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PURCHASE AND SALE AGREEMENT
(Cedar Point Industrial Park)

Effective as of November 14, 2024 (the "Effective Date"), this Purchase and Sale Agreement ("Agreement"), by and between the **CITY OF OREGON, OHIO**, an Ohio municipal corporation duly organized and validly existing under the Constitution, the laws of the State of Ohio and its Charter (the "City"), the **OREGON ON THE BAY REGIONAL ECONOMIC DEVELOPMENT FOUNDATION**, an Ohio non-profit corporation (the "Foundation" and, together with the City, the "Seller"), and **CAPACITY, LLC**, a Florida limited liability company (the "Buyer"), has been executed by the Seller and Buyer.

RECITALS

A. The City and Foundation desire to sell certain real property located in the City, all as more particularly depicted on Exhibit A attached hereto.

B. Buyer desires to acquire the Property (as hereinafter defined) and intends to facilitate the pre-development and construction of certain infrastructure improvements in and around the Property for eventual use as a data center as approximately shown on Exhibit B (the "Project").

In consideration of the mutual covenants herein contained, and for the other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, the parties hereby agree to the foregoing and as follows:

1. REAL PROPERTY DESCRIPTIONS

A. Description. The Property to be transferred by the City to the Buyer consists of approximately 168.452 acres in the City, County of Lucas, State of Ohio, of land more particularly described on Exhibit A attached hereto (the "Land"), together and including all buildings and other improvements thereon, including but not limited to, all rights in and to any and all alleys, driveways, fixtures, easements which benefit the Land and improvements thereon (the foregoing are hereafter collectively referred to as the "Property") and generally described as the following:

a. Parcel Number 4410395 owned by the City.
b. Parcel Numbers 4409984 4410204, 4493263, and 4493264 owned by the Foundation.

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c. Parcel Numbers 4409967, 4409968, 4409969, 4409970, 4409971, 4493265, 4410114, 4409964, and 4410111 for which the Foundation has options to purchase.

B. Property Taken "AS IS". Subject to the satisfactory completion of Seller's obligation to remediate certain environmental conditions on the Property and acquire certain Property pursuant to option agreements as set forth herein, and subject to Seller's representations and warranties herein, the Buyer represents to City and Foundation that it knows or will know, has examined or will examine, and has investigated or will investigate in accordance with the terms of this Agreement to the full satisfaction of the Buyer the physical nature and condition of the Property, the improvements thereon, and the fixtures and appurtenances annexed thereto, agreed to be transferred to Buyer hereunder; that, except as expressly set forth herein, neither the Foundation, City nor any agent, attorney, employee or representative has made any representation whatsoever regarding the Property, or any part thereof, including (without limiting the generality of the foregoing) representations as to the physical nature or condition of the Property transferred to the Buyer hereunder; and that the Buyer, in executing, delivering and/or performing its duties and obligations under this Agreement, does not rely upon any statement and/or information to whomsoever made or given, directly or indirectly, verbally or in writing, by any individual, firm or corporation as to the physical nature and condition of the Property other than as expressly set forth herein. Subject to the satisfactory completion of Seller's obligation herein to remediate certain environmental conditions on the Property and such representations and warranties as are expressly set forth herein, the Buyer agrees to take the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS."

2. PRICE AND MANNER OF PAYMENT. The purchase price for the Property shall be Seventeen Million, Three Hundred Thousand Dollars and No Cents ($17,300,000.00) for approximately 168.452 acres more particularly described on Exhibit A attached hereto (the "Purchase Price") and shall be paid as follows:

a. One Hundred Thousand Dollars ($100,000.00) (together with interest thereon, the "Deposit") shall be paid by the Buyer to Mercantile Title Agency, Inc. (hereinafter referred to as "Title Company" or "Escrow Agent") having an address of 255 E. Fifth Street, Cincinnati, Ohio 45202 within five (5) business days following the execution of this Agreement by the City and Buyer.

b. The balance of the Purchase Price, plus or minus prorations, shall be payable to or at the direction of the City by the Buyer on a time and date mutually agreed upon

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by the Parties (the "Closing Date") by wire transfer or immediately available funds (the "Closing").

c. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, a portion of the Deposit equal to Two Thousand Five Hundred Dollars ($2,500.00) (the "Independent Consideration") shall be paid to the City and non-refundable to Buyer in all cases, which Independent Consideration has been bargained for and agreed upon by City and Buyer as independent and sufficient consideration for City's execution and delivery of this Agreement.

3. ADJUSTMENTS AT CLOSING. The following shall be adjusted and prorated at Closing with regards to the Property on any settlement statement prepared in connection with the Closing: (i) real estate taxes, (ii) assessments, (iii) water charges, (iv) sewer charges, (v) fuel, electricity and other utilities, to the extent and in the case where final readings cannot be made by the utility company, and (vi) any other charges incurred with respect to the Property which the Seller is obligated to pay.

The City agrees to pay the amount of the foregoing items that accrued prior to the Closing Date, and Buyer agrees that Buyer shall be responsible for the payment of all such amounts that accrue on or after the Closing Date.

Any error in the calculation of adjustments shall be corrected between the City and Buyer subsequent to Closing with appropriate credits to be given based upon corrected adjustments, provided, however, that the adjustments (except if errors are caused by misrepresentations) shall be final upon expiration of the sixtieth (60^{th}) day after Closing.

4. COSTS. Buyer shall pay the costs of all surveys, title insurance premiums, Buyer's financing costs, Buyer's attorneys' fees, and all other costs and expenses incidental to or in connection with closing the transfer of the Property from the Seller to the Buyer, except the Seller and the Buyer shall split evenly all recording fees, any real estate transfer tax, and the cost for Deed preparation.

5. PROPERTY RECORDS AND REPORTS. Within the later of five (5) business days from the Effective Date of this Agreement or its receipt of the following items, the City or Foundation will cause Buyer to receive copies, to the extent they relate to the Property and are in the possession or control of the City or Foundation, of: (i) environmental reports; (ii) results of any inspections, audits, tests, and examinations; (iii) real estate tax bills relating to the Property; and (iv) all other records pertaining to the Property (collectively, the "Property Documents").

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6. CLOSING DOCUMENTS

A. Not less than Five (5) business days before the Closing, the Seller shall deliver to the Title Company and Buyers' counsel for review the following, all signed as appropriate:

(i) One or more limited warranty deeds (collectively, the "Deed"), in form and substance reasonably acceptable to the Seller and the Buyer. The Deed shall convey the Property to Buyer together with the benefit of all easements that benefit the Property, subject to: (i) ad valorem real estate taxes and the lien of the municipal utility charges for the current year and subsequent years which are not yet due and payable, easements, conditions, restrictions and covenants of record, and matters which an accurate survey would disclose, and (ii) other items approved in writing or waived by Buyer (collectively the "Permitted Exceptions");

(ii) The City's and Foundation's affidavits stating each such entity's federal taxpayer identification number and certifying that each such entity is not a foreign person, corporation, partnership, trust or estate as defined in the Internal Revenue Code and Regulations thereunder pursuant to the Foreign Investment in Real Property Tax Act of 1980;

(iii) A certificate certifying that the Seller's representations and warranties in this Agreement are true, correct, and complete as of the date of the Closing and that the Seller has complied with all of its covenants herein; and

(iv) The Development Agreement (as defined herein) executed in counterpart by the City.

(v) Such other instruments and documents which shall be necessary in connection with the transaction contemplated herein and which do not impose any liability upon City or Foundation not expressly agreed to in this Agreement.

B. Not less than Five (5) business day before the Closing, the Buyer shall cause the Title Company to deliver to the Seller's and Buyer's respective counsel for review the following, all signed as appropriate:

(i) A Settlement Statement reflecting the Purchase Price and all prorations, credits and charges to the City and Buyer pursuant to this Agreement (the "Settlement Statement"), which the City and Buyer shall sign as such time as they have approved the same.

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(ii) At the time of Closing, Buyer shall deliver to or at the direction of the Seller the balance of the Purchase Price.

(iii) The Development Agreement (as defined herein) executed in counterpart by the Buyer.

(iv) Such other instruments and documents which shall be necessary in connection with the transaction contemplated herein and which do not impose any liability upon Buyer not expressly agreed to in this Agreement.

7. TITLE; TITLE EXAMINATION; OBJECTIONS TO TITLE

A. The Seller shall convey to Buyer title in fee simple to the Property by the Deed, subject only to the Permitted Exceptions.

B. Within ninety (90) days after the Effective Date, the Buyer shall obtain, at its sole cost, with respect to the Property, an Owner's title commitment (the "Title Commitment") issued by the Title Company or if the Title Company is not in existence any longer, such other title company mutually acceptable to City and Buyer, together with legible copies of all exception documents to the extent available. Buyer shall have the right, within one hundred twenty (120) days after the Effective Date (the "Title Contingency Date"), to examine the Title Commitment and the Survey and to identify to the City in writing those item(s), if any, which it finds objectionable. If Buyer fails to identify any objections prior to the Title Contingency Date, then all matters shown on Schedule "B" of the Title Commitment shall be deemed "Permitted Encumbrances." If Buyer makes any written objection prior to the Title Contingency Date, then, within fourteen (14) days after the City has received such written objection (the "Title Cure Period"), the City shall either (i) notify Buyer in writing that the objections will not be cured or (ii) cure such objections, have the Title Commitment and/or Survey updated to reflect such cure and give written notice thereof to Buyer.

If the Seller fails or elects not to cure an objection to title during the Title Cure Period, the Buyer shall have the right to either:

(i) waive such objection and purchase the Property, without reduction of abatement in the Purchase Price, in which event the objection shall be deemed to be a permitted encumbrance; or

(ii) terminate this Agreement by notifying the Seller thereof in writing prior to Closing and all other rights and duties of the parties under this Agreement shall cease and Buyer shall receive a full refund of the

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Deposit (other than the Independent Consideration, which shall be disbursed to City).

8. CLOSING DATE; ESCROW. Unless this Agreement is terminated as provided herein or the parties agree on an earlier date, the Closing shall occur sixty (60) days after the latest of (i) all contingencies set forth herein are satisfied or waived, (ii) any title objections raised pursuant to Section 7 are cured or waived, and (iii) the expiration or waiver of the Conditions Precedent set forth in Section 11. The Closing shall occur by escrow conducted by the Title Company.

   Upon delivery of a copy of the executed Agreement to Title Company, and acceptance of such Agreement by Title Company, the escrow shall be deemed to be "open". The parties intend that the Title Company will perform its duties in accordance with the provisions hereof, together with the provisions of any customary supplemental instructions of the Title Company mutually agreed to by the Seller, Buyer and Title Company and such other joint written instructions hereafter delivered and executed by the parties. In the event of any conflict between the provisions of the supplemental instructions and the text of this Agreement, the provisions of this Agreement shall control.

9. POSSESSION. Buyer shall have possession and occupancy of the Property from and on the date of delivery of the Deed at Closing.

10. BROKER'S COMMISSION. Each party to this Agreement each represents to the other that there are no fees or commissions due as a result of their employment of any broker. Buyer agrees to indemnify the City and Foundation for any and all claims and expenses, including legal fees, if any fee or commission is determined to be due by reason of the employment of any broker by the Buyer. This representation and indemnity shall survive the Closing and any termination of this Agreement.

11. CONDITIONS PRECEDENT

    A. BUYER'S CONTINGENCY PERIOD. Buyer shall have a period commencing on the Effective Date and ending one hundred twenty (120) days after the Effective Date (the "Contingency Period") within which to review and inspect the Property, including, but not limited to, structural, environmental, legal, economic aspects and such other matters as Buyer shall deem reasonably necessary or appropriate in connection with the Property. If Buyer determines that it does not wish to purchase the Property for any reason whatsoever, or for no reason at all, and notifies the City of such decision in writing within the Contingency Period, this Agreement shall be terminated and Buyer shall receive a full refund of the Deposit (other than the Independent Consideration, which shall be disbursed to City). Buyers' failure to object in writing

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within the Contingency Period shall be deemed a waiver by Buyer of the conditions contained in this Section.

B. ZONING CONTINGENCY. City and Foundation shall have a period commencing on the Effective Date and ending two hundred seventy (270) days after the Effective Date (the "Zoning Contingency Period") to obtain from all applicable authorities the necessary variances and zoning approvals for the Property to allow a data center development and corresponding onsite power generation (the "Zoning Contingency"). Buyer shall cooperate with and support City and Foundation in obtaining all necessary approvals and achieving the Zoning Contingency. In the event the Zoning Contingency is not satisfied in a manner acceptable to Buyer by the end of the Zoning Contingency Period or the applicable authorities have voted to deny the necessary variances or zoning as determined in Buyer's sole discretion, the Buyer may terminate this Agreement and Buyer shall receive a full refund of the Deposit (other than the Independent Consideration, which shall be disbursed to City). In the event voters appeal and reverse the zoning change through public referendum after the Zoning Contingency Period but prior to Closing, then Buyer may terminate this Agreement and Buyer shall receive a full refund of the Deposit (other than the Independent Consideration, which shall be disbursed to City), or Buyer shall have the right to close on any parcels that prior to Closing are zoned or rezoned Commercial-Industrial and Advanced Manufacturing in the City's zoning ordinance. In this event, and except for the Option Agreements as defined in Exhibit C which shall be subject to Section 2.C, the Purchase Price shall be reduced at an amount equivalent to $94,167.26 per acre for all parcels not in either zoning district.

C. PIPELINE CONTINGENCY. Buyer shall have a period commencing on the Effective Date and ending two hundred seventy (270) days after the Effective Date (the "Pipeline Contingency Period") to obtain from all applicable authorities the necessary infrastructure permitting approvals and the necessary right-of-way for installing a natural gas pipeline to the Property (the "Pipeline Contingency"). Seller shall cooperate with Buyer in obtaining the approvals required for the Pipeline Contingency. In the event the Pipeline Contingency is not satisfied in a manner acceptable to Buyer by the end of the Pipeline Contingency Period or the applicable authorities have denied the necessary permits, the Buyer may terminate this Agreement and Buyer shall receive a full refund of the Deposit (other than the Independent Consideration, which shall be disbursed to City).

D. EMMISSIONS CONTINGENCY. Buyer shall have a period commencing on the Effective Date and ending three hundred sixty (360) days after the Effective Date (the "Emissions Contingency Period") to obtain from all applicable authorities the necessary emission permitting and state registration for onsite generation for

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installing natural gas power modules on the Property to service the Project (the "Emissions Contingency"). Seller shall cooperate with Buyer in obtaining the approvals required for the Emissions Contingency. In the event the Emissions Contingency is not satisfied in a manner acceptable to Buyer by the end of the Emissions Contingency Period or the applicable authorities have denied the necessary permits and registration, the Buyer may terminate this Agreement and Buyer shall receive a full refund of the Deposit (other than the Independent Consideration, which shall be disbursed to City).

E. PPA CONTINGENCY. Buyer shall have a period commencing on the Effective Date and ending three hundred sixty (360) days after the Effective Date (the "PPA Contingency Period") to determine a site for a new natural gas power plant to service the Project, obtain a Power Purchase Agreement ("PPA") with a power plant developer and operator, and secure behind-the-meter financing for the power plant (the "PPA Contingency"). In the event the PPA Contingency is not satisfied in a manner acceptable to Buyer by the end of the PPA Contingency Period, the Buyer may terminate this Agreement and Buyer shall receive a full refund of the Deposit (other than the Independent Consideration, which shall be disbursed to City).

F. ENVIRONMENTAL MITIGATION. Within thirty (30) days of the Effective Date the City shall apply for Ohio Department of Natural Resources ("ODNR") and Environmental Protection Agency ("EPA") funding for the remediation of the Property in accordance with the recommendations made in the Phase I and Phase II Environmental Site Assessments performed prior to September 27, 2024 (the "Environmental Mitigation Contingency"). In the event that funding is insufficient in total to remediate the site, Seller shall either complete the work with its own funds and with no reduction to the Purchase Price or request that Buyer pay the difference between the funded amount and the actual costs. Upon such request, Buyer may elect to (i) pay the cost of such difference, (ii) accept the Property with mitigation completed only up to the amount funded by ODNR and proceed to Closing, or (iii) terminate this Agreement and receive a full return of the Deposit. In the event the Environmental Mitigation Contingency is not satisfied in a manner acceptable to Buyer prior to Closing, the Buyer may (i) waive the Environmental Mitigation Contingency or (ii) terminate this Agreement and receive a full refund of the Deposit (other than the Independent Consideration, which shall be disbursed to City).

G. OPTIONS AND PROPERTY ACQUISITION.

a. Buyer acknowledges that the City and Foundation do not currently own all the Property and are parties to certain agreements to purchase remaining portions of the Property as described in Exhibit C (the "Option Agreements").

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The Seller will work to acquire all of the Property and exercise the Option Agreements prior to the date of the Closing.

b. In the event the City and/or Foundation are unable to acquire the remaining Property or exercise the Option Agreements, the Buyer may elect to do any of the following in its sole discretion:

i. terminate this Agreement and receive a full refund of the Deposit (other than the Independent Consideration, which shall be disbursed to City);

ii. proceed to Closing and exclude the portion of the Property subject to Option Agreements to which Seller does not hold title at Closing and reduce the Purchase Price by the amount attributable to the property subject to options not being conveyed to the Buyer in the amount(s) corresponding to such options as set forth on Exhibit C; or

iii. reduce the Purchase Price at Closing by the amount attributable to the property subject to options not being conveyed to the Buyer in the amount(s) corresponding to such options as set forth on Exhibit C and require the Seller to convey the Property subject to Option Agreements to which Seller does not hold title post-closing under a separate agreement mutually agreeable to Buyer and Seller at the same prices.

iv. in the event of termination of this Agreement pursuant to this paragraph, no parties shall have any further obligations to another party (other than those herein that expressly survive termination).

H. ECONOMIC DEVELOPMENT AGREEMENT. The City and the Buyer shall work in good faith to negotiate the terms and conditions of an "Economic Development Agreement" and enter into an Economic Development Agreement in form and substance satisfactory to the Buyer and the City prior to Closing (the "EDA Contingency"). The terms and conditions of the Economic Development Agreement may include any incentives, tax abatements, property development performance milestones and any other pertinent terms to ensure all parties have adequately met the expectations of the successful development of the Property. The Buyer acknowledges that approval by the City Council of the City of Oregon, Ohio (the "City Council") is required for the City to enter into the Economic Development Agreement and that such approval is in the discretion of the City Council. Seller acknowledges that Buyer intends to sell the Property after Closing and Buyer reserves the right to involve other parties in the negotiations of the Economic Development Agreement or substitute such parties in its place in its sole discretion. In the event the EDA

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Contingency is not satisfied in a manner acceptable to Buyer and the City prior to Closing, the Buyer may (i) exercise a one-time right to extend the Closing Date by 90 days, or (ii) terminate this Agreement and Buyer shall receive a full refund of the Deposit (other than the Independent Consideration, which shall be disbursed to City).

I. ACCESS. To facilitate the due diligence during the Contingency Period, the City will provide Buyer and Buyer's agents and representatives access to the Property within a reasonable period of time after receiving Buyer's request for such access. Buyer will conduct any such physical inspections, tests, examinations, studies, and appraisals only on regular business days during the standard business hours subject to the conditions set forth in this Agreement. Seller understands that Buyer intends to sell the Property after the acquisition, and Seller agrees that Buyer's prospective purchasers, prospective assignees, and other parties engaged by the Buyer or such prospective purchasers or assignees shall have the same rights of access hereunder as the Buyer.

J. INSPECTION PROCESS AND INDEMNITY

(i) Buyer, Upterra Group, LLC and HighGround Commercial Investments, LLC (collectively, the "Guarantors") shall indemnify and hold the City and Foundation harmless from and against any liens, claims, or damages including, without limitation, any and all demands, actions or causes of action, assessments, losses, costs, liabilities, interest and penalties, and reasonable attorneys' fees suffered or incurred by the City or Foundation as a result of the actions of Buyer or Buyer's agents or representatives in the conduct of the review. Guarantors will, to the extent practicable, repair or cause to be repaired any damages caused by the actions of Buyer or Buyer's agents and representatives in the conduct of the review. Notwithstanding anything set forth herein to the contrary, the indemnification obligations of the Guarantors in this Section will survive the termination of this Agreement and Closing for any reason.

(ii) In conducting any inspections, investigations or tests of the Property, Buyer, and its respective agents and representatives shall: (i) not materially interfere with the operation and maintenance of the Property; (ii) not damage any part of the Property; (iii) not injure or otherwise cause bodily harm to the City or their agents, guests, invitees, contractors and employees or any tenants or their respective guests or invitees; (iv) comply with all applicable laws applicable to such inspections, investigations or tests; (v) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (vi) not permit any liens to attach to the Property by reason

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of the exercise of its rights hereunder; and (vii) repair any damage to the Property resulting directly or indirectly from any such inspection or tests. Buyer's obligations under this paragraph shall survive both the termination of this Agreement and the Closing.

(iii) Buyer shall provide the Seller with twenty-four (24) hours prior written notice of any inspection or test and, with respect to any intrusive inspection or test (i.e., core sampling or drilling), and must obtain the Seller's prior written consent (which consent may be given, withheld or conditioned in the City's sole discretion), (ii) prior to performing any inspection or test, Buyer must deliver a certificate of insurance to the Seller evidencing that it has in place reasonable amounts of comprehensive general liability insurance and workers compensation insurance for its activities (and the activities of and their respective contractors, agents and representatives) on the Property, and in terms and for amounts equal to at least $1,000,000 per occurrence, $2,000,000 aggregate any accident arising in connection with the presence of them, its contractors, agents and representatives on the Property and, which insurance shall name the Seller as additional insureds thereunder. Buyer shall bear the entire cost of all such inspections or tests performed by or on its behalf, and shall be responsible for the disposal of any wastes generated by those tests in accordance with all applicable laws.

(iv) If this Agreement terminates for any reason, Buyer shall promptly return and/or deliver to the City all due diligence materials, including third party reports, received by it and concerning the Property.

12. SELLER REPRESENTATIONS. Seller makes, as of the Effective Date, the following representations and warranties to Buyer, but which representations and warranties shall be updated as of the Closing Date pursuant to Seller's Closing Certificate (subject to Seller's knowledge only where explicitly set forth below as limited by such knowledge).

a. Organization and Authority. The City is duly organized and is validly existing and in good standing as a municipal corporation under the laws of the State of Ohio. The Foundation is duly organized and is validly existing and in good standing as a nonprofit corporation under the laws of the State of Ohio. Seller has the full right and authority to enter into this Agreement and to transfer the Property pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein. The person signing this Agreement on behalf of Seller is authorized to do so. Neither the execution and delivery of this Agreement nor any other documents executed and delivered, or to be executed and delivered, by Seller in connection with the transactions described herein, will violate (i) any

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provision of Seller's organizational documents or (ii) any material agreements, regulations, or laws to or by which Seller is bound. This Agreement has been duly authorized, executed and delivered by Seller, and, assuming the due execution and delivery of this Agreement by Buyer, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

b. Pending Actions. No action, suit, arbitration, administrative or judicial proceeding, or unsatisfied order or judgment is pending or, to Seller's knowledge, threatened against the Property or the Seller in relation to the Property or which otherwise pertains to the Property or the transaction contemplated by this Agreement.

c. Condemnation. Seller has not received notice of, nor to the best of Seller's knowledge is there, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof or concern the widening, change of grade or limitation on the use of streets abutting the Property. Seller shall, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Buyer written notice thereof.

d. No Assessments. To Seller's knowledge, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year, if any, that are not currently due and payable), whether or not they have become liens; and Seller shall notify Buyer upon learning of any such assessments.

e. Existing Agreements; Service Contracts. There are no leases, service contracts, maintenance contracts, management agreements, licenses, occupancy agreements or other agreements or understandings relating to the Property.

f. Environmental Matters. Except as may be set forth in that certain Phase I Environmental Site Assessment prepared by CT Consultants and dated _____ and that certain Phase II Environmental Site Assessment prepared by CT Consultants and dated _____ (collectively, the "Environmental Reports"), (i) Seller has not received written notice from any governmental authority, neighboring property owner or other party asserting any violation of Environmental Laws related to the Property which has not been cured or corrected as of the Effective Date, (ii) Seller has not commissioned any study or

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investigation relating to the presence or absence of Hazardous Materials on the Property, (iii) to Seller's knowledge, no areas on the Property exist where Hazardous Materials have been generated, disposed of, released or found, (iv) Seller has no knowledge of the existence of any areas for the storage or disposal of any Hazardous Materials on the Property, and (v) to Seller's knowledge, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, and the Property previously has not been used as a landfill or as a dump for garbage or refuse. All of the recommendations and requirements set forth in the Environmental Reports have been implemented or will be implemented by the City and the Foundation to the extent defined in Section 11(F) of this Agreement prior to the Closing Date. The term "Environmental Laws" as used herein includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement applicable to the Property, and all applicable state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate hazardous or toxic substances and materials. The term "Hazardous Materials" as used herein includes petroleum (including crude oil or any fraction thereof) polychlorinated bi-phenyls (PCBs), asbestos, lead-based paint, and any substance, material, waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Laws.

g. Conflicts. There is no agreement to which Seller is a party, or binding on Seller, which is in conflict with this Agreement.

h. Contractors and Suppliers. All contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor for or supplied material to Seller with respect to the Property have been paid in full, and all liens arising from any such services, labor or materials (or claims with which the passage of time or notice or both could mature into liens) have been satisfied and released.

i. Tenants, Licensees and Permittees. There are no tenants, licensees or permittees that have an interest in or any right to occupy all or any portion of the Property.

j. Assessments. Seller has received no written notice that there are unpaid and delinquent assessments, municipal liens, special assessments for public improvements, impositions or increases in assessed valuations to be made against the Property.

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k. Appeals. Seller is not contesting or appealing any real estate taxes with respect to the Property.

l. Property Documents. Seller has delivered true, complete and correct copies of all Property Documents. Seller has no knowledge of any material untrue facts or omissions in the Property Documents.

m. No Other Agreements. Seller has not entered into, and to Seller's knowledge, there are no other agreements that grant a commitment, option, right of first refusal or any other such agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property, other than the Underlying Contract.

n. Utilities and Access. The Property has access for ingress and egress which does not require the use of any easement and access to utilities (including water, sewer, and electrical).

o. Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in this Section 12 shall survive Closing for a period of twelve (12) months, unless notice setting forth a specific claim under any such representation or warranty shall be given to Seller within that period, in which case such representation or warranty shall survive until such claim is finally and fully resolved.

13. SELLER COVENANTS. Seller hereby covenants with Buyer, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

a. Provide Copies of Notices. Seller shall furnish Buyer with a copy of all written notices received by Seller from any governmental authority or other party of any violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Property within five (5) business days following Seller's receipt thereof, but, if received by such date, in no event later than five (5) business days prior to the Closing Date.

b. Execution of New Contracts; Termination of Existing Agreements. Seller shall not without Buyer's prior written consent in each instance (which consent may be withheld in Buyer's sole discretion), enter into, amend, modify, extend or renew any contract, lease, license, occupancy agreement or other agreement that will be an obligation affecting the Property or binding on Buyer after the Closing.

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c. Disposition of the Property and Other Matters. For so long as this Agreement remains in force, Seller shall not sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber (including easements, licenses, or any other access rights) or dispose of, the Property (or any interest or estate therein), or, except in accordance with the obligations set forth herein, change or request a change in the zoning classification of the Property or any development restrictions applicable to the Property, or consent to or acquiesce in any of the foregoing, unless otherwise stated in this Agreement; or list the Property with any broker or otherwise solicit or make or accept any offers to sell or exchange the Property, engage in any discussions or negotiations with any third party with respect to the sale, exchange or other disposition of the Property, or enter into any letters of intent, contracts or other agreements (whether or not binding) regarding the sale, exchange or other disposition of the Property.

14. ASSIGNMENT. Buyer shall have the right to assign this contract without restriction.

15. NOTICE. Any notices, communications, requests or consents which may be given or are required to be given under the terms of this Agreement shall be in writing and shall be sent (i) by certified mail return receipt requested, (ii) Federal Express (or other nationally recognized overnight service), or (iii) by facsimile or electronic mail, if confirmed by a copy sent overnight courier to the City, or the Buyer, as the case may be, at such party's address, as set forth in this Section. Such notice, communication, request or consent shall be deemed to have been given (a) on the third (3rd) business day after deposit in the U.S. Mail, Certified or (b) on the first (1st) business day after delivery to the custody of a nationally recognized overnight courier service or (c) on the date sent by facsimile or electronic mail if confirmed as hereinabove provided. Any party may designate any other name or address to receive notices.

To the City:
City of Oregon, Ohio
5330 Seaman Road
Oregon, Ohio 43616
Attention: Law Director
Email: mpurpura@oregonohio.org

With a copy to:
Russell Balthis
Squire Patton Boggs (US) LLP
1000 Key Tower
127 Public Square
Cleveland, OH 44114
Email: russell.balthis@squirepb.com

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To Buyer: Capacity, LLC
12355 Sunrise Valley Drive,
Suite 120, Reston, VA 20191
John.martin@upterragroup.com

With copy to: Andrew M. Gammill, Esq.
Dinsmore & Shohl
191 W. Nationwide Blvd., Suite 200
Columbus, Ohio 43214
Email: andrew.gammill@dinsmore.com

16. APPLICABLE LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Ohio.

17. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and any and all prior understandings or agreements, whether written or oral, are hereby merged into this Agreement. This Agreement cannot be modified except by a written instrument signed by the parties hereto.

18. BINDING AGREEMENT. This Agreement shall not be binding or effective until properly executed by all parties.

19. DEFAULT

A. In the event that the City defaults in its obligations pursuant to this Agreement, Buyer's remedies shall be: (i) cancellation of this Agreement, or (ii) specific performance.

B. In the event that Buyer defaults in its obligations pursuant to this Agreement, the City's remedies shall be: (i) cancellation of this Agreement; and (ii) recovery of its out-of-pocket costs incurred in connections with the preparation or performance of this Agreement.

C. In no event shall any Party be entitled to any damages for breach of this Agreement, except as specifically set forth in this Section. In no event shall any Party be entitled to punitive or consequential damages for the breach of this Agreement.

20. CONDITIONS TO THE SELLER'S AND BUYER'S OBLIGATIONS. The Seller's and Buyer's obligations to close hereunder, in addition to any and all other applicable conditions set

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forth in this Agreement, shall be subject to the satisfaction of each of the following conditions, any one or more of which may be waived by the Seller or Buyer in writing:

A. At the Closing, there shall be no known and undisclosed unpaid bills or claims in connection with any repair of the Property or the improvements thereon.

B. From the date hereof until the Closing, there shall not have occurred any material adverse change to the physical condition or operation of the Property, or any part thereof.

C. The Seller and Buyer shall have obtained all governmental approvals required in connection with the transfer contemplated hereby, except for any approvals which cannot be granted until after transfer of title.

D. No condemnation or similar action or proceeding shall have been threatened or instituted against the Property or any portion thereof.

21. TAX FREE EXCHANGE. If any Party (the "Advising Party") advises another party (the "Non-Advising Party") of its intention to seek to effect a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code (an "Exchange"), in connection with the transaction contemplated in this Agreement, the Non-Advising Party agrees to cooperate with the Advising Party in seeking to effect the Exchange, provided that (a) the Non-Advising Party shall not be required to incur any additional cost, liability, risk or obligation in doing so and (b) in no event will the Exchange or the Advising Party's efforts to effect the same delay the Closing.

22. EXTENT OF COVENANTS; LIMITED OBLIGATIONS. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the Parties hereto in their individual capacity, and neither the members of the City Council nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of the Buyer or Foundation, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the City, Foundation or the Buyer contained in this Agreement. Any obligation of the City created by or arising out of this Agreement (or breach thereof) shall never constitute a general obligation, debt or bonded indebtedness, or a pledge of the general credit, of the City or give rise to any pecuniary liability of the City.

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23. COUNTERPARTS/FACSIMILES. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart hereof by facsimile or in electronic format shall be effective as manual delivery of such counterpart.

(Signature Lines Found on Next Pages)

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IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement to be executed as of the day and date first above written.

CITY:

CITY OF OREGON, OHIO

By: Michael J. Seferian
Michael J. Seferian, Mayor

Date: 13 NOV 2024

Approved as to form:

Melissa Purpura
Melissa Purpura, Law Director

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IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement to be executed as of the day and date first above written.

FOUNDATION:

OREGON ECONOMIC DEVELOPMENT FOUNDATION, an Ohio non-profit corporation

By: _____

Print Name: TIMOTHY G. PEDRO

Title: PRESIDENT

Date: NOV. 13, 2024

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IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement to be executed as of the day and date first above written.

BUYER:

CAPACITY, LLC
a Florida limited liability company

By: Signed by: John D. Martin
3D8654A9A57E493...

Print Name: John D. Martin

Title: Managing Director

Date: 11/14/2024

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IN WITNESS WHEREOF, the parties hereto have caused this Purchase and Sale Agreement to be executed as of the day and date first above written.

The following parties sign this Agreement solely for the purposes of agreeing to their obligations in Section 11(J).

GUARANTORS:

UPTERRA GROUP, LLC

Signed by:
By: John D. Martin
3D8654A9A57E493...

Print Name: John D. Martin

Title: Managing Director

Date: 11/14/2024

HIGHGROUND COMMERCIAL INVESTMENTS, LLC

Signed by:
By: H. Gabriel Uhrig
040430C7E234473...

Print Name: H. Gabriel Uhrig

Title: Managing Director

Date: 11/14/2024

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Initial HGU

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EXHIBIT A

Legal Description

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EXHIBIT A

Legal Description

Parcel 4410395

Being part of the East 18 acres of the Northwest Quarter and the West 55 acres of the Northeast Quarter of Section 35, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio, bounded and described as follows:

COMMECING at a Railroad Spike found at the southwest corner of said Northwest Quarter of Section 35;

1. **Thence North 89 degrees 06 minutes 10 seconds East a distance of 2349.19 feet, along the south line of said Northwest Quarter of Section 35, being the centerline of Corduroy Road to the southeast corner of Cedar Point Development Park, Plat 1, and being the true POINT OF BEGINNING;**

2. **Thence North 00 degrees 48 minutes 40 seconds West a distance of 1647.14 feet, along the easterly line of said Cedar Point Development Park, Plat 1, as recorded in Official Record 20060721-0048288, and passing by a 1/2 inch diameter Iron Pipe Found 0.80 feet west, on the northerly right of way line of said Corduroy Road at 30.00 feet and a bent Iron pin found 0.30 feet east on the northerly right of way line heading west at 50.00 feet, to a 5/8 inch capped iron pin found at the southwesterly corner of a parcel conveyed to the City of Oregon by Instrument 20210312-0012682, Lucas County Records;**

3. **Thence North 89 degrees 08 minutes 20 seconds East a distance of 1204.69 feet, along the southerly line of said City of Oregon parcel and the southerly line of a parcel conveyed to the City of Oregon by Instrument 20210312-0012681, Lucas County Records, to a 5/8 inch capped iron pin set at the southeasterly corner of said City of Oregon parcel, on the East line of the West 55 acres of the Northeast Quarter of said Section 35;**

4. **Thence South 00 degrees 46 minutes 42 seconds East a distance of 1646.38 feet, along said East line of the West 55 acres of the Northeast Quarter of Section 35, and passing through a 5/8 inch diameter capped iron pin found on the northerly right of way line of Corduroy Road at 1616.38 feet, to a point on the South line of said Northeast Quarter of Section 35;**

5. **Thence South 89 degrees 06 minutes 10 seconds West a distance of 903.93 feet, along said South line of the Northeast Quarter of Section 35 and the centerline**

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of Corduroy Road, to the Center of said Section 35;

6. Thence continuing South 89 degrees 06 minutes 10 seconds West a distance of 299.82 feet, along the South line of the Northwest Quarter of said Section 35 and centerline of Corduroy Road to the POINT OF BEGINNING, containing 45.525 acres, more or less, being the South 22.7625 acres of Lucas County Auditor's Permanent Parcel No.4410281 including 0.415 acres within the right of way of Corduroy Road, and the South 22.7625 acres of Lucas County Auditor's Permanent Parcel. No.4411051, including 0.415 acres within the right of way of Corduroy Road, Subject to all highways, easements and restrictions of record.

Being part of a combination of parcels conveyed to Gary A. Johlin and Carol Johlin-Greenhoff by Official Records 20101019-0043373, 20101019-0043379, 20131011-0054074 and Deed Record 83-063C06.

This description was prepared by The Mannik Smith Group on December 21, 2022 and is based on a survey and record deeds.

Bearing controlis based on the State Plane Coordinate System NAD83 (Ohio North Zone).

Jon D. Bruner
Professional Surveyor #7098
Mannik Smith Group Inc.
1800 Indian Wood Circle
Maumee, Ohio 43537

TD 44-10395
Property Address: 0 Corduroy Road, Oregon, OH 43616

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Parcel 4409984

The South ten (10) acres of the East one-half (1/2) of the Southeast quarter (1/4) of Section twenty-six (26), Town nine (9) South, Range eight (8) East in the City of Oregon, Lucas County, Ohio, also:

the North thirty (30) acres of the East fifty (50) acres of the Northeast quarter (1/4) of Section thirty-five (35), Town nine (9) South, Range eight (8) East in the City of Oregon, Lucas County, Ohio.

TD 44-09984

LESS AND EXCEPT

A parcel of land being part the Southeast Quarter of Section 26, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio and being more particularly described as follows:

Commencing at a found 3/4 inch diameter iron pipe marking the Southeast Corner of Section 26;

thence South 89° 08' 30" West, on the South Line of the Southeast Quarter of Section 26, a distance of 830.86 feet to a found capped iron pin marking the Northeast Corner of the West 30 Acres of the East Half of the Northeast Quarter of Section 35 and the **True Point of Beginning** of the parcel herein described;

thence continuing South 89° 08' 30" West, on the South Line of the Southeast Quarter of Section 26, a distance of 239.00 feet to a typical 5/8 inch diameter by 30 inch long capped iron pin inscribed with "JC Andrus & Assoc" set;

thence North 79° 56' 25" East, a distance of 75.00 feet to a typical capped iron pin set;

thence North 58° 54' 42" East, a distance of 75.00 feet to a typical capped iron pin set;

thence North 39° 47' 45" East, a distance of 71.25 feet to a typical capped iron pins set;

thence North 14° 20' 05" East, a distance of 110.00 feet to a typical capped iron pin set;

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thence North 00° 47' 55" West, a distance of 112.00 feet to a typical capped iron pin set on the South Line of Wynnscape as recorded in Volume 129 of Plats, Page 26;

thence North 89° 08' 30" East, on the South Line of Wynnscape, and passing a typical capped iron pin set at a distance of 10.00 feet at the intersection of the West Line of Wynnscape Drive (60 feet wide) extended Southerly with the South Line of Wynnscape, a total distance of 100.00 feet to a typical capped iron pin set;

thence South 00° 47' 55" East, a distance of 180.00 feet to a typical capped iron pin set;

thence South 11° 54' 14" West, a distance of 55.50 feet to a typical capped iron pin set;

thence South 25° 09' 23" West, a distance of 55.50 feet to a typical capped iron pin set;

thence South 44° 28' 53" West, a distance of 54.00 feet to the **True Point of Beginning**, containing 0.896 acres of land, more or less, and subject to legal highways, zoning restrictions, and easements of record.

The above description is based on an actual field survey performed by David A Andrus P.S. #7322 on November 25, 2019 and being J.C. Andrus & Associates Inc. survey 19s13078B.

The above described parcel is presently part of Parcel 4409984.

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Parcel 4410204

All that part of the West half of the Northeast quarter of section Number Thirty-Five (35) in Township Number Nine (9) South, Range Number (8) East which lies East of a line parallel to and Fifty-five (55) Rods East of the West line of said West half of said Northeast quarter of said Section Number Thirty-Five (35) being Twenty-five (25) acres of land more or less in the City of Oregon, formerly Oregon Township, Lucas County, Ohio.

Subject to all legal highways.

LESS AND EXCEPT

A parcel of land being part of the West Half of the Northeast Quarter of Section 35, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio and being more particularly described as follows:

Commencing at a found 1/4 inch pipe marking the Northeast Corner of Section 35;

thence South 89° 08' 29" West, on the North Line of the Northeast Quarter of Section 35, and passing a typical 5/8 Inch diameter by 30 inch long capped iron pin inscribed with "JC Andrus & Assoc" at a distance of 830.86 feet, a total distance of 1324.05 feet to a typical capped iron pin set at the Northeast Corner of the West Half of the Northeast Quarter of Section 35 and the True Point of Beginning of the parcel herein described;

thence South 00° 48' 05" East, on the East Line of the West Half of the Northeast Quarter of Section 35, a distance of 100.00 feet to a typical capped iron pin set;

thence South 89° 08' 29" West, on a line being parallel with the North Line of the Northeast Quarter of Section 35, a distance of 242.00 feet to a typical capped iron pin set;

thence South 66° 09' 42" West, a distance of 126.98 feet to a typical capped iron pin set;

thence South 25° 51' 03" West, a distance of 129.21 feet to a typical capped iron pin set on the East Line of the West 55 Rods of the West Half of the Northeast Quarter of Section 35;

thence North 00° 44' 42" West, on the East Line of the West 55 Rods of the West Half Of the Northeast Quarter of Section 35, a distance of 265.00 feet to a typical capped iron pin set on the North Line of the Northeast Quarter of Section 35;

thence North 89° 08' 29" East, on the North Line of the Northeast Quarter of Section 35, a distance of 416.55 feet to the True Point of Beginning, containing 1.165 acres of land, more or less and subject to legal highways, zoning restrictions, and easements of record.

The above description is based on an actual field survey performed by David A Andrus P.S, #7322 on August 8, 2019 and being J.C. Andrus & Associates Inc. survey 19s13078.

The above described parcel is presently part of Parcel 44-10204.

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Parcel 4493263

Lot 1 of Cedar Point Development Park Plat 1, City of Oregon, Lucas County, Ohio
In accordance with OR 20060721-0048288

Parcel 4493264

Lot 2 of Cedar Point Development Park Plat 1, City of Oregon, Lucas County, Ohio
In accordance with OR 20060721-0048288

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Parcel 4409967

The East one-half (1/2) of that part of the east fifty (50) acres of the northeast quarter (1/4) of Section thirty-five (35), Town nine (9) South, Range Eight (8) East in the City of Oregon, Lucas County, Ohio, lying south of the north thirty (30) acres. Subject to legal highways, excepting therefrom the North five (5) acres of the East one-half (1/2) of that part of the East fifty (50) acres of the Northeast quarter (1/4) of Section thirty-five (35), Town nine (9) South Range eight (8) East, in the City of Oregon, Lucas County, Ohio, lying South of the North thirty (30) acres, which said premises are also described as:

Part of the East fifty (50) acres of the Northeast quarter (1/4) of Section thirty-five (35), Town nine (9) South, Range eight (8) East, City of Oregon, Lucas County, Ohio, bounded and described as follows:

Commencing at the Southeast corner of the Northeast quarter (1/4) of said Section Thirty-five (35); thence North along the East line of said Section thirty-five (35), a distance of five hundred twenty-nine and nineteen hundredths (529.19) feet to the point of beginning; thence North eighty-nine (89) degrees fifty-four (54) minutes thirteen (13) seconds West a distance of four hundred fourteen and sixty-five hundreds (414.65) feet to a point on the West line of the East One-half (1/2) of the parcel lying South of the North thirty (30) acres of the East fifty (50) acres of the Northeast quarter (1/4) of said Section thirty-five (35); thence North along said West line a distance of five hundred thirty and eighteen hundredths (530.18) feet to a point on the South line of the North thirty (30) acres of the East fifty (50) acres of the Northeast quarter (1/4) of said Section thirty-five (35); thence south eighty-nine (89) degrees forty-six (46) minutes one (1) second East along the said South line of distance of four hundred fourteen and sixty-five hundredths (414.65) feet to a point on the East line of said Section thirty-five (35); thence South along said East line a distance of five hundred twenty-nine and nineteen hundredths (529.19) feet to the point of beginning.

LESS AND EXCEPT:

Part of the East 50 acres of the Northeast 1/4 of Section 35, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 35; thence North 00° 00' 00" East a distance of 329.19 feet to the point of BEGINNING; thence North 89° 54' 13" West a distance of 414.65 feet to a point on the West Line of the East 1/4 of the south 20 acres of the East 50 acres of the Northeast 1/4 of said Section 35; thence North 00° 00' 00" East along the last described line, a distance of 200.00 feet to a point; thence South 89° 54' 13" East a distance of 414.65 feet to a point on the East Line of the Northeast 1/4 of said Section 35; thence South 00° 00' 00" West along the East Line of the Northeast 1/4 of said Section 35, a distance of 200.00 feet to the point of BEGINNING; containing 1.904 acres of land more or less and subject to legal highways.

FURTHER LESS AND EXCEPT:

Part of the East 50 Acres of the Northeast 1/4 of Section 35, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio, bounded and described as follows:

Commencing at the southeast corner of the Northeast 1/4 of said Section 35; thence South 89° 57' 30" West, along the south line of the Northeast 1/4 of said Section 35, a distance of 214.65 feet to the point of BEGINNING; thence continuing South 89° 57' 30" West, along the south line of the Northeast 1/4 of said Section 35, a distance of 200 feet to a point; thence North 00° 00' 00" East, along the West Line of the East 1/4 of the south 20 acres of the East 50 acres of the Northeast 1/4 of said Section 35, a distance of 330.19 feet to a point; thence South 89° 54' 13" East a distance of 200.00 feet to a point; thence south 00° 00' 00" West a distance of 329.71 feet to the point of BEGINNING; containing 1.515 acres of land more or less and subject to legal highways.

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Parcel 4409968

Part of the East 50 acres of the Northeast 1/4 of Section 35, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio, bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of said Section 35; thence NORTH along the East line of said Section 35 a distance of 529.19 feet to the point of BEGINNING; thence N. -89°-54'-13"-W. a distance of 414.65 feet to a point on the West line of the East 1/2 of parcel lying South of the North 30 acres of the East 50 acres of the Northeast 1/4 of said Section 35; thence NORTH along said West line a distance of 530.18 feet to a point on the South line of the North 30 acres of the East 50 acres of the Northeast 1/4 of said Section 35; thence S. -89°-46'-01"-E. along the said South line a distance of 414.65 feet to a point on the East line of said Section 35; thence SOUTH along said East line a distance of 529.19 feet to the point of BEGINNING, containing 5.04 acres of land more or less, subject to legal highways.

The above mentioned bearings are assumed and are for determining angular differences only.

Subject to: Easements and restrictions of record, zoning ordinances, and taxes and assessments due and payable after date hereof.

Prior instrument reference: Volume 2682 2682 page 208 210

Parcel 4409969

Part of the East 50 acres of the Northwest ¼ of Section 35, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio, bounded and described as follows: Commencing at the Southwest corner of the Northeast ¼ of said section 35;thence N 00degrees 00' 00" E along the East line of said Section 35, a distance of 529.19 feet to the point of BEGINNING; thence N 89degrees 54' 13" W. a distance of 414.65 feet to a point on the West line of the East ½ of the South 20 acres of the East 50 acres of the Northeast ¼ of said section 35; thence N 00degrees 00' 00" E along said West line, a distance of 230.00 feet to a point; thence S 89degrees 54' 13" E, a distance 414.65 feet to a point on the East line of said section 35; thence S 00degrees 00' 00" W along the East line of said section 35, a distance of 230.00 feet to the point of BEGINNING. Subject to legal highways and subject to a perpetual easement granted to the City of Oregon dated August 21, 1987 and recorded as Deed No. 87-426E10. Parcel No. 44-09969

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Parcel 4409970

PART OF THE EAST 50 ACRES OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 9 SOUTH, RANGE 8 EAST, CITY OF OREGON, LUCAS COUNTY, OHIO, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE S-89°-57'-30"-W, ALONG THE SOUTH 1 LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 214.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S-89°-57'-30"-W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 200.00 FEET TO A POINT; THENCE N-00°-00'-00"-E, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH 20 ACRES OF THE EAST 50 ACRES OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 330.19 FEET TO A POINT; THENCE S 89°54'13"E A DISTANCE OF 200.00 FEET TO A POINT; THENCE S 00°00'00"W A DISTANCE OF 329.71 FEET TO THE POINT OF BEGINNING; CONTAINING 1.515 ACRES OF LAND MORE OR LESS AND SUBJECT TO LEGAL HIGHWAYS.

A.P.N. 44-09970 and 44-09970

Parcel 4409971

Part of the East 50 acres of the Northeast ¼ of Section 35, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio, bounded and described as follows:

Commencing at the Southeast corner of the Northeast ¼ of said Section 35; thence North 00 degrees 00 minutes 00 seconds East a distance of 329.19 feet to the point of beginning; thence North 89 degrees 54 minutes 13 seconds West a distance of 414.65 feet to a point on the West line of the East ½ of the South 20 acres of the East 50 acres of the Northeast ¼ of said Section 35; thence North 00 degrees 00 minutes 00 seconds East along the last described line, a distance of 200.00 feet to a point; thence South 89 degrees 54 minutes 13 seconds East a distance of 414.65 feet to a point on the East line of the Northeast ¼ of said Section 35; thence South 00 degrees 00 minutes 00 seconds West along the East line of the Northeast ¼ of said Section 35, a distance of 200.00 feet to the point of beginning. Containing 1.900 acres more or less, subject to legal highways.

Parcel No. 44-09971

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Parcel 4493265

Lot 3 of Cedar Point Development Park Plat 1, City of Oregon, Lucas County, Ohio
In accordance with OR 20060721-0048288

Parcel 4410114

The west thirty (30) acres of the east one-half (1/2) of the northeast quarter (1/4) of Section number thirty-five (35) in Town nine (9) south, Range eight (8) east, in the City of Oregon, Lucas County, Ohio.

Less and excepting the following:

A parcel of land being part of the West 30 Acres of the East Half of the Northeast Quarter of Section 35, Town 9 South, Range 8 East, City of Oregon, Lucas County, Ohio and being more particularly described as follows:

Commencing at a found 3/4 inch pipe marking the Northeast Corner of Section 35;

thence South 89° 08' 29" West, on the North Line of the Northeast Quarter of Section 35, a distance of 830.86 feet to a typical 5/8 inch diameter by 30 inch long capped iron pin inscribed with "JC Andrus & Assoc" set at the Northeast Corner of the West 30 Acres of the East Half of the Northeast Quarter of Section 35 and the True Point of Beginning of the parcel herein described;

thence South 44° 28' 53" West, a distance of 71.00 feet to a typical capped iron pin set; thence South 66° 06' 09" West, a distance of 128.00 feet to a typical capped iron pin set;

thence South 89° 08' 29" West, on a line being parallel with the North Line of the Northeast Quarter of Section 35, a distance of 325.00 feet to a typical capped iron pin set on the West Line of the East Half of the Northeast Quarter of Section 35;

thence North 00° 48' 05" West, on the West Line of the East Half of the Northeast Quarter of Section 35, a distance of 100.00 feet to a typical capped iron pin set at the Northwest Corner of the East Half of the Northeast Quarter of Section 35;

thence North 89° 08' 29" East, on the North Line of the Northeast Quarter of Section 35, a distance of 493.19 feet to the True Point of Beginning, containing 0.977 acres of land, more or less and subject to legal highways, zoning restrictions, and easements of record.

The above description is based on an actual field survey performed by David A Andrus P.S. #7322 on August 8, 2019 and being J.C. Andrus & Associates Inc. survey 19s13078.

Initial
JDM

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Parcel 4409964 and Parcel 4410111

The south twenty (20) acres of the East fifty (50) acres of the Northeast quarter (1/4) of Section thirty-five (35), Town nine (9) South, Range eight (8) East, formerly in Oregon Twp., now in the City of Oregon, Lucas County, Ohio, subject to public highways, except the East ten (10) acres thereof.

Initial
JDM

Docusign Envelope ID: 719B14BF-DE1B-412C-8DCB-95FC82E35D46

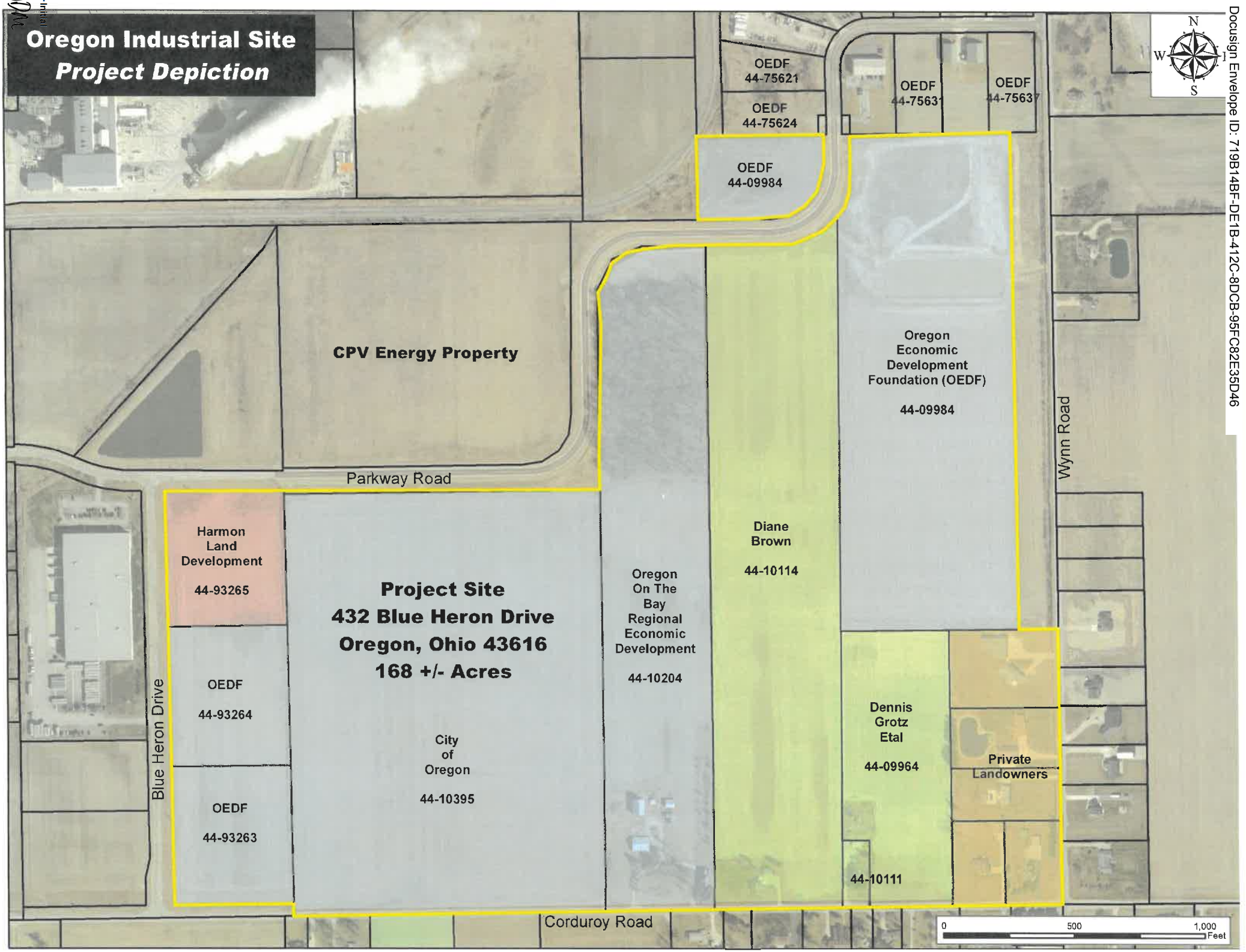
EXHIBIT B

Project Depiction

Initial
JDM

Initial

Oregon Industrial Site
Project Depiction



Docusign Envelope ID: 719B14BF-DE1B-412C-8DCB-95FC82E35D46