

DONATION AGREEMENT

This is a Donation Agreement (the "**Donation Agreement**") for certain real property located at East Fourth Street, Mansfield, Ohio Permanent Parcel Nos. 027-05-107-03-000 and 027-05-108-04-001, more fully described in the attached Exhibit A (the "**Property**"), dated and effective as of the 29th, day of December, 2021 ("**Effective Date**"), between Mansfield Business Park, LLC, a Delaware limited liability company ("**Donor**") and the Board of the Richland County Land Reutilization Corporation ("**Donee**").

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor acquired the Property July 13, 1999.
- B. Donor makes no representations or warranties regarding the Property and Donor is only willing to grant Donee the Property on an "As Is, Where Is" and "With All Faults" basis.
- C. Donor has disclosed all known environmental Phase I and Phase II documents in its possession to Donee.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor.

AGREEMENT

1. Donation

1.1 **Closing cost.** Donee shall pay all cost of any closing agent, the full cost of any title commitment, all recording fees necessary for conveyance, deed preparation, any conveyance tax imposed. Each party shall pay their own attorney's fees related to this transaction. Real estate taxes shall not be prorated.

1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donor shall perform all of Donor's obligations hereunder. Donee shall perform Donee's obligation to the release set forth in Section 2.2 of the Donation Agreement.

1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed in recordable form, subject to all matters of recorded; provided, however, that Donor shall use its commercially reasonable efforts to cause item #s 4, 5 and 6 ("**Title Objections**") as listed on that certain Limited Lien Search dated August 9, 2021 (the "**Title Search**") and issued by Southern Title of Ohio, Ltd. ("**Title Company**") to be either removed or insured over on any title policy issued to Donee by Title Company; provided that such can be accomplished at no cost or expense to Donor, other than Donor's attorney's fees. In the event that Donor is unable to cause the Title Objections to be removed prior to the Closing Date, Donee shall have the right to either (a) accept title in its then current condition and close on the Closing Date, or (b) terminate this Donation Agreement.

1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their reasonable efforts to close in a timely manner.

2. Acknowledgments and Release

2.1 **Donor Acknowledgment.** Donor hereby acknowledges that, to the best of its actual knowledge, as of the Effective Date, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened in writing against the Property or any portion thereof, or pending or threatened in writing against the Donor which could affect the Donor's title to the Property or any portion thereof, or subject a Donee of the Property, or any portion thereof, to liability (collectively, "**Known Proceedings**"). If, prior to the Closing Date, Donor discovers any information that would result in the foregoing representation to be inaccurate, Donor shall promptly advise Donee of such information and Donee may elect to either (a) accept the Property subject to the disclosed Known Proceedings and close on the Closing Date, or (b) terminate this Donation Agreement.

2.2 **Donee Acknowledgment.** Donor specifically makes no covenant, representation, or warranty as to the suitability of the Property for any purpose whatsoever or as to the physical or environmental condition of the Property. Donor acknowledges that this property has been used for industrial purposes since the late 1800's as disclosed in Phase I and II documents supplied to Donee. Donee acknowledges receipt of Phase I and II documents from Donor.

2.3 **Release.** In the event that Donee elects to close this transaction as set forth herein, Donee hereby fully releases and discharges Donor from and relinquishes all rights, claims and actions that Donee may have or acquire against Donor which arise out of or are in any way connected with the physical or legal condition of the Property, including without limitation (a) any Known Proceedings disclosed to Donee pursuant to Section 2.1 above, (b) any matter set forth in Section 2.2 above, and (c) the presence of hazardous materials on, under or about any property (including but not limited to any undiscovered hazardous materials located beneath the surface of the Property). This release applies to all described rights, claims and actions, whether known or unknown, foreseen or unforeseen, present or future. The provisions of this Section 2 shall be effective as of the Closing Date and shall survive the Closing Date or termination of this Donation Agreement.

3. **Closing Date.** The transaction is to be closed by the parties at such place in Richland County, Ohio as designated by Donee within 30 days after execution of this Donation Agreement (the "**Closing Date**"). The Closing Date may be extended by mutual agreement of the parties in writing. Donee shall have immediate possession after closing.

4. General Provisions

4.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

4.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation of the Property, and supersedes all prior written or oral agreements between the parties to the Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

4.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is of the essence with respect to each term and condition of this Donation Agreement.

4.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full

force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

4.5 Governing Law. The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

4.6 No Third Parties Benefits. No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.

4.7 Waivers. Now waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.

4.8 Captions. The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.

4.9 Counterparts and Electronic Signatures. To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. The parties shall be entitled to sign and transmit an electronic signature of this Lease (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Lease upon request.

4.10 No Presumption. All parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the documents to be drafted.

4.11 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received when sent United States mail, postage prepaid, addressed to Donor or Donee, as the case may be, at the address set forth under their signatures.

4.12 Offer Term. This Donation Agreement shall terminate and be of no further force or effect in the event that it has not been approved by the Donee board and fully executed by Donee on or before December 29, 2021.

[Signatures on the following page]

IN WITNESS WHEREOF, Donor and Donee, intending to be legally bound, have hereunder set their hand as of this 29th day of December 2021.

DONOR:

Mansfield Business Park, LLC,
a Delaware limited liability company

By: S.L. Mansfield, Inc.,
a Delaware corporation

By: _____

Stuart Lichter, President

Address: c/o Ohio Realty Advisors
Richfield, Ohio 44286

DONEE:

Richland County Land Reutilization Corporation

By: _____

Printed Name: _____

Title: _____

Address: 50 Park Avenue East
Mansfield, Ohio 44902

This Instrument Prepared
by: Donee