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CUYAHOGA COUNTY FISCAL OFFICE

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT ("Memorandum") is made as of the 20th day of March, 2024 (the "Effective Date") by and between **DROF BP I LLC**, a Delaware limited liability company ("Seller") and **PRIMACY DEVELOPMENT, LLC**, a Delaware limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer have entered into that certain Real Estate Purchase Agreement dated as of March 20, 2024 (the "Purchase Agreement"); and

WHEREAS, Seller and Buyer desire to enter into this Memorandum of Purchase Agreement to set forth certain terms and conditions of the Purchase Agreement.

NOW THEREFORE, intending to be legally bound hereby, Seller and Buyer set forth the following information with respect to the Purchase Agreement:

1. Seller: The name of the Seller is DROF BP I LLC, a Delaware limited liability company.
2. Buyer: The name of the Buyer is PRIMACY DEVELOPMENT, LLC, a Delaware limited liability company.
3. Addresses: The addresses for the parties are:

SELLER:

DROF BP I LLC
8801 River Crossing Blvd, Suite 300
Indianapolis, Indiana 46240
Attention: David Duncan

with a copy to:

Calfee, Halter & Griswold LLP
1405 East Sixth Street
Cleveland, Ohio 44114
Attn: Karla M. Rogers, Esq.

BUYER:

Primacy Development, LLC
76 Lou Groza Boulevard
Berea, Ohio 44017
Attn: Ted Tywang

with a copy to:

Thompson Hine LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114
Attn: Alan S. Ritchie, Esq.

4. Date: The Purchase Agreement is dated March 20, 2024.

5. Purchase of Property. Buyer desires to purchase all or a portion of the certain real property described on Exhibit A attached hereto and made a part hereof (the "Property") from Seller and Seller desires to sell all or a portion of the Property to Buyer pursuant to the terms and conditions set forth in the Purchase Agreement.

6. Purchase Period. Buyer shall have the right to acquire the Property on or before December 31, 2025 in accordance with and subject to the terms of the Purchase Agreement.

7. Incorporation of Agreement. Buyer and Seller agree that the terms and conditions of the Purchase Agreement are hereby expressly incorporated herein. Certain terms of the Purchase Agreement may be confirmed by contacting Alan S. Ritchie, Esq. at Thompson Hine LLP, 3900 Key Center, 127 Public Square, Cleveland, Ohio 44114.

8. Conflict. This Memorandum has been executed for recording purposes only, and shall not be deemed to amend or supplement the Purchase Agreement. In the event of any conflicts between the provisions of this Memorandum and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

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IN WITNESS WHEREOF, Buyer and Seller have caused this Memorandum of Purchase Agreement to be executed as of the Effective Date.

SELLER:

DROF BP I, LLC, a Delaware limited liability company

By: **DiG DROF BP I, LLC**, a Delaware limited liability company

By: K-DiG

Name: Kevin DiGeronimo

Title: Manager

BUYER:

PRIMACY DEVELOPMENT, LLC

By: _____
David A. Jenkins, Authorized Officer

IN WITNESS WHEREOF, Buyer and Seller have caused this Memorandum of Purchase Agreement to be executed as of the Effective Date.

SELLER:

DROF BP I, LLC, a Delaware limited liability company

By: **DiG DROF BP I, LLC**, a Delaware limited liability company

By: _____

Name: Kevin DiGeronimo

Title: Manager

BUYER:

PRIMACY DEVELOPMENT, LLC

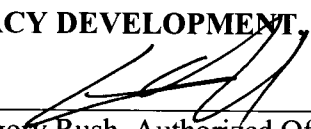
By:  _____
Gregory Rush, Authorized Officer

Exhibit A**Legal Description of the Property**

Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as Parcel "B-1" in a Map of Lot Split, as recorded in A.F.N. 202209190343 of Cuyahoga County Records, and bounded and described as follows:

Beginning at an iron monument found in the original centerline of Snow Road Extension, at its intersection with the easterly line of said Original Middleburgh Township Lot No. 4;

Thence North 1 degrees 17 minutes 45 seconds West, 50.00 feet to a nail set at an angle point in the northerly line of Snow Road Extension, variable width;

Thence South 88 degrees 15 minutes 03 seconds East along the northerly line of Snow Road Extension, 614.00 feet to a nail set, and the principal place of beginning of the parcel herein described;

Thence North 1 degree 49 minutes 04 seconds East, 1742.63 feet to an iron pin set;

Thence North 88 degrees 10 minutes 46 seconds West, 630.26 feet to an iron pin set at its intersection with the southeasterly right-of-way conveyed to Pennsylvania Lines, LLC by deed recorded as A.F.N. 200208200162 of Cuyahoga County Records;

Thence North 31 degrees 40 minutes 37 seconds East along the southeasterly right-of-way of said land conveyed to Pennsylvania Lines, LLC, 1288.36 feet to a point in the southwesterly corner of Parcel "A" in said Lot Split & Consolidation, and from which point a capped iron pin (illegible) found bears South 86 degrees 57 minutes 00 seconds East, 2.00 feet;

Thence South 86 degrees 57 minutes 00 seconds East along the southerly of said Parcel "A", 1287.15 feet to a nail set an angle point, therein;

Thence North 2 degrees 29 minutes 31 seconds East along the southerly line of said Parcel "A", 491.02 feet to a nail found at an angle point, therein;

Thence South 87 degrees 15 minutes 27 second East along the southerly line of said Parcel "A", 1405.05 feet to a nail found in the westerly line of Engle Road, 90 feet wide;

Thence South 2 degrees 34 minutes 44 seconds West along the westerly line of Engle Road, 1573.67 feet to a nail found at a point of curvature;

Thence southwesterly along the curved westerly line of Engle Road, being the arc of a curve deflecting to the right, 660.49 feet to a point of tangency, said arc having a radius of 909.93 feet, a

central angle of 41 degrees 35 minutes 21 seconds, and a chord which bears South 23 degrees 22 minutes 25 seconds West, 646.08 feet and from which point a capped iron pin (Mannik Smith Group) found bears North 44 degrees 10 minutes 05 seconds East, 0.24 feet;

Thence South 44 degrees 10 minutes 05 seconds West along the northwesterly line of Engle Road, 241.18 feet to its intersection with the northeasterly line of a parcel of land conveyed to Cleveland Electric Illuminating Company by deed recorded in Vol 7429, Page 163 of Cuyahoga County Records, and from which point an iron pin found bears South 45 degrees 49 minutes 55 seconds East, 0.76 feet; South 44 degrees 10 minutes 05 seconds West, 1.45 feet;

Thence North 51 degrees 05 minutes 33 seconds West along the northeasterly line of said land conveyed to Cleveland Electric Illuminating Company, 1291.60 feet to a nail set in the northeasterly corner, thereof;

Thence North 87 degrees 49 minutes 46 seconds West along the northerly line of said land conveyed to Cleveland Electric Illuminating Company, 150.46 feet to a nail set in the southwesterly corner, thereof;

Thence South 51 degrees 05 minutes 33 seconds East along the southwesterly line of said land conveyed to Cleveland Electric Illuminating Company, 1403.90 feet to a point in the northwesterly line of Engle Road, and from which an iron pin found bears South 45 degrees 49 minutes 55 seconds East, 0.38 feet;

Thence South 44 degrees 10 minutes 05 seconds West along the northwesterly line of Engle Road, 750.00 feet to a point of curvature and from which point a capped iron pin (Mannik Smith Group) found bears South 44 degrees 10 minutes 05 seconds East, 0.23 feet;

Thence southwesterly along the curved northerly line of Engle Road, being the arc of a curve deflecting to the right, 833.02 feet to a point of tangency, said arc having a radius of 1001.66 feet, a central angle of 47 degrees 38 minutes 59 seconds, and a chord which bears South 67 degrees 59 minutes 35 seconds West, 809.22 feet and from which point a nail found bears North 88 degrees 10 minutes 56 seconds West, 0.60 feet;

Thence North 88 degrees 10 minutes 56 seconds West, along the northerly line of Snow Road Extension, 981.52 feet to the principal place of beginning, and containing 174.9392 acres of land as described by Donald G. Bohning & Associates, Inc. in July, 2022.