers”), as needed, to permit the timely extension of utility services to entry points or interconnection points on the Property.

4.2 Cooperation to Obtain Governmental Approvals. The Authority shall assist and cooperate in good faith with the Company in connection with obtaining any approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property or Project as may be necessary or desirable in connection with the development and/or operation of the Project in the manner contemplated under this Agreement. The County agrees that it will not deny or delay the issuance of any necessary permits for construction of the Project regardless of the status of the completion of any of the Roadway Improvements identified on Exhibit B nor will the County require roadway improvements in addition to those identified on Exhibit B before issuing permits for construction of the Project.

4.3 Primary Contact Person. The Parties understand that that the performance of this Agreement may require prompt communication between the Parties, and in order to support such communication, each Party has agreed to designate a primary contact person. The initial primary contact persons are (i) for the Company, _____; (ii) for the Authority, Todd Audet and (iii) for the County, Brad Niemeyer. Either Party may change its primary contact person at any time by notifying the other party.



Article V
DISPOSITION OF FUNDS

5.1 **Use of Company's Contribution.** The Parties agree that the Company's Contribution shall be managed and used by the Authority solely to fund the costs of the design, management, and construction of the Roadwork Improvements as set forth herein and according to the terms of this Agreement. The Authority shall pay all design, management, and construction costs for the Roadwork Improvements as they become due and may use the funds provided by the Company's Contribution for such costs.

5.2 **Interest Bearing Account.** The Authority may, but is not required to, maintain the funds that the Authority receives from the Company's Contribution in an interest-bearing account and receive all interest earned on those funds in such account during the Term of this Agreement (collectively, the "**Interest on the Company's Contribution**"). The Authority agrees to use all Interest on the Company's Contribution to support the operations of the Authority in satisfying its obligations under this Agreement. Interest on the Company's Contribution shall not be included in the calculation of the Overpayment Amount as defined in Section 5.5 of this Agreement.

5.3 **Roadwork Development Grant.** The Parties shall work cooperatively and diligently to pursue any funds available to support the Roadwork Improvements from the State of Ohio through Roadwork Development Grants. In order for the Authority to obtain such funds from Roadwork Development Grants, the Authority understands that it may need to execute grant agreements with the Ohio Department of Development and Ohio Department of Transportation. To the extent permitted by any such grant agreement, the Authority shall apply the grant funds that it receives from the Roadwork Development Grants (the "**Roadwork Grant Funds**") for the Project to the costs of the Roadwork Improvements.

5.4 **Other Grant Funds.** If, in addition to any Roadwork Grant Funds from a Roadwork Development Grant, the Authority receives grant funds from any other public source to support the cost of the Roadwork Improvements (the "**Additional Grant Funds**"), such Additional Grant Funds shall be (i) applied to the costs of the Roadwork Improvements, and (ii) included in the calculation of any Overpayment Amount under Section 5.5.

5.5 **Overpayment Amount.** After the completion of the construction of the Roadwork Improvements, the Authority shall certify the final completion of the work in accordance with the Roadwork Plans and/or certify a list of any deviations from the Roadwork Plans, and provide to the Company an itemized accounting of the final costs and expenses for the Roadwork Improvements (the "**Total Cost**") with supporting backup documentation available upon request (the "**Itemized Accounting Statement**"). The Total Cost shall include only the reasonable, necessary and actually incurred costs of the Authority to design and construct, or cause the design and construction of, the Roadwork Improvements.

- a. If the Total Cost as set forth in the Itemized Accounting Statement is less than the sum of (i) the Company's Contribution, (ii) the Roadwork Grant Funds, and (iii) Additional Grant Funds (with any such difference referred to herein as the "**Overpayment Amount**"), the Authority shall pay to the Company an amount equal to the Overpayment



Amount within sixty (60) days after the date the Authority delivers the Itemized Accounting Statement to the Company under this Section.

- b. If for any reason the Parties do not agree on the calculation of the Overpayment Amount, as may be applicable, the Parties shall work together in good faith to resolve their differences regarding any such calculation during the sixty (60) day period after the Authority delivers the Itemized Accounting Statement to the Company.
- c. If any Roadwork Grant Funds or Additional Grant Funds are received by the Authority after the determination of the Overpayment Amount under this Section (collectively, “Grant Funds Received after Itemization”), the Authority shall pay to the Company an amount equal to the Grant Funds Received after Itemization within sixty (60) days after the date the Authority receives such grant funds so long as such grant funds were not included in the calculation of the Overpayment Amount.

Article VI TERM

6.1 Term. The term of this Agreement shall begin on the Effective Date and, unless otherwise terminated as provided herein, end on the date that is one (1) year after the final completion of all Roadwork Improvements as evidenced by the Itemized Accounting Statement (the “Term”). The Company may at any time and for any reason prior to the Authority entering into any contract for the Roadwork Improvements terminate this Agreement immediately upon written notice to the Authority.

Article VII REPRESENTATIONS

7.1 General Representations of the Authority. The Authority has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and as of the Effective Date, this Agreement is a valid and binding obligation, enforceable against the Authority in accordance with its terms. The execution and delivery of this Agreement by the Authority has been validly authorized by the Authority and does not conflict with any other agreement entered into by the Authority.

7.2 General Representations of the Company. The Company hereby represents and warrants that as of the Effective Date: (i) the Company has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) this Agreement is a valid and binding obligation, enforceable against the Company in accordance with its terms, (iii) entering into this Agreement does not conflict with any other agreement entered into by the Company, and (iv) the execution and delivery of this Agreement by the Company has been duly and validly authorized by all necessary corporate action on its part.



Article VIII
DEFAULT

8.1 **Default and Remedies.** In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than thirty (30) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate this Agreement and seek damages from the defaulting Party or (b) enforce this Agreement by the remedy of damages or specific performance or both. If a breach of the terms of Section 9.16 has occurred, the non-breaching Party may, in addition to the remedies set forth in this Section 8.1, terminate the Agreement immediately by means of written notice to the other Party. If the Agreement is terminated pursuant to the immediately preceding sentence, the non-breaching Party will have no obligation to make further payments with respect to any transaction associated with the breach of the Agreement by the breaching Party. The breaching Party's obligations under Section 9.16 shall survive the termination or expiration of the Agreement.

8.2 **Limitation on Damages.** Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

8.3 **No Automatic Cross-Default.** Nothing in this Agreement is intended to create a cross-default. If a Party is in default under any other agreement, it is not automatically an event of default under this Agreement or any another agreement pertaining to the Project.

Article IX
MISCELLANEOUS

9.1 **Recitals.** The "Whereas" clauses of this Agreement are material terms of this Agreement and shall be binding upon the Parties.

9.2 **Notice.** All notices or other communications required or permitted to be served hereunder shall be deemed served in accordance with this Agreement if the notice is in writing and sent by: (i) registered or certified mail, return receipt requested, in which case the notice shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (ii) by nationally recognized overnight delivery courier service, in which case the notice shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the Authority, to:



PORT AUTHORITY OF ALLEN COUNTY
144 S. Main St. Suite 200
Lima, OH 45801
Attention: Executive Director

With a copy to:

Rex H. Huffman
932 Dixie Hwy
Rossford, OH 43460

If to the Company, to: Yjr

BISTROZZI LLC
c/o Jill S. Tangeman, Esq.
Vorys, Sater, Seymour and Pease
52 East Gay Street
Columbus, OH 43215
jstangeman@vorys.com

If to the County, to:

Allen County Board of Commissioners
204 North Main Street, Suite 301
Lima, Ohio 45801
Attention: President of the Board

With a copy to:

John R. Willamowski, Jr.
Assistant Prosecuting Attorney
Allen County, Ohio
204 N. Main St., Suite 302
Lima, Ohio 45801

And

Brion E. Rhodes, P.E., P.S.
Allen County Engineer
1501 N. Sugar St.
Lima, OH 45801
Email: brhodes@allencountyohio.com

Each Party, by written notice given to the other, may designate for itself any further or different names or addresses to which all notices or other communications shall be sent, without said further or different names or addresses being considered an amendment to this Agreement.



9.3 Assignment. Except as provided for in this Section, this Agreement is not transferable or assignable without the express written approval of the Authority, which shall not be unreasonably withheld or delayed. The Company may assign or transfer this Agreement, in whole or in part, without the approval of the Authority to (i) any Affiliate (as defined below), (ii) any entity resulting from the merger or consolidation of or with the Company, (iii) any person or entity which acquires all (or substantially all) of the assets of the Company, (iv) any successor of the Company by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or assets, or (v) in connection with any financing transaction entered into for the Project, including, but not limited to, any financing transaction under Ohio Revised Code Chapter 4582. The Company shall provide notice to the Authority within thirty (30) days after any assignment permitted hereunder. An "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

9.4 Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the matters addressed herein. All prior or contemporaneous oral or written drafts of this Agreement or other understandings with respect to the subject matter herein between the Parties are merged into this Agreement. It is the Parties' intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the Authority and the Company.

9.5 Severability. If any provision of this Agreement or the application of any such provision to any person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

9.6 Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

9.7 No Joint Venture. The relationship of the Parties shall be that of independent contractors, and nothing contained in this Agreement shall be deemed to create any relationship of agency, joint venture or partnership.

9.8 Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws' provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.



9.9 Headings. The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof.

9.10 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (by electronic means or otherwise) shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

9.12 Effect on Other Vested Rights. This Agreement does not abrogate any rights established or preserved by any applicable law, or by any other agreement or contract executed by the Authority and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

9.13 Confidential Information. The Company acknowledges and agrees that this Agreement is a public record subject to disclosure under the State's public records laws.

The Authority acknowledges and agrees that the State's public records laws exempt from disclosure certain types of records, materials and information, as set forth in the Ohio Revised Code (e.g., Ohio Revised Code Sections 122.36, 122.75, 149.433, 149.45, 718.13, 1333.61 et seq., 5703.21, 5711.101). The Authority agrees to use adequate safeguards to maintain the security and confidentiality of those exempt records. The Authority may disclose records, or such portions of records, which are not exempt from the State's public record laws to the extent required by law, provided that the Authority shall: (a) give the Company written notice at least five (5) business days prior to responding to all records requests related to the Company or Project; (b) reasonably cooperate with the Company in responding to any such records requests; (c) disclose in response to such requests only such records, or portion of records, as are required to be disclosed under Ohio public records laws; and (d) redact, omit or refuse to provide any records not required to be disclosed under Ohio public records law. Nothing in this Agreement shall be interpreted as contrary to the Ohio Public Records Act (Ohio Revised Code Section 149.43).

9.14 Further Assurances. Upon request of the other Party, each Party agrees to (i) furnish to the other Party such further information, (ii) execute and deliver to the other Party such other documents, and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.

9.15 Waiver of Jury Trial. THE AUTHORITY AND THE COMPANY EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING



UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. THE AUTHORITY AND THE COMPANY EACH AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EITHER OF THEM MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

9.16 Compliance. In connection with the negotiation and performance of this Agreement, the Authority, on behalf of itself and its agents and representatives, represents, warrants, and covenants that it has complied with and that it has not engaged in and will refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting or agreeing to accept Anything of Value, directly or indirectly to or from (a) any Government Official to (i) influence any act or decision of a Government Official in their official capacity, (ii) induce a Government Official to use their influence with a Government Authority, or (iii) otherwise secure any improper advantage; or (b) any person or entity in any manner that would constitute bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law, rule, or regulation. "Anything of Value" includes, but is not limited to, money, cash or a cash equivalent (including "grease," "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, charitable contributions, sponsorships, use of materials, facilities or equipment, transportation, lodging, or promise of employment. "Government Authority" means any multinational, national, regional, or local government, governmental or public department, court, commission, board, bureau, agency, ministry, university, political party, or other governmental instrumentality, public international organization, or subdivision, agent, commission, board, or authority of any of the foregoing. "Government Official" means any official or employee (or relative or household member thereof), or agent of a Government Authority, or candidates for political office. If the Authority becomes aware of any violation or suspected violation of this Section 9.16, it must provide prompt written notice to the Company and setting forth the relevant facts and circumstances. The Authority will, consistent with applicable laws, cooperate with the Company in good faith to review any suspected violations of this Section 9.16, including by providing reasonable access to relevant documentation.

9.17 Ethical Business Practices; No Procurement Process. In connection with the negotiation and performance of this Agreement, the Authority represents, warrants, and covenants that it has complied with, and that it shall comply with all applicable laws, including without limitation anti-corruption laws, rules, and regulations, and that it has used and shall use only legitimate and ethical business practices. The performance of any obligations under this Agreement does not require the Company to submit any bid or otherwise participate in any procurement process of the Authority or to undertake any other obligations required by procurement laws and regulations of the Authority.

9.18 No Personal Liability. No covenant, obligation, representation or agreement is deemed to be a covenant, obligation, representation or agreement of any present or future member, officer, agent or employee of Parties other than in his or her official capacity, and neither officers or employees of the Authority, members of the Board, nor any officers or employees of the Company executing this Agreement are liable personally under this Agreement or subject to any



personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

9.19 Estoppel Certificate. At any time, and from time to time, the Company may deliver written notice to the Authority, and the Authority may deliver written notice to the Company, requesting that such Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or if amended, the identity of each amendment; (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an "Estoppel Certificate"). The Authority's Executive Director (the "Director") or the Director's authorized designee may execute, on behalf of the Authority, any Estoppel Certificate requested by the Company which complies with this Article VII. The Authority acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

9.20 No Third-Party Beneficiaries. The only Parties to this Agreement are the Authority and the Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other person whatsoever.

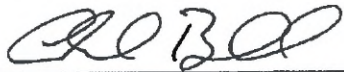
9.21 Binding Agreement and Amendments. The provisions of this Agreement shall be in full force and effect from the Effective Date and shall bind and inure to the benefit of both Parties, as well as their respective successors and permitted assigns. This Agreement may be amended, modified, supplemented or canceled only by the mutual written consent of the Authority and the Company, or their successors in interest or permitted assigns.

[Remainder of Page Left Blank; Signatures Begin on Following Page]




IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

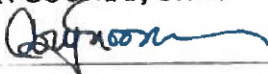
BOARD OF THE PORT AUTHORITY OF ALLEN COUNTY

By: 
Its: Board Chair
Date: 8/19/25

BISTROZZI LLC

By: 
Its: Authorized Representative
Date: Sept. 15, 2025

ALLEN COUNTY, OHIO

By: 
Its: CORY NOONAN - COMMISSIONER
Date: August 13, 2025



PORT AUTHORITY
FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the PORT AUTHORITY OF ALLEN COUNTY, hereby certifies that the moneys required to meet the obligations of the Authority during the year 2025 under this Agreement have been lawfully appropriated by the board of directors of the Authority for such purposes and are in the treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.



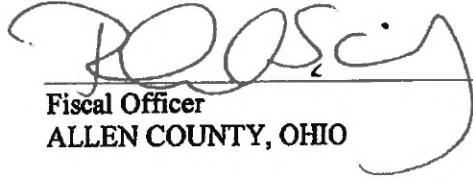
Fiscal Officer
PORT AUTHORITY OF ALLEN
COUNTY

Dated: 8/19, 2025



PORT AUTHORITY
FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of ALLEN COUNTY, OHIO hereby certifies that the moneys required to meet the obligations of the Authority during the year 2025 under this Agreement have been lawfully appropriated by the Board of County Commissioners for Allen County, Ohio for such purposes and are in the treasury of Allen County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.


Fiscal Officer
ALLEN COUNTY, OHIO

Dated: 8-17, 2025



EXHIBIT A

PROPERTY

The following Allen County Ohio Parcels:

Formerly Owned by Neff Farms, Inc.

Parcel No.: 36-0100-03-002.000

Property Address: Cole Street, Lima, Ohio 45807

Prior Instrument Reference: OR 2018 Page 2723

Parcel No.: 36-1200-02-001.001

Property Address: 4110 N. Cole Street, Lima, Ohio 45801

Prior Instrument: OR 2018 Page 2723 and OR 2018 Page 7339

Formerly Owned by Kyle C. Brenneman and Sarah N. Brenneman, Co-Trustees of the Kyle C. Brenneman Living Trust dated March 30, 2023 and Keaton A. Brenneman and Kristen M. Brenneman, Co-Trustees of the Keaton A. Brenneman Living Trust dated March 2, 2023

Parcel Nos.: 36-1200-03-001.001, 36-1200-03-001.000,
36-1200-03-001.002, 36-1200-03-001.003,
36-1200-03-001.004, 36-1200-03-001.005, and
36-1200-03-001.006

Address: West Bluelick Road, Lima, Ohio 45801
950 West Bluelick Road, Lima, Ohio 45801

Prior Instrument Reference: OR 2024, Page 3900 and OR 2024, Page 6115, Recorder's Office,
Allen County, Ohio.

Formerly owned by Pike Run Farms, LLC

Parcel No.: 36-1200-03-002.000

Address: West Bluelick Road, Lima, Ohio 45801

Prior Instrument Reference: OR 2024, Page 981, Recorder's Office, Allen County, Ohio.



EXHIBIT B

ROADWORK IMPROVEMENTS

The design and construction of the Roadwork Improvements shall be performed according to all state and local standards, as may be applicable, including, but not limited to, the Ohio Department of Transportation (ODOT) State Highway Access Management Manual (SHAMM), A Policy on Geometric Design of Highways and Streets (AASHTO, 2018), the Ohio Manual on Uniform Traffic Control Devices (FHWA, 2009), ODOT's Construction and Materials Specifications Manual, and ODOT's Location and Design Manual, Volume 1.

The Roadwork Improvements shall include each of the following, as described and depicted below:

(A) For the primary access entrance to the Property on North Cole Road the design and construction of a roundabout at the intersection of North Cole and Beery Road

(B) For the management of traffic as the result of the Project, and rehabilitation of roads impacted by the construction, the design and construction of the following roundabouts:

1. Roundabout at the intersection of North Cole Road and Bluelick Road
2. Roundabout at the intersection of North Cole Road and SR 115.
3. North Cole Road rehabilitation
4. Bluelick Road Rehabilitation
5. Roundabout at the intersection of North Cole Road and Diller Road



EXHIBIT C

CONSTRUCTION SCHEDULE FOR ROADWORK IMPROVEMENTS

The Roadwork Improvements shall be substantially complete by no later than September 1, 2027. At the time of substantial completion, all Roadwork Improvements shall be available for use by all vehicle and truck traffic related to the construction, development and operation of the Project. Final completion of the Roadwork Improvements shall take place by no later than December 31, 2027. Final completion of the Roadwork Improvements shall be evidenced by the issuance of the Itemized Accounting Statement by the Authority.



EXHIBIT D

SUPPORTING INFORMATION FOR COMPANY'S CONTRIBUTION

In determining the agreed amount of the Company's Contribution, the Parties considered and relied on: (1) the estimated cost of the Roadwork Improvements as set forth in the attached itemized cost estimate from Tetra Tech which the Parties received on or about July 17, 2025 (estimating the construction cost of the Roadwork Improvements to be in the amount of \$14,500.00);





DEVELOPMENT SITE BOUNDARY

DATE
1-10-2018

PROJECT NO.
18-001

SCALE:
0' 500' 1000'



OPINION OF PROBABLE PROJECT COST

Tetra Tech



LOCATION: Allen County, Ohio

DATE: 7/11/2025

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

T1 PROJECT # _____

WORK: Project BOSC

ESTIMATOR: RJS

CHECKED BY: AMD

	COST
Cole Street/Diller Road Roundabout	\$1,535,217.80
Cole Street/Bluelick Road Roundabout	\$1,704,502.19
Primary Access Entrance to Project Site (Roundabout)	\$2,863,045.03
Cole Street/ West Street (SR 115) Roundabout	\$2,249,809.07
Cole Street Corridor	\$3,899,799.82
Bluelick Road Corridor	\$2,180,906.63
CONSTRUCTION TOTAL	\$14,223,081



OPINION OF PROBABLE PROJECT COST
Cole Street/Diller Road Roundabout



LOCATION: Allen County, Ohio

DATE: 7/11/2024

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

Tt PROJECT #

ESTIMATOR: RJS

WORK: Roundabout at Cole/Diller Intersection

CHECKED BY: AND

ITEM NO.	DESCRIPTION	SUPPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
ROADWAY						
201E1000	CLEARING AND GRUBBING		1	LS	\$20,000.00	\$20,000.00
203E1000	EXCAVATION		2,430	CY	\$17.00	\$41,310.00
203E2000	EMBANKMENT, AS PER PLAN		243	CY	\$16.00	\$3,888.00
204E1000	SUBGRADE COMPACTION, AS PER PLAN		5,208	SY	\$1.00	\$5,208.00
623E3050	MONUMENT ASSEMBLY, TYPE C		1	EACH	\$500.00	\$500.00
633E1000	TOPSOIL FURNISHED AND PLACED, AS PER PLAN		252	CY	\$50.00	\$12,600.00
	DECORATIVE PLAIN CONCRETE WALK, 6" THICK, (SPITTER ISLAND), AS PER PLAN		2,802	SF	\$10.00	\$28,020.00
					SUBTOTAL =	\$108,307.80
EROSION CONTROL						
					SUBTOTAL =	\$108,307.80
DRAINAGE						
605E1111	6" SHALLOW PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC, AS PER PLAN		2,044	FT	\$10.00	\$20,440.00
SPECIAL	DRAINAGE IMPROVEMENTS		1	LS	\$100,000.00	\$100,000.00
					SUBTOTAL =	\$120,440.00
PAVEMENT						
301E5000	ASPHALT CONCRETE BASE, PG64-22, (449)		891	CY	\$145.00	\$129,095.00
304E2000	AGGREGATE BASE		891	CY	\$50.00	\$44,550.00
407E1000	TACK COAT		456	GAL	\$2.00	\$912.00
442E2210	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (449)		173	CY	\$185.00	\$31,905.00
442E2240	ASPHALT CONCRETE INTERMEDIATE COURSE, 19 MM, TYPE A (449)		288	CY	\$300.00	\$86,400.00
809E1280	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN		717	FT	\$30.00	\$21,510.00
809E3100	COMBINATION CURB AND GUTTER, TYPE 9		280	FT	\$30.00	\$8,400.00
809E3800	CURB, TYPE 6		770	FT	\$20.00	\$15,400.00
	DECORATIVE REINFORCED CONCRETE PAVEMENT, 8" THICK, (TRUCK APRON), AS PER PLAN		356	SY	\$90.00	\$32,040.00
					SUBTOTAL =	\$302,837.00
WATER WORK						
					SUBTOTAL =	\$302,837.00
LIGHTING						
					SUBTOTAL =	\$100,000.00
TRAFFIC CONTROL						
					SUBTOTAL =	\$75,000.00
LANDSCAPING						
					SUBTOTAL =	\$20,000.00
RIGHT OF WAY						
	AGRICULTURAL LAND		0.28	AC	\$20,000.00	\$5,600.00
	RESIDENTIAL LAND		0.07	AC	\$40,000.00	\$2,800.00
					SUBTOTAL =	\$8,400.00
INCIDENTALS						
614E1100	MAINTAINING TRAFFIC		1	LS	\$50,000.00	\$50,000.00
623E1000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS	\$20,000.00	\$20,000.00
624E1000	MOBILIZATION		1	LS	\$50,000.00	\$50,000.00
					SUBTOTAL =	\$120,000.00
DESIGN, SURVEY, & INSPECTION						
	DESIGN (15%)					\$192,833.00
	SURVEY					\$20,000.00
	CONSTRUCTION ADMIN & INSPECTION					\$60,000.00
					SUBTOTAL =	\$272,833.00
CONSTRUCTION SUBTOTAL						\$1,228,374



OPINION OF PROBABLE PROJECT COST

Cole Street/Diller Road Roundabout



LOCATION: Allen County, Ohio

DATE: 7/11/2024

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

TR PROJECT #

WORK: Roundabout at Cole/Diller Intersection

ESTIMATOR: RJS

CHECKED BY: AMD

ITEM NO.	DESCRIPTION	SUPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
CONTINGENCY AND INFLATION (25%)						\$307,044
TOTAL						\$1,636,218



OPINION OF PROBABLE PROJECT COST
Cole Street/Bluelick Road Roundabout



LOCATION: Allen County, Ohio

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: Roundabout at Cole/Bluelick Intersection and Bluelick Improvements

DATE: 7/11/2024

Tt PROJECT #

ESTIMATOR: RJS

CHECKED BY: AMD

ITEM NO.	DESCRIPTION	SUPPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
ROADWAY						
201E1000	CLEARING AND GRUBBING		1	LS	\$20,000.00	\$20,000.00
203E1000	EXCAVATION		2,530	CY	\$17.00	\$43,010.70
203E2001	EMBANKMENT, AS PER PLAN		254	CY	\$16.00	\$4,064.00
204E1000	SUBGRADE COMPACTION, AS PER PLAN		5,441	BY	\$1.00	\$5,441.00
623E2450	MONUMENT ASSEMBLY, TYPE C		1	EACH	\$500.00	\$500.00
633E1000	TOPSOIL, FURNISHED AND PLACED, AS PER PLAN		283	CY	\$60.00	\$16,980.00
	DECORATIVE PLAN CONCRETE WALK, 6" THICK, (ISLAND), AS PER PLAN		2,784	SF	\$10.00	\$27,840.00
					SUBTOTAL =	\$113,863.20
EROSION CONTROL						
					SUBTOTAL =	\$89,009.00
DRAINAGE						
605E1111	6" SHALLOW PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC, AS PER PLAN		2,144	FT	\$10.00	\$21,440.00
SPECIAL	DRAINAGE IMPROVEMENTS		1	LS	\$125,000.00	\$125,000.00
					SUBTOTAL =	\$146,440.00
PAVEMENT						
301E5000	ASPHALT CONCRETE BASE, PG64-22, (449)		637	CY	\$145.00	\$92,365.00
304E2000	AGGREGATE BASE		637	CY	\$50.00	\$31,885.00
407E1000	TACK COAT		353	GAL	\$2.00	\$706.00
442E2210	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (449)		134	CY	\$185.00	\$24,690.00
442E2240	ASPHALT CONCRETE INTERMEDIATE COURSE, 19 MM, TYPE A (449)		224	CY	\$200.00	\$44,800.00
609E1200	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN		719	FT	\$30.00	\$21,570.00
609E3100	COMBINATION CURB AND GUTTER, TYPE 9		280	FT	\$30.00	\$8,400.00
609E2000	CURB, TYPE 9		774	FT	\$30.00	\$23,220.00
	DECORATIVE REINFORCED CONCRETE PAVEMENT, 6" THICK, (TRUCK APRON), AS PER PLAN		358	SY	\$90.00	\$32,220.00
					SUBTOTAL =	\$292,661.00
WATER WORK						
					SUBTOTAL =	\$100,000.00
LIGHTING						
					SUBTOTAL =	\$100,000.00
TRAFFIC CONTROL						
					SUBTOTAL =	\$75,000.00
LANDSCAPING						
					SUBTOTAL =	\$20,000.00
RIGHT OF WAY						
	AGRICULTURAL LAND		0.13	AC	\$20,000.00	\$2,600.00
	RESIDENTIAL LAND		0.23	AC	\$40,000.00	\$9,200.00
					SUBTOTAL =	\$11,800.00
INCIDENTALS						
614E1000	MAINTAINING TRAFFIC		1	LS	\$50,000.00	\$50,000.00
625E1000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS	\$20,000.00	\$20,000.00
624E1000	MOBILIZATION		1	LS	\$50,000.00	\$50,000.00
					SUBTOTAL =	\$120,000.00
DESIGN, SURVEY, & INSPECTION						
	DESIGN (15%)					\$213,361.20
	SURVEY					\$50,000.00
	CONSTRUCTION ADMIN & INSPECTION					\$80,000.00
	ENVIRONMENTAL CONSIDERATIONS					\$50,000.00
					SUBTOTAL =	\$393,361.20



OPINION OF PROBABLE PROJECT COST

Cole Street/Bluelick Road Roundabout



LOCATION: Allen County, Ohio

DATE: 7/11/2024

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

T1 PROJECT #

ESTIMATOR: RJB

WORK: Roundabout at Cole/Bluelick Intersection and Bluelick Improvements

CHECKED BY: AND

ITEM NO.	DESCRIPTION	SUPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
CONSTRUCTION SUBTOTAL						\$1,363,502
CONTINGENCY AND INFLATION (25%)						\$340,900
TOTAL						\$1,704,502



OPINION OF PROBABLE PROJECT COST

Primary Access Entrance to Project Site (Roundabout)



LOCATION: Allen County, Ohio

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: Roundabout at Cole/Beery Intersection

DATE: 7/11/2024

TR PROJECT #

ESTIMATOR: PLS

CHECKED BY: AMD

ITEM NO.	DESCRIPTION	SUPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS	\$40,000.00	\$40,000.00
200E10000	EXCAVATION		5,743	CY	\$17.00	\$97,631.00
203E20001	EMBANKMENT, AS PER PLAN		570	CY	\$16.00	\$9,120.00
204E10001	SUBGRADE COMPACTION, AS PER PLAN		12,311	BY	\$1.00	\$12,311.00
623E23500	MONUMENT ASSEMBLY, TYPE C		1	EACH	\$500.00	\$500.00
653E10001	TOPSOIL FURNISHED AND PLACED, AS PER PLAN		719	CY	\$59.00	\$42,421.00
	DECORATIVE PLAIN CONCRETE WALK, 6" THICK (SPLITTER ISLAND), AS PER PLAN		4,703	SF	\$16.00	\$75,248.00
					SUBTOTAL =	\$241,868.00
EROSION CONTROL						
					SUBTOTAL =	\$100,000.00
DRAINAGE						
816E11111	6" SHALLOW PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC, AS PER PLAN		5,820	FT	\$10.00	\$58,200.00
SPECIAL	DRAINAGE IMPROVEMENTS		1	LS	\$150,000.00	\$150,000.00
					SUBTOTAL =	\$208,200.00
PAVEMENT						
381E56000	ASPHALT CONCRETE BASE, PG04-22, (448)		1,800	CY	\$145.00	\$261,000.00
384E20000	AGGREGATE BASE		1,800	CY	\$30.00	\$54,000.00
487E10000	TACK COAT		1,792	GAL	\$2.00	\$3,584.00
442E22100	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (449)		452	CY	\$195.00	\$88,140.00
442E22400	ASPHALT CONCRETE INTERMEDIATE COURSE, 19 MM, TYPE A (448)		752	CY	\$200.00	\$150,400.00
809E12001	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN		804	FT	\$30.00	\$24,120.00
809E31000	COMBINATION CURB AND GUTTER, TYPE 9		311	FT	\$30.00	\$9,330.00
809E28000	CURB, TYPE 6		1,144	FT	\$20.00	\$22,880.00
	DECORATIVE REINFORCED CONCRETE PAVEMENT, 6" THICK, (TRUCK APRON), AS PER PLAN		403	SY	\$80.00	\$32,240.00
					SUBTOTAL =	\$646,234.77
WATER WORK						
					SUBTOTAL =	\$60,000.00
LIGHTING						
					SUBTOTAL =	\$150,000.00
TRAFFIC CONTROL						
					SUBTOTAL =	\$75,000.00
LANDSCAPING						
					SUBTOTAL =	\$20,000.00
RIGHT OF WAY						
	AGRICULTURAL LAND			AC	\$20,000.00	\$0.00
	RESIDENTIAL LAND		0.01	AC	\$20,000.00	\$275.46
					SUBTOTAL =	\$275.46
INCIDENTALS						
814E11000	MAINTAINING TRAFFIC		1	LS	\$50,000.00	\$50,000.00
823E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS	\$40,000.00	\$40,000.00
824E10000	MOBILIZATION		1	LS	\$50,000.00	\$50,000.00
					SUBTOTAL =	\$140,000.00
DESIGN, SURVEY, & INSPECTION						
	DESIGN (15%)					\$335,077.85
	SURVEY					\$40,000.00
	CONSTRUCTION ADMIN & INSPECTION					\$50,000.00
					SUBTOTAL =	\$425,077.85
CONSTRUCTION SUBTOTAL						\$2,122,436



OPINION OF PROBABLE PROJECT COST

Primary Access Entrance to Project Site (Roundabout)



LOCATION: Allen County, Ohio

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: Roundabout at Cole/Beery Intersection

DATE: 7/11/2024

TI PROJECT #

ESTIMATOR: RJS

CHECKED BY: AMD

ITEM NO.	DESCRIPTION	SUPPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
CONTINGENCY AND INFLATION (25%)						\$530,809
TOTAL						\$2,553,045



OPINION OF PROBABLE PROJECT COST

Cole Street/West Street (SR 115) Roundabout



LOCATION: Allen County, Ohio

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: Roundabout at Cole/SR 115 Intersection

DATE: 7/15/2024

T PROJECT #

ESTIMATOR: RJB

CHECKED BY: AND

ITEM NO.	DESCRIPTION	SUPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LB	\$20,000.00	\$20,000.00
203E10000	EXCAVATION		4,228	CY	\$17.00	\$71,872.47
203E20001	EMBANKMENT, AS PER PLAN		425	CY	\$15.00	\$6,375.00
204E10001	SUBGRADE COMPACTION, AS PER PLAN		9,060	SY	\$1.00	\$9,060.00
623E38500	MONUMENT ASSEMBLY, TYPE C		1	EACH	\$500.00	\$500.00
633E10001	TOPSOIL FURNISHED AND PLACED, AS PER PLAN		393	CY	\$50.00	\$19,650.00
	DECORATIVE PAVN CONCRETE WALK, 6" THICK (SPLITTER ISLAND), AS PER PLAN		5,160	SF	\$10.00	\$51,600.00
					SUBTOTAL =	\$179,818.88
EROSION CONTROL						
					SUBTOTAL =	\$78,900.00
DRAINAGE						
605E11111	6" SHALLOW PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC, AS PER PLAN		3,101	FT	\$16.00	\$31,016.00
SPECIAL	DRAINAGE IMPROVEMENTS		1	LB	\$125,000.00	\$125,000.00
					SUBTOTAL =	\$156,016.00
PAVEMENT						
301E50000	ASPHALT CONCRETE BASE, PG64-22 (449)		1,257	CY	\$145.00	\$182,265.00
304E20000	AGGREGATE BASE		1,257	CY	\$50.00	\$62,847.22
407E10000	TACK COAT		830	GAL	\$2.00	\$1,659.17
442E22100	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM TYPE A (449)		314	CY	\$185.00	\$58,133.88
442E22200	ASPHALT CONCRETE INTERMEDIATE COURSE, 19 MM TYPE A (449)		524	CY	\$200.00	\$104,745.37
609E12001	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN		1,017	FT	\$33.00	\$33,551.00
609E31000	COMBINATION CURB AND GUTTER, TYPE 8		311	FT	\$50.00	\$15,550.00
609E20000	CURB, TYPE 6		1,429	FT	\$20.00	\$28,580.00
	DECORATIVE REINFORCED CONCRETE PAVEMENT, 8" THICK (TRUCK APRON), AS PER PLAN		403	SY	\$80.00	\$32,280.00
					SUBTOTAL =	\$614,322.38
WATER WORK						
					SUBTOTAL =	\$80,000.00
LIGHTING						
					SUBTOTAL =	\$100,000.00
TRAFFIC CONTROL						
					SUBTOTAL =	\$75,000.00
LANDSCAPING						
					SUBTOTAL =	\$20,000.00
RIGHT OF WAY						
	AGRICULTURAL LAND		0.88	AC	\$20,000.00	\$17,627.18
	RESIDENTIAL LAND			AC	\$40,000.00	\$0.00
					SUBTOTAL =	\$17,627.18
INCIDENTALS						
614E11000	MAINTAINING TRAFFIC		1	LB	\$50,000.00	\$50,000.00
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LB	\$10,000.00	\$10,000.00
624E10000	MOBILIZATION		1	LB	\$50,000.00	\$50,000.00
					SUBTOTAL =	\$110,000.00
DESIGN, SURVEY, & INSPECTION						
	DESIGN (20%)					\$357,212.00
	SURVEY					\$20,000.00
	CONSTRUCTION ADMIN & INSPECTION					\$60,000.00
					SUBTOTAL =	\$437,212.00
CONSTRUCTION SUBTOTAL						\$1,799,887



OPINION OF PROBABLE PROJECT COST

Cole Street/West Street (SR 115) Roundabout



LOCATION: Allen County, Ohio

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: Roundabout at Cole/SR 115 Intersection

DATE: 7/11/2024

T PROJECT #

ESTIMATOR: RJS

CHECKED BY: AMD

ITEM NO.	DESCRIPTION	SUPPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
CONTINGENCY AND INFLATION (25%)						\$449,922
TOTAL						\$2,249,509



OPINION OF PROBABLE PROJECT COST
Cole Street Corridor



LOCATION: Allen County, Ohio

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: Cole St roadway improvements between roundabouts

DATE: 7/11/2024

TJ PROJECT # _____
 ESTIMATOR: RJB
 CHECKED BY: AND

ITEM NO.	DESCRIPTION	SUPPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS	\$28,000.00	\$28,000.00
201E10000	EXCAVATION		15,289	CY	\$17.00	\$259,913.00
201E20001	EMBANKMENT, AS PER PLAN		1,627	CY	\$15.00	\$24,405.00
201E10001	SUBGRADE COMPACTION, AS PER PLAN		32,718	BY	\$1.00	\$32,718.00
601E10001	TOPSOIL FURNISHED AND PLACED, AS PER PLAN		1,190	CY	\$50.00	\$59,500.00
					SUBTOTAL =	\$185,936.00
EROSION CONTROL						
					SUBTOTAL =	\$88,000.00
DRAINAGE						
605E11111	6" SHALLOW PPE UNDERDRAINS WITH GEOTEXTILE FABRIC, AS PER PLAN		18,484	FT	\$10.00	\$184,040.00
SPECIAL	DRAINAGE IMPROVEMENTS		1	LS	\$100,000.00	\$100,000.00
					SUBTOTAL =	\$284,040.00
PAVEMENT						
301E30000	ASPHALT CONCRETE BASE, FGM-22, (449)		5,453	CY	\$145.00	\$790,685.00
304E20000	AGGREGATE BASE		5,453	CY	\$50.00	\$272,651.50
407E10000	TACK COAT		3,589	QAL	\$2.00	\$7,178.00
442E22100	ASPHALT CONCRETE SURFACE COURSE, 12.5 MM, TYPE A (449)		1,363	CY	\$155.00	\$211,265.00
442E22400	ASPHALT CONCRETE INTERMEDIATE COURSE, 19 MM, TYPE A (449)		2,272	CY	\$200.00	\$454,400.00
					SUBTOTAL =	\$1,777,180.00
TRAFFIC CONTROL						
					SUBTOTAL =	\$65,000.00
INCIDENTALS						
614E11000	MAINTAINING TRAFFIC		1	LS	\$30,000.00	\$30,000.00
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS	\$15,000.00	\$15,000.00
624E10000	MOBILIZATION		1	LS	\$45,000.00	\$45,000.00
					SUBTOTAL =	\$90,000.00
DESIGN, SURVEY, & INSPECTION						
	DESIGN (10%)					\$346,848.00
	SURVEY					\$30,000.00
	CONSTRUCTION ADMIN & INSPECTION					\$65,000.00
					SUBTOTAL =	\$441,848.00
CONSTRUCTION SUBTOTAL						\$3,119,840
CONTINGENCY AND INFLATION (26%)						\$779,980
TOTAL						\$3,899,820



OPINION OF PROBABLE PROJECT COST
Cole Street Corridor



LOCATION: Allen County, Ohio

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

WORK: Bluefick Rd roadway improvements between roundabouts

DATE: 7/17/2014
 TI PROJECT #
 ESTIMATOR: RJS
 CHECKED BY: AMP

ITEM NO.	DESCRIPTION	SUPPL. DESC.	QUANT.	UNIT	UNIT AMOUNT	TOTAL AMOUNT
ROADWAY						
201E11000	CLEARING AND GRUBBING		1	LS	\$15,000.00	\$15,000.00
203E10000	EXCAVATION		8,578	CY	\$17.00	\$145,832.30
203E20001	EMBANKMENT, AS PER PLAN		878	CY	\$16.00	\$12,067.50
204E10001	SUBGRADE COMPACTION, AS PER PLAN		18,392	SY	\$1.00	\$18,392.22
633E10001	TOPSOIL FURNISHED AND PLACED, AS PER PLAN		636	CY	\$50.00	\$31,813.50
					SUBTOTAL =	\$223,006.45
EROSION CONTROL						
					SUBTOTAL =	\$54,000.00
DRAINAGE						
605E11111	6" SHALLOW PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC, AS PER PLAN		10,340	FT	\$10.00	\$103,400.00
SPECIAL	DRAINAGE IMPROVEMENTS		1	LS	\$50,000.00	\$50,000.00
					SUBTOTAL =	\$163,400.00
PAVEMENT						
301E80000	ASPHALT CONCRETE BASE, POMA-22, (449)		3,064	CY	\$143.00	\$444,237.04
304E20000	AGGREGATE BASE		3,064	CY	\$50.00	\$153,185.19
497E10000	TACK COAT		2,022	GAL	\$2.00	\$6,044.09
442E22180	ASPHALT CONCRETE SURFACE COURSE, 22.5 MM, TYPE A (148)		788	CY	\$185.00	\$141,696.30
442E22400	ASPHALT CONCRETE INTERMEDIATE COURSE, 19 MM, TYPE A (148)		1,277	CY	\$200.00	\$255,398.84
					SUBTOTAL =	\$997,471.25
TRAFFIC CONTROL						
					SUBTOTAL =	\$36,000.00
INCIDENTALS						
614E11000	MAINTAINING TRAFFIC		1	LS	\$20,000.00	\$20,000.00
623E10000	CONSTRUCTION LAYOUT STAKES AND SURVEYING		1	LS	\$5,000.00	\$5,000.00
624E10000	MOBILIZATION		1	LS	\$25,000.00	\$25,000.00
					SUBTOTAL =	\$50,000.00
DESIGN, SURVEY, & INSPECTION						
	DESIGN (10%),					\$103,658.40
	SURVEY					\$20,000.00
	CONSTRUCTION ADMIN & INSPECTION					\$35,000.00
					SUBTOTAL =	\$158,658.40
CONSTRUCTION SUBTOTAL						\$1,744,728
CONTINGENCY AND INFLATION (25%)						\$436,181
TOTAL						\$2,180,907

