

ORDINANCE NO. 101-2024(PD), *Second Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute an agreement with Cedar-Grandview Company for a commercial development loan in the sum of Three Hundred Forty Thousand Dollars (\$340,000.00), to be secured by a mortgage on real property located at 12426-12438 Cedar Road, Permanent Parcel No. 685-26-004; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, Cedar-Grandview Company is the owner of commercial property located at 12426-12438 Cedar Road (the "Property"), a portion of which has been utilized in the past as a grocery store; and

WHEREAS, Cedar-Grandview Company has requested a loan from the City in the sum of Three Hundred Forty Thousand Dollars (\$340,000.00) to undertake construction improvements to the Property necessary to facilitate the lease of a portion of the Property to Grocery Outlet, Inc. for the lease, development and operation of a grocery store (the "Project"); and

WHEREAS, this Council has determined that the opening of a grocery store in the Property is in the best interest of the City and its residents and the Cedar Fairmount district.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute any and all documents and take any actions necessary to make a loan to Cedar-Grandview Company in an amount not to exceed Three Hundred Forty Thousand Dollars (the "Loan"). The Loan shall be for a fifteen (15) year term, bear interest at a rate of three percent (3%), and shall be secured by a mortgage on commercial property identified as 12426-12438 Cedar Road, Cleveland Heights, Cuyahoga County, Ohio, also known as Permanent Parcel No. 685-26-004. The Loan shall be substantially in accordance with a draft Loan Agreement, Promissory Note and Open-End Mortgage and Security Agreement attached hereto as **Exhibits "A", "B" and "C"** and incorporated herein. Loan repayments shall be subject to potential reduction for income tax credits as defined in the Loan Agreement. The Agreement shall contain such further terms as recommended by the Mayor and Director of Law and shall be approved as to form by the Director of Law.

SECTION 2. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

ORDINANCE NO. 101-2024(PD)

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for the City to meet construction deadlines. Wherefore, provided it receives the affirmative vote of five (5) or more of the members elected or appointed to this Council, this Ordinance shall take immediate effect and be force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.



TONY CUD
President of Council



ADDIE BALESTER
Clerk of Council

PASSED: June 24, 2024

Presented to Mayor: 06/25/2024 Approved: 06/27/2024



KAHLIL SEREN
Mayor

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “Agreement”) is made and entered into this ____ day of June, 2024 (the “Effective Date”), by and between the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipal corporation (“Lender”) and **THE CEDAR-GRANDVIEW COMPANY**, an Ohio corporation (“Borrower”).

WHEREAS, Borrower is the owner of certain real property located at 12426-38 Cedar Road, Cleveland Heights, Ohio 44106, identified as Parcel No. 685-26-004 in the Cuyahoga County Records (the “Property”), which is more fully described on Exhibit A, attached hereto; and

WHEREAS, Borrower intends to undertake certain construction improvements to the Property necessary to facilitate the lease of a portion of the Property to Grocery Outlet, Inc., for the operation of a grocery store (the lease, development and operation of such store hereinafter referred to as the “Project”); and

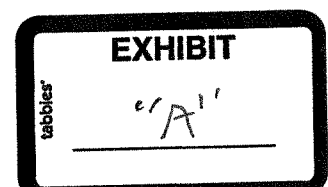
WHEREAS, to facilitate the improvements to the Property, the Borrower desires to borrow from the Lender, and the Lender desires to provide Borrower a certain loan, in the amount of Three Hundred Forty Thousand Dollars (\$340,000.00) to fund Borrower’s construction costs necessary to undertake and complete the Project.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Loan. Lender hereby loans to Borrower the principal sum of Three Hundred Forty Thousand Dollars (\$340,000.00) (the “Loan”), which shall be disbursed to Borrower by Lender upon the execution and delivery of this Agreement. The proceeds of the Loan shall strictly be used by Borrower only to pay hard and soft construction costs reasonably incurred by the Borrower for the Project and for no other purposes.

Borrower shall repay to Lender the principal amount of Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00), plus interest at the rate of three percent (3%), which interest shall commence accruing on January 1, 2026. The first payment shall be payable on May 31, 2026, and shall be in the amount of Twenty-Two Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$22,666.67), all of which shall be applied to the outstanding principal. Thereafter, Borrower shall pay fourteen (14) additional annual payments in the same principal amount, one payment each May 31 through the Maturity Date as defined below, each equal to Twenty-Two Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$22,666.67), plus all interest that accrued in the prior calendar year on the outstanding principal balance. All payments set forth in this paragraph shall be subject to credit reduction by the Income Tax Credits, as defined and set forth in Section 2 of this Agreement.

The Loan and Borrower’s obligation to repay the same shall be evidenced by the



promissory note in the form attached hereto as **Exhibit B** (the “Note”).

This Loan shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Lender upon the earlier of (i) the sale or disposition of the Property, or (ii) May 31, 2041 (“Maturity Date”). However, Lender and Borrower may agree to extend the Maturity Date, by executing a written amendment hereto and a written allonge to the Note. This Loan may be prepaid in whole or in part at any time or times without penalty. Any such prepayment shall not defer, delay, or excuse the payment of any subsequent installments due hereunder.

2. Income Tax Credits. No later than April 30th of each year until the Maturity Date, the Lender shall calculate a credit against the principal and interest payment due by that May 31st in the amount of fifty percent (50%) of the income taxes (both personal and corporate) and net profits taxes collected by or on behalf of the Lender and attributable to the Project (the “Income Tax Credits”). The Income Tax Credits shall be applied by Payee first to accrued interest, then to principal, and deducted from the payment due from the Borrower by May 31st of that year. Lender shall provide notice to Borrower of any such Income Tax Credits no later than May 15th of each year.

In the event the Income Tax Credits exceed the principal and interest owed in any given calendar year, then the entire amount of that payment will be reduced to zero by the Income Tax Credits, and any unused portion of the Income Tax Credits will carry-over and be applied against, and reduce, the next payment due. Fifty percent (50%) of all income tax described above that is generated in calendar years 2024 and 2025 will be credited against the May 31, 2026 payment.

3. Lender Costs and Fees. There shall be no costs or fees associated with the Loan that will be owed by Borrower to Lender.
4. Security. Concurrently with the execution and delivery of this Agreement and the Note, Borrower shall execute and cause to be recorded in the official records of the Cuyahoga County Fiscal Officer a certain Open-End Mortgage and Security Agreement (the “Mortgage”) securing the obligations of Borrower set forth in this Loan Agreement and the Note. Said Mortgage shall be in form and substance acceptable to the Lender and shall constitute the second priority lien on Borrower’s fee interest in the Property.
5. Default. For purposes of this Agreement and all documents delivered in connection herewith, including the Note and Mortgage, (collectively, the “Loan Documents”), any one or more of the following shall be considered an “Event of Default”: (i) failure by Borrower to make any payment of principal, interest, and/or any late fees incurred in connection therewith, when and as due under this Agreement and the Note, if such nonpayment remains uncured for a period of ten (10) days after Borrower has been given written notice of the same; (ii) a material breach by Borrower of any term, condition, representation,

warranty, or covenant contained in this Agreement or the Loan Documents, all subject to applicable notice and cure periods; (iii) Borrower shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or (iv) any proceeding shall be instituted by or against Borrower, seeking to adjudicate Borrower bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of Borrower or the debts of Borrower under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for Borrower or for any substantial part of the property of Borrower, and, in the case of any such proceeding instituted against Borrower such proceeding shall remain undismissed or unstayed and in effect for a period of thirty (30) days from the date of entry thereof, or Borrower shall take any action to authorize or effect any of the actions set forth above in this subsection. Borrower shall reimburse Lender for any costs, expenses, legal fees, and other out-of-pocket costs incurred by Lender as a result of, or in connection with, an Event of Default, including any litigation to enforce this Agreement and/or the Note.

Any Event of Default hereunder shall afford the Lender the remedies set forth in the Loan Documents.

6. Conditions to Loan. This Agreement and Lender's obligation to make the Loan to Borrower hereunder shall become effective once the following conditions precedent shall have been satisfied in a manner satisfactory to Lender):
- a. Representations and Warranties; No Default. The following statements shall be true and correct: (i) the representations and warranties of Borrower contained in this Agreement and in each other Loan Document and certificate or other writing delivered to Lender on or before the Effective Date are true and correct on and as of the Effective Date; and (ii) on the Effective Date, no Event of Default has occurred and is continuing under this Agreement.
 - b. Legality. The obligations of Lender under this Agreement shall not contravene any law, rule or regulation applicable to Lender.
 - c. Delivery of Documents. The Loan Documents are executed by the Borrower and received by the Lender.
 - d. Proceedings; Receipt of Documents. All proceedings in connection with the transactions contemplated by this Agreement, and all documents incidental thereto, shall be reasonably satisfactory to Lender, and Lender shall have received all such information and such counterpart originals or certified or other copies of such documents as Lender may reasonably request.

- e. Material Adverse Effect. Since the Effective Date, there has not been a “Material Adverse Effect,” defined as a material adverse effect on any of (a) the assets, properties or financial condition of the Borrower or (b) the legality, validity or enforceability of this Agreement or any of the other Loan Documents or (c) the aggregate rights and remedies of the Lender under this Agreement or any of the other Loan Documents.

7. Representations and Warranties of Borrower. Borrower represents and warrants to Lender as follows:

- a. Capacity. Borrower has the legal capacity and is authorized to execute, deliver and perform this Agreement and each other Loan Document to which Borrower is a party.
- b. No Violation. The execution, delivery and performance by Borrower of each Loan Document to which Borrower is a party (i) do not and will not contravene any law or any contractual restriction binding on or otherwise affecting Borrower, or any of the properties of Borrower, and (ii) do not and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of the properties of Borrower, other than the security interests created by the Loan Documents.
- c. Approvals. Except for the approval by the board of directors of the Borrower, which has been given, no other authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body, and no consent of any other person or entity, is required for the due execution, delivery and performance by Borrower of any Loan Document to which Borrower is or will be a party.
- d. Enforceability of Loan Documents. Each Loan Document to which Borrower is a party constitutes, and each Loan Document to which Borrower will be a party, when delivered hereunder, will constitute, a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its respective terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless whether considered in a proceeding in equity or at law.
- e. Litigation. There is no pending or, to the actual knowledge of Borrower, threatened action, suit or proceeding affecting Borrower before any court or other governmental authority or any arbitrator, which (i) if adversely determined, is reasonably likely to have a Material Adverse Effect or (ii) purports to affect the legality, validity or enforceability of any Loan Document or the consummation of

any transaction contemplated hereby.

- f. Compliance with Law. Borrower is not in violation of any law or any term of any material agreement or instrument binding on or otherwise affecting Borrower or any of the properties of Borrower, the violation of which could reasonably be expected to have a Material Adverse Effect.
 - g. Taxes. All taxes and assessments imposed upon Borrower or any property of Borrower and which have become due and payable on or prior to the date hereof have been paid, except to the extent contested in good faith by proper proceedings which stay the imposition of any penalty or fine or stay the foreclosure of any lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof.
 - h. Full Disclosure. Neither this Agreement nor any Loan Document contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained herein or therein not misleading in any material respect in light of the circumstances under which they were made. There is no fact known to Borrower that materially adversely affects the financial condition of Borrower, or that otherwise is reasonably likely to have a Material Adverse Effect, that has not been disclosed to Lender in writing prior to the Effective Date.
8. Affirmative Covenants. So long as any principal of or interest on the Loan or any other obligations (whether or not due) shall remain unpaid or Lender shall have any commitment hereunder, Borrower will, unless Lender shall otherwise consent in writing:
- a. Reporting Requirements. Furnish to Lender:
 - i. promptly after the commencement thereof but in any event not later than five (5) business days after service of process with respect thereto on, or the obtaining of knowledge thereof by, Borrower, notice of each action, suit or proceeding at law, in equity, in arbitration or before any other governmental authority or other regulatory body or arbitrator that could reasonably be expected to have a Material Adverse Effect;
 - ii. promptly but in any event not more than five (5) business days after the occurrence thereof, notice of the occurrence of an Event of Default under this Agreement, which notice shall contain a brief description of the nature of such Event of Default and any action with respect thereto taken or contemplated to be taken by Borrower;
 - iii. promptly but in any event not more than five (5) business days after the occurrence thereof, notice of the occurrence of either any default or event

of default under any agreement, which notice shall contain a brief description of the nature of such default or event of default and any action with respect thereto taken or contemplated to be taken by Borrower; and

iv. promptly upon request, such other information concerning the financial condition of Borrower as Lender from time to time may reasonably request.

b. Compliance with Laws. Comply in all respects with all applicable laws, rules, regulations and orders, such compliance to include, without limitation, (i) paying before the same become delinquent all taxes, assessments and governmental charges or levies imposed upon Borrower or upon any of Borrower's properties and (ii) paying all lawful claims which if unpaid might become a lien or charge upon any of Borrower's properties, except in each case to the extent contested in good faith by proper proceedings which stay the imposition of any penalty or fine or stay the foreclosure of any lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof, unless the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

c. Further Assurances. Do, execute, acknowledge and deliver, at the sole cost and expense of Borrower (provided such costs and expenses are reasonable and customary), all such further acts and assurances as Lender may reasonably require from time to time in order to better assure, convey, grant, assign, transfer and confirm unto Lender the rights now or hereafter intended to be granted to Lender under this Agreement, any Loan Document or any other instrument under which Borrower may be or may hereafter become bound to effect the intention or facilitate the performance of the terms of this Agreement.

9. Changes to Agreements. This Agreement may only be amended or modified in writing with the execution of both parties hereto.

10. No Partnership or Agency. Except as explicitly set forth in this Agreement or any instrument delivered in connection herewith, nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between or among the parties, and no party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever.

11. Notices. Any notice required or permitted under this Agreement shall be deemed to be sufficiently given when sent by personal delivery or via registered or certified mail, postage prepaid, or delivered by overnight courier service to the following addresses:

If to Borrower: The Cedar-Grandview Company
 2460 Fairmount Blvd., Suite 311

Cleveland Heights, Ohio 44106
Attn: Salvatore V. Russo

With a copy to: Chilcote Dohnal & Tizzano LLP
12434 Cedar Road, Suite 7
Cleveland Heights, Ohio 44106
Attn: Lee A. Chilcote

If to Lender: City of Cleveland Heights, Ohio
40 Severance Cir.
Cleveland Heights, OH 44118
Attn: Kahlil Seren, Mayor

With a copy to: Roetzel and Andress
1375 East Ninth Street
One Cleveland Center, 10th Floor
Cleveland, OH 44114
Attn: William Hanna

Notices served by certified mail shall be effective on the fifth business day after the date of mailing. Notice served by commercial overnight delivery shall be effective on the next business day following deposit with the overnight delivery company.

12. Authority of Borrower. Borrower represents and warrants to Lender that it is duly authorized to execute this Agreement and enter into the transaction contemplated herein.
13. Choice of Law; Jurisdiction; Venue. This Agreement will be construed under Ohio law without regard to the principles of the conflicts of laws. The parties agree that any dispute may be litigated only in state or federal courts situated in Cuyahoga County, Ohio. The parties agree to submit to personal jurisdiction in such courts and waive all questions of jurisdiction and venue with respect thereto.
14. Assignment. No party may assign its rights under this Agreement without the prior written consent of all parties hereto.
15. Entire Agreement. This Agreement and the Loan Documents and other agreements, documents and instruments delivered in connection herewith constitute the entire and sole agreement between the parties with respect to the Loan, it being agreed that there are no outside conditions, warranties, or agreements.
16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. This Agreement may be transmitted by facsimile machine or by electronic mail in portable document format (i.e., .pdf) and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. The failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.

17. Waiver; Remedies. No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Lender provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights and remedies of Lender under any Loan Document against any party thereto are not conditional or contingent on any attempt by Lender to exercise any of its rights and remedies under any other Loan Document against such party or against any other person or entity.
18. Severability. In case one or more of the provisions contained herein shall for any reason be unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable, invalid, or illegal provisions had not been contained herein or if it is equitable under the circumstances, such unenforceable, invalid, or illegal provisions shall be reformed, amended, and/or construed so as to be enforceable, valid, and legal.
19. Exhibits. Any and all exhibits attached to this Agreement are incorporated herein by this reference.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as of the Effective Date.

LENDER:
CITY OF CLEVELAND HEIGHTS, OHIO, an Ohio
municipal corporation

By: _____
Kahlil Seren, Mayor

Approved as to legal form and correctness:

William R. Hanna, Director of Law

BORROWER:
THE CEDAR-GRANDVIEW COMPANY, an Ohio
corporation

By: _____
Salvatore J. Russo, President

By: _____
Salvatore V. Russo, Vice-President

FISCAL OFFICER'S CERTIFICATE

CITY OF CLEVELAND HEIGHTS, OHIO

The undersigned, Director of Finance of the City of Cleveland Heights, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2024 under the Agreement have been lawfully appropriated by the Council of the City of Cleveland Heights, Ohio for such purposes and are in the treasury of the City 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.

Director of Finance
City of Cleveland, Ohio

Dated: _____, 2024

EXHIBIT A

Address: 12426-38 Cedar Road, Cleveland Heights, Ohio 44106
Permanent Parcel Number: 685-26-004

Real property in the City of Cleveland Heights, County of Cuyahoga, State of Ohio, described as follows:

PARCEL 1:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio, and described as follows:

And known as being Sublot No. Eleven (11) and the Westerly Thirty-eight (38) feet of Sublot No. Twelve (12) in Walton Brothers' Cedar Heights Allotment of part of Original One Hundred Acre Lot No. 413 as shown by the recorded plat of said Allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records.

Said Sublot No. 11 and the Westerly Thirty-eight (38) feet of Sublot No. 12 together form a parcel of land having a frontage of Eighty-eight (88) feet on the Southerly side of Cedar Avenue and extending back of equal width One Hundred Fifty (150) feet, be the same more or less.

PARCEL 2:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio: And known as being a part of Sub Lots Nos 12 and 13 in Walton Brother's Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and bounded and described as follows:

Beginning in the Southerly line of Cedar Road, at a point which is distant 6 feet Westerly, measured along said Southerly line from the Northeasterly corner of said Sub Lot No. 12;

Thence Southeasterly along the Southwesterly line of land conveyed to City of Cleveland Heights by Deed dated May 11, 1932 and recorded in Volume 4538, Page 606 of Cuyahoga County Records, said Southwesterly line being also the Southwesterly line of Cedar Road, as widened, 50.56 feet to the Easterly line of said Sub Lot No. 13

Thence Southerly along said Easterly line of Sub Lot No. 13, 143.31 feet to the Southeasterly corner thereof;

Thence Westerly along the Southerly line of said Sub Lots Nos. 13 and 12, 50 feet;

Thence Northerly and parallel with the Easterly line of said Sub Lot No. 12, 150 feet to the place of beginning, as appears by said plat, be the same more or less.

PARCEL 3:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio: And known as being the Southerly 28.56 feet of Sublot No. 15 and the Northerly 31.44 feet of Sublot No. 16 in Walton Brother's Cedar Heights Allotment of a part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat of said allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together form a parcel of land having a frontage of 60 feet on the Easterly side of Grandview Avenue and extending back between parallel lines 138 feet, as appears by said plat, be the same more or less.

PARCEL 4:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio: And known as being Sublot No. 14 and the Northerly 11.44 feet of Sublot No. 15 in Walton Brother's Cedar Heights Allotment of part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps,

Page 22 of Cuyahoga County Records and together forming a parcel of land, bounded and described as follows:

Beginning in the Easterly line of Grandview Avenue at the Northwestern corner of said Sublot No. 14;

Thence Southerly along the Easterly line of Grandview Avenue 50 feet;

Thence Easterly parallel with the Southerly line of said Sublot No. 15, 138 feet;

Thence Northerly along the Easterly line of said Sublots Nos. 15 and 14, 49 feet to the Northeasterly corner of said Sublot No. 14,

Thence Westerly along the Northerly line of said Sublot No. 14, 138 feet to the place of beginning, be the same more or less.

PARCEL 5:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio, and described as follows:

And known as being the Southerly 8.56 feet of Sublot No. 16 and all of Sublot No. 17 and the Northerly 11.44 feet of Sublot No. 18 in Walton Bros. Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and together forming a parcel of land having a frontage of 60 feet on the Easterly side of Grandview Avenue, and extending back of equal width 138 feet, as appears by said plat, be the same more or less.

PARCEL 6:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio, and described as follows:

And known as being the Southerly 18-56/100 feet of Sublot No. 19 and the Northerly 26-44/100 feet of Sublot No 20 in Walton Brothers' Cedar Heights Allotment, of part of Original One Hundred Acre Lot No 413, as shown by the recorded plat of said Allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records. Said parts of Sublots Nos. 19 and 20 together form a parcel of land having a frontage of 45 feet on the Easterly side of Grandview Avenue, and extends back between parallel lines 138 feet, as appears by said plat, be the same more or less.

PARCEL 7:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio, and described as follows:

And known as being the Southerly 28-56/100 feet front to rear of Sublot No. 18 and then Northerly 21-44/100 feet front to rear of Sublot No. 19 in Walton Brothers Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat of said subdivision in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together forming a parcel of land having a frontage of 50 feet on the Easterly side of Grandview Avenue and extending back of equal width 138 feet as appears by said plat, be the same, more or less.

EXHIBIT B

Note – See attached.

PROMISSORY NOTE

\$340,000.00

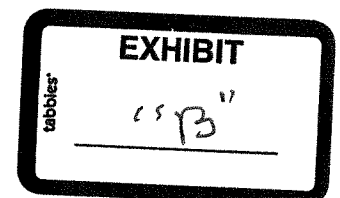
Issue Date: June __, 2024

FOR VALUE RECEIVED, THE CEDAR-GRANDVIEW COMPANY, an Ohio corporation (the “Borrower”) promises to pay to the order of the **CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipal corporation (the “Payee”) at its offices located at 40 Severance Circle, Cleveland Heights, Ohio 44118, or at such other place as the Payee may designate in writing, the principal sum of Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00) (the “Loan”), plus interest, as set forth herein, but also subject to the credits set forth herein. This Note is secured by a certain open-end mortgage and security agreement on the property described therein granted by the Borrower in favor of the Payee and dated as of even date herewith (the “Mortgage”), and by such other collateral as previously may have been or may in the future be granted to the Payee to secure this Note. Capitalized words and terms not otherwise defined in this Note shall have the meaning assigned to them in that certain loan agreement entered into by Borrower and Payee dated as of even date hereof (the “Loan Agreement”).

1. Payment Terms and Maturity Date. Borrower shall pay to Payee the principal amount of Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00), plus interest at the rate of three percent (3%) per annum, which interest shall commence accruing on January 1, 2026. The first payment shall be payable on May 31, 2026, and shall be in the amount of Twenty-Two Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$22,666.67), all of which shall be applied to the outstanding principal. Thereafter, Borrower shall pay fourteen (14) additional annual payments in the same principal amount, one payment each May 31 through the Maturity Date as defined below, each equal to Twenty-Two Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$22,666.67), plus all interest that accrued in the prior calendar year on the outstanding principal balance. All payments set forth in this paragraph shall be subject to credit reduction by the Income Tax Credits as set forth in the following paragraph.

Pursuant to Section 2 of the Loan Agreement, no later than April 30th of each year until the Maturity Date, the Payee shall calculate a credit against the principal and interest payment due by that May 31st in the amount of fifty percent (50%) of the income taxes (both personal and corporate) and net profits taxes collected by or on behalf of the Payee and attributable to the Project, as that term is defined in the Loan Agreement, during the prior calendar year (the “Income Tax Credits”). Such Income Tax Credits shall be applied by Payee first to accrued interest, and then to principal, and deducted from the payment due from the Borrower by May 31st of that year. Payee shall provide notice to Borrower of any such Income Tax Credits no later than May 15th of each year.

In the event the Income Tax Credits exceed the principal and interest owed in any given calendar year, then the entire amount of that payment will be reduced to zero by the Income Tax Credits, and any unused portion of the Income Tax Credits will carry-over and be applied against, and reduce, the next payment due. Fifty percent (50%) of all income tax described above that is generated in calendar years 2024 and 2025 will be credited against the May 31, 2026 payment.



This Note shall mature, and all unpaid principal and interest shall be paid in full by the Borrower to the Payee upon the earlier of (i) the sale or disposition of the Property, as defined in the Loan Agreement, or (ii) May 31, 2041 ("Maturity Date"). However, Payee and Borrower may agree to extend the Maturity Date, by executing a written allonge hereto.

This Note may be prepaid in whole or in part at any time or times without penalty. Any such prepayment shall not defer, delay, or excuse the payment of any subsequent installments due hereunder. Failure to exercise any right contained in this Note by the Payee shall not constitute a waiver of the right to exercise such right in the event of any subsequent default.

2. Events of Default. An "Event of Default" shall exist if any of the following occurs and is continuing:

- (a) Borrower fails to make any payment of principal or interest hereunder or any other payment required hereunder when and as the same becomes due; or
- (b) an "Event of Default" occurs under the Loan Agreement or Mortgage, as defined therein.

Upon the occurrence of an Event of Default: (i) the outstanding principal balance, together with all accrued interest and any additional amounts payable hereunder or under the Mortgage shall be immediately due and payable without demand or notice of any kind; and (ii) the Payee may exercise from time to time any of the rights and remedies available under the Loan Agreement, Mortgage or under applicable law.

3. General Provisions.

(a) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be given in the manner prescribed in the Mortgage.

(b) Delay Not Prejudicial to Payee. No delay or omission on the Payee's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Payee's action or inaction impair any such right or power.

(c) Payee's Remedies Cumulative. The Payee's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Payee may have under the Mortgage, at law, or in equity, and such remedies may be exercised concurrently, independently, or successively, in any order whatsoever.

(d) No Oral Modification. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Note will be effective unless made in a writing signed by the Payee.

(e) Payee's Costs and Expenses. The Borrower agrees to pay on demand, to the extent permitted by law, all reasonable costs and expenses incurred by the Payee in the enforcement of

its rights in this Note and in any security therefore, including without limitation reasonable out-of-pocket fees and expenses of the Payee's counsel.

(f) Partial Invalidity; Severability. If any provision of this Note is found to be invalid, illegal or unenforceable in any respect by a court, all the other provisions of this Note will remain in full force and effect.

(g) Waivers. The Borrower and all other makers and indorsers of this Note hereby forever waive presentment, protest, notice of dishonor and notice of non-payment, and demand, with respect to any and all instruments, notice of acceptance hereof, notice of loans or advances made, credit extended, collateral received or delivered, or any other action taken in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein. The Borrower also waives all defenses based on suretyship or impairment of collateral.

(h) Successors and Assigns Bound. This Note shall bind the Borrower and its successors and assigns, and the benefits hereof shall inure to the benefit of the Payee and its successors and assigns.

(i) Governing Law; Jurisdiction. This Note has been delivered to and accepted by the Payee and will be deemed to be made in Cuyahoga County, Ohio. **THIS NOTE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PAYEE AND THE BORROWER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO.**

(j) No Course of Dealing. No course of dealing on the part of the Payee, and no delay or failure on the part of the Payee to exercise any right shall operate as a waiver of such right or otherwise prejudice the Payee's rights, powers and remedies.

(k) Payments. The Borrower shall pay principal and all other amounts payable hereunder, or under the Mortgage, without any deduction whatsoever, including any deduction for any setoff or counterclaim.

The Borrower acknowledges that it has read and understood all the provisions of this Note and has been advised by counsel as necessary or appropriate. The Borrower further acknowledges that it has received a copy of this Note.

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The Borrower has executed this Note in Cuyahoga County, Ohio and has executed and delivered this Note as of the day and year first set forth above.

THE CEDAR-GRANDVIEW COMPANY, an
Ohio corporation

By: _____
Salvatore J. Russo, President

Salvatore V. Russo, Vice-President

OPEN-END MORTGAGE AND SECURITY AGREEMENT

between

THE CEDAR-GRANDVIEW COMPANY
as Mortgagor and Debtor

and

THE CITY OF CLEVELAND HEIGHTS, OHIO,
as Mortgagee and Secured Party



OPEN-END MORTGAGE AND SECURITY AGREEMENT

Maximum Indebtedness Not to Exceed \$340,000.00

THIS OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), dated as of June __, 2024, is executed and delivered by **THE CEDAR-GRANDVIEW COMPANY**, an Ohio corporation (the "Mortgagor"), as Mortgagor and Debtor, whose address is 2460 Fairmount Blvd., Suite 311, Cleveland Heights, Ohio 44106, to **THE CITY OF CLEVELAND HEIGHTS, OHIO**, an Ohio municipal corporation (the "Mortgagee"), as Mortgagee and Secured Party, with its offices located at 40 Severance Circle, Cleveland Heights, Ohio 44118 under the circumstances summarized in the following recitals and granting clauses (the capitalized terms not defined in the recitals and granting clauses are being used therein as defined in Article I hereof):

RECITALS:

A. Mortgagor owns that certain real property located at 12426-38 Cedar Road, Cleveland Heights, Ohio 44106, identified as Parcel No. 685-26-004 in the Cuyahoga County Records (the "Property"), which is more fully described on **Exhibit A**, attached hereto; and

B. The Mortgagor and the Mortgagee entered into a Loan Agreement made and entered into as of June __, 2024 by and between Mortgagor and Mortgagee (the "Loan Agreement").

C. Pursuant to the Loan Agreement, the Mortgagee has agreed to lend Mortgagor a loan in the amount of Three Hundred Forty Thousand Dollars (\$340,000.00) (the "Loan") for Mortgagor to undertake certain construction improvements to the Property necessary to facilitate the lease of a portion of the Property to Grocery Outlet, Inc. for the lease, development and operation of a grocery store (the "Project");

D. To secure Mortgagor's obligation to perform its obligations under the Loan Agreement, the Property shall be encumbered by this Mortgage.

NOW THEREFORE, WITNESSETH, that as an inducement to and in consideration of the Sale to the Mortgagor by the Mortgagee and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of securing (i) the obligations of the Loan Agreement (ii) the performance and observance of each covenant and agreement of the Mortgagor contained in this Mortgage, the Mortgagor does hereby grant, bargain, sell, convey, mortgage, assign, pledge, set over with mortgage covenants, and further grants a lien and a security interest in and transfer unto the Mortgagee, the Mortgagee's successors and assigns, the following property (the "Mortgaged Property"):

- (a) the Property described in **Exhibit A**, as the same may be amended, and attached hereto, subject only to Permitted Encumbrances (as hereinafter defined), and

including all buildings, structures and improvements, and all facilities, fixtures and installations which are structural components of any such building, structure or improvement now or hereafter located thereon and owned by the Mortgagor, including without limitation all engines, boilers, furnaces, heat pumps, air conditioners, water heaters, incinerators, all fixtures used for the purposes of supplying or distributing heating, cooling, ventilating, electricity, gas, water, air and light, and all refrigeration, sprinkling, pumping, plumbing, vacuum cleaning and power systems, and all elevators and escalators and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, automatic door opening apparatus, bath tubs, water conditioners, humidifiers, dehumidifiers, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, lighting fixtures, awnings, storm windows, shutters, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, antennas, trees, shrubs, and plants of every kind and description, now growing or hereafter planted upon the Property;

- (b) all rentals, revenues, payments, repayments, income, charges and moneys derived by the Mortgagor from the lease, sale, or other disposition of the Property and the proceeds from any insurance or condemnation award pertaining thereto;
- (c) all easements, rights of way or use, licenses, privileges, real property franchises, servitudes, tenements, hereditaments and all appurtenances now or hereafter belonging to or anyway appertaining to the Property including, without limitation, all right, title and interest in any street, open or proposed;
- (d) all accessions and additions to, substitutions for and replacements of any of the foregoing;
- (e) all of Mortgagor's rights, title and interest under any reciprocal easement agreements, covenants, restrictions, service agreements and other agreements now or hereafter affecting the Property, and all amendments or modifications thereof, and all of the Mortgagor's right, title and interest to any and all representations, warranties and indemnities inuring to the benefit of the Mortgagor and made by predecessors-in-interest to the Mortgagor in respect of the Property, including any of the same relating to environmental matters;
- (f) all of Mortgagor's right, title and interest in and to all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations, licenses and consents obtained from any governmental authority in connection with the development, use, operation or management of the Property; and
- (g) all interests, estates or other claims, whether at law or in equity, which the Mortgagor now has or may hereafter acquire in the foregoing.

TO HAVE AND TO HOLD ALL the Mortgaged Property and all the privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Mortgagee and the Mortgagee's successors and assigns forever, but subject to the conditions hereinafter set forth; and for the enforcement of the payment of amount due under the Loan Agreement, when payable, according to the true intent and meaning thereof and to secure the performance of and compliance with the covenants, terms and conditions of the Loan Agreement and of this Mortgage, it being intended that the lien and security interest of this Mortgage shall take effect from the date hereof, provided, however, that if the Mortgagor, or the Mortgagor's successors or assigns, shall well and truly pay, or cause to be paid, all amounts payable under the Loan Agreement at the times and in the manner mentioned in the Loan Agreement according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Mortgage to be kept, performed and observed by the Mortgagor, then this Mortgage and the rights hereby granted shall cease and be void and the Mortgagee shall release this Mortgage; otherwise, this Mortgage shall remain in full force and effect in law and equity forever.

The Mortgagor further acknowledges and agree that with respect to this Mortgage:

- (a) it shall secure Mortgagor's obligations according to the terms of the Loan Agreement;
- (b) this Mortgage shall be recorded in the Cuyahoga County Fiscal Office for record.

AND, IT IS HEREBY FURTHER COVENANTED AND AGREED that this Mortgage is given, and the Mortgaged Property is to be held, in the manner and to the extent, and applied subject to the further terms, herein set forth:

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ARTICLE I

DEFINITIONS

Section 1.1. Use of the Defined Terms. In addition to the words and terms elsewhere defined in this Mortgage or the Loan Agreement, the words and terms set forth in Section 1.2 hereof shall have the meanings therein set forth therein unless the context or use indicates a different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined.

Section 1.2. Definitions. As used herein:

“Additional Permitted Encumbrances” means the Additional Permitted Encumbrances described on **Exhibit B** attached hereto.

“Commercial Code” means Chapters 1301 through 1309, inclusive, Ohio Revised Code, as from time to time amended, restated, modified or supplemented.

“Loan Agreement” means that certain Loan Agreement entered into by and between the Mortgagor and Mortgagee and dated as of June __, 2024.

“Event of Default” means any of the events described as an Event of Default in Section 3.2 hereof.

“Interest Rate for Advances” means the interest rate equal to 3.00% per annum.

“Independent Counsel” means an attorney or a firm of attorneys selected by the Mortgagor, acceptable to the Mortgagee and duly admitted to practice law before the highest court of the State.

“Mortgage” means this Open-End Mortgage and Security Agreement, as amended or supplemented from time to time.

“Mortgaged Property” means the Mortgaged Property defined and described in paragraphs (a) through (g) of the granting clauses of this Mortgage.

“Notice Address” means:

as to the Mortgagor:

The Cedar Grandview Company
2460 Fairmont Blvd., Suite 311
Cleveland Heights, Ohio 44106
Attn: Salvatore V. Russo, Vice President

as to the Mortgagee:

City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
Attn: Mayor

or such additional or different address, notice of which is given to the other party.

“Permitted Encumbrances” means such term as defined in Section 2.4 of this Mortgage.

“Property” means the real property more particularly described on Exhibit A hereto.

“State” means the State of Ohio.

“UCC Financing Statements” means financing statements providing notice of the Mortgagee’s security interest in the Mortgaged Property.

Section 1.3. Certain Words and References. Any reference herein to the Mortgagee shall include those succeeding to the Mortgagee’s functions, duties or responsibilities pursuant to or by operation of law or pursuant to the provisions of the Indenture or lawfully performing such functions. Any reference to a section or provision of the Constitution of the State or to a section, provision, chapter or title of the Ohio Revised Code shall include such section, provision, chapter or title as from time to time amended or supplemented.

Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

(End of Article I)

ARTICLE II

PRESERVATION OF SECURITY

Section 2.1. Representations, Warranties and Covenants. The Mortgagor represents, warrants and covenants that:

- (a) The Mortgagor is (i) lawfully seized with indefeasible fee simple title to the Property and the Mortgaged Property and has good and sufficient title to all personal property included in the Mortgaged Property, subject only to Permitted Encumbrances, (ii) has full right and authority to sell, convey, mortgage and pledge the Mortgaged Property, (iii) will warrant and defend to the Mortgagee such title to the Mortgaged Property and the lien, pledge and security interest of the Mortgagee therein and thereon against all claims and demands whatsoever, except as associated with Permitted Encumbrances, and will, except as otherwise herein expressly provided, maintain the priority of the lien of, and the security interest granted by, this Mortgage upon the Mortgaged Property until the Mortgagor shall be entitled to defeasance as provided herein, and (iv) will not initiate or acquiesce in any changes in the zoning classification of the Property or any part thereof which would materially adversely impair the value of the Mortgaged Property.
- (b) The lien, pledge and security interest of this Mortgage is a good and valid lien, pledge and security interest on all the Mortgaged Property, subject only to Permitted Encumbrances.
- (c) No mortgage, financing statement or security agreement purporting to cover any of the Mortgaged Property has heretofore been signed or granted by the Mortgagor or names the Mortgagor as "debtor," except in conjunction with Permitted Encumbrances, and no such financing statement or security agreement is now on file or recorded in any public office, except in conjunction with Permitted Encumbrances.
- (d) The Mortgagor will permit the Mortgagee and its agents and representatives, upon prior written notice and at reasonable times during normal business hours, to inspect the Mortgaged Property and any property or records with respect thereto and to make copies thereof and to enter upon the premises of the Property for such purpose.
- (e) The Mortgagor shall, at the Mortgagor's own expense, from time to time as requested by the Mortgagee take such actions and execute and deliver to the Mortgagee all such instruments, supplements, further assurances and security or other agreements as may be reasonably required or requested by the Mortgagee in order to perfect and continue the Mortgagee's lien, pledge and security interest in the Mortgaged Property hereunder. Upon the occurrence of an Event of Default, the Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's agent

and attorney-in-fact to sign all such instruments, supplements, further assurances and security and other agreements.

Section 2.2. Recordation and Filing. The Mortgagor, at the Mortgagor's expense, shall cause this Mortgage and any UCC Financing Statements, including all necessary amendments, supplements and continuation statements, to be recorded, registered and filed and to be kept recorded, registered and filed in such manner and in such places as may be required to establish, perfect, preserve and protect the lien, pledge and security interest of this Mortgage as a good and valid perfected first best priority lien and security interest on all property, fixtures, and interests therein included in the Mortgaged Property, subject to the Permitted Encumbrances (together with, without limitation, any such property, fixtures and interests acquired after the execution hereof). The Mortgagor hereby irrevocably authorizes the Mortgagee, at the Mortgagor's expense, to file all such UCC Financing Statements, continuation statements and other documents for recording, registering and filing. If reasonably requested by the Mortgagee, the Mortgagor, shall furnish to the Mortgagee an opinion of Independent Counsel specifying the action required and to be taken by the Mortgagor to comply with this Section since the date of this Mortgage or the date of the most recent such opinion or stating that no such action is necessary, as applicable.

Section 2.3. After-Acquired Property. All property of every kind acquired by the Mortgagor after the date hereof, which by the terms hereof is intended to be subject to the lien, pledge and security interest of this Mortgage shall immediately upon the acquisition thereof by the Mortgagor, and without further action by the Mortgagor, subject to the rights of the holder of any Permitted Encumbrance, become subject to the lien, pledge and security interest of this Mortgage as fully as though now owned by the Mortgagor and specifically described herein. Nonetheless, the Mortgagor shall take such actions and execute, acknowledge and deliver such additional instruments as the Mortgagee shall require to further evidence or confirm the subjection of any such property to the lien, pledge and security interest of this Mortgage.

Section 2.4. Disposition of Property; and Liens and Encumbrances. Except as otherwise expressly permitted by this Section, the Mortgagor shall not directly or indirectly sell, convey, assign or transfer or otherwise dispose of the Mortgaged Property in whole, or any part or the interest therein having a value in excess of \$100,000.00, without the prior written consent of the Mortgagee or satisfaction of this Mortgage in full.

The Mortgagor shall not directly or indirectly, without the consent of the Mortgagee, create or permit to remain, and will promptly discharge, any mortgage, lien, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to the Mortgaged Property or any part thereof or the interest of the Mortgagor or the Mortgagee therein or any revenues, income or profit or other sums arising from the Mortgaged Property or any part thereof, (including, without limitation, any lien, encumbrance or charge arising by operation of law) other than the following encumbrances (the "Permitted Encumbrances"):

- (a) liens for taxes, assessments, and governmental charges, which are not at the time required to be paid pursuant to Section 5.1 hereof;

- (b) liens of mechanics, materialmen and suppliers or vendors or rights thereto to the extent permitted by Section 5.2 hereof; and
- (c) this Mortgage and each of the Additional Permitted Encumbrances listed on Exhibit B hereto and any Additional Permitted Encumbrances for mortgages described in Section 2.11.

Section 2.5. Security Agreement and Financing Statement. This Mortgage constitutes a security agreement as to all or any part of the Mortgaged Property which is of a nature that a security interest therein can be perfected under the Commercial Code. This Mortgage also constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code of the State, as amended or recodified from time to time, with respect to any and all property included in the Mortgaged Property which is or may become fixtures. For this purpose, the respective addresses of the Mortgagor, as debtor, and the Mortgagee, as secured party, are as set forth in the preambles of this Mortgage.

Section 2.6. Actions Under Section 1311.14, Ohio Revised Code. The Mortgagor hereby authorizes and empowers the Mortgagee, at the Mortgagee's option, to do all things authorized or required to be done by the Mortgagee, as a secured party under Section 1311.14, Ohio Revised Code, as from time to time amended or supplemented or under any other present or future law of the State relating to the creation or attachment of mechanics', materialmen's or other similar liens.

Section 2.7. No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, or be construed to give the Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would provide the basis for any claim either against the Mortgagee, or that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien, pledge and security interest of this Mortgage.

Section 2.8. The Mortgagee's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien, pledge or security interest or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid obligations, the Mortgagee may, from time to time and without notice, (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or conveyed at any time at the Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligations herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

Section 2.9. Intentionally omitted.

Section 2.10. Advances by the Mortgagee. If the Mortgagor fails, within a reasonable time after written notice from the Mortgagee, to (i) pay the taxes, assessments and other governmental or utility charges except to the extent contested by the Mortgagor by appropriate proceedings, in good faith and for which appropriate reserves have been allocated, (ii) to pay any mechanics 'or other liens or bond over them within 60 days after written notice by the Mortgagee, (iii) to maintain and keep in force casualty property covering the Mortgaged Property, (iv) to maintain the Mortgaged Property, (v) to pay for the defense of claims against the Mortgagee, or (vi) to take any action described in Section 3.3 hereof, the Mortgagee may, but shall not be obligated to, advance funds to pay any such required charges or items. Any funds so advanced shall be paid by the Mortgagor to the Mortgagee on demand, together with interest thereon at the Interest Rate for Advances from the date thereof in addition to all other payments to be made by the Mortgagor pursuant to the Loan Agreement and shall be subject to and secured by this Mortgage as additional indebtedness.

Section 2.11. Subordination to Bank Commercial Real Estate Loan. Mortgagee acknowledges that this Mortgage and the lien of this Mortgage is subject, and shall automatically subordinate in all respects, to the existing commercial open-end mortgage on the Property recorded on June 24, 2021, as Instrument Number 202106240059 in the Cuyahoga County Fiscal Office, with Peoples Bank ("Bank") as the lender (including any extensions, modifications, assignments, replacements and renewals thereof) ("Bank Mortgage"). The Bank Mortgage shall be listed as an Additional Permitted Encumbrance on Exhibit B, pursuant to Section 2.4.

(End of Article II)

ARTICLE III

EVENTS OF DEFAULT AND REMEDIES

Section 3.1. Right to Perform Covenants. If the Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, the Mortgagee, without demand upon the Mortgagor and without waiving or releasing any obligation or default, may, but shall be under no obligation to, upon at least thirty (30) days' written notice to the Mortgagor (unless a shorter period is elsewhere provided), make such payment or perform such act for the account and at the expense of the Mortgagor and may enter upon the Property or any part thereof for such purpose and take all such action thereon as, in the reasonable opinion of the Mortgagee, may be necessary or appropriate for the protection of the Mortgaged Property. Under emergency conditions as determined in the sole discretion of the Mortgagee, no notice shall be required. All payments so made by the Mortgagee and all costs, fees and expenses, shall be subject to and secured by this Mortgage as additional indebtedness. If any action brought to collect such indebtedness or to foreclose or otherwise pursue the remedies of the Mortgagee under this Mortgage, the Mortgagee shall be entitled to the recovery of such expenses in such action except as limited by law or judicial order or decision entered in such action.

Section 3.2. Events of Default. Any one or more of the following events shall be an "Event of Default" under this Mortgage:

- (a) Failure by the Mortgagor to perform or cause to be performed any covenant, agreement or obligation to be performed by the Mortgagor under this Mortgage or the Loan Agreement within thirty (30) days after receipt of written notice by the Mortgagee to the Mortgagor of such failure, provided that if such failure cannot reasonably be cured within thirty (30) days, failure of the Mortgagor to commence the cure within such thirty (30) day period and thereafter pursue such cure until completed in good faith and with due diligence, and an Event of Default shall not be deemed to exist during such period;
- (b) The Mortgaged Property shall be placed under control or custody of any court which shall not be removed within thirty (30) days; or
- (c) An attachment or levy or restraining order shall be issued for any portion of the Mortgaged Property which shall not be removed within thirty (30) days.

Section 3.3 Remedies. If an Event of Default shall have occurred and be continuing, the Mortgagee, at any time during such continuation, at the Mortgagee's election, may exercise any or all or any combination of the remedies conferred upon or reserved to the Mortgagee under this Mortgage, or now or hereafter existing at law, or in equity or by statute. Subject to the foregoing, any or all of the following remedies may be exercised:

- (a) declare the outstanding amount of the Agreed Value secured hereby to be immediately due and payable;

- (c) foreclose the lien, pledge and security interest of this Mortgage as against all or any of the Mortgaged Property;
- (d) appoint a receiver for the rents and profits of the Mortgaged Property, as a matter of right without consideration of the value of the Mortgaged Property as security for the amounts secured by this Mortgage or the solvency of any person or persons liable for the payment of such amounts; the rents and profits of the premises being hereby assigned to the Mortgagee as security for the performance of the obligations of the Mortgagor hereunder;
- (e) take possession of the Mortgaged Property, collecting all rents accruing therefrom, renting the Mortgaged Property, and after deducting the reasonable charges therefor, applying the proceeds to the repayment of the outstanding amount of the Agreed Value, and continuing to do so until all such payments have been made; and
- (f) exercise any rights, remedies and powers the Mortgagee may have at law or in equity, including, without limitation, as a secured party under the Commercial Code or other similar laws in effect, including, without limitation, the option of proceeding as to both personal property and fixtures in accordance with any rights of the Mortgagee with respect to any real property described herein.

Any moneys received by the Mortgagee pursuant to the exercise of remedies provided in this Mortgage shall be applied as provided in Section 3.5 hereof.

Section 3.4 Waiver of Appraisement, Valuation, Redemption, and Marshalling of Assets. The Mortgagor does hereby waive the benefit of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force and agrees not to set up, claim or seek to take advantage of any such law in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the final and absolute sale of the Mortgaged Property or any part thereof or interest therein, or the final and absolute putting into possession, immediately after such sale, of the purchaser or purchasers thereof. The Mortgagor also waives all rights of marshalling of assets in the event of any foreclosure or sale of the Mortgaged Property or any part thereof or any interest therein and agrees that any court having jurisdiction to foreclose the lien, pledge and security interest of this Mortgage or sell the Mortgaged Property may foreclose the lien, pledge and security interest of this Mortgage and sell the Mortgaged Property as an entirety, or in such parcels or portions as may be ordered by the court.

Section 3.5. Application of Proceeds. Any moneys, including, without limitation the proceeds of any sale, by foreclosure or otherwise, of the Mortgaged Property or any part thereof or any interest therein received by the Mortgagee, pursuant to the exercise of any remedies provided in this Mortgage or by law, in equity, or by statute shall, subject to any superior rights of senior lenders as described in Section 2.11, be applied as follows:

First: to the payment of all costs incurred in the collection thereof, including, without limitation, reasonable attorneys' fees and expenses, except as may

have been limited by law or by judicial order or decision entered in any action for the collection thereof;

- Second: to the discharge of any lien which the Mortgagee may consider necessary or desirable to discharge;
- Third: to the repayment of any outstanding amount of the Agreed Value secured by this Mortgage owing to the Mortgagee; and
- Fourth: unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, any balance to or at the direction of the Mortgagor.

Section 3.6. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Mortgagee shall, as a matter of right and to the extent permitted by applicable law and without regard to the adequacy of the Mortgaged Property as security, be entitled to the appointment of a receiver for all or any part of the Mortgaged Property, whether such receivership is incidental to a proposed sale of the Mortgaged Property or otherwise, and the Mortgagor hereby consents to the appointment of such a receiver and covenants not to oppose any such appointment.

Section 3.7. Possession, Management and Income; Assignment. If an Event of Default shall have occurred and be continuing, the Mortgagee, to the extent permitted under the applicable law, *ex parte* and without notice may enter upon the Property and take possession of the Mortgaged Property or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove the Mortgagor and all other persons and any and all property therefrom and may hold, operate and manage the same and receive all revenues, income or profits accruing with respect thereto or any part thereof. The Mortgagee shall not have liability for any such taking of possession, entry, removal, holding, operation or management.

Section 3.8. Remedies Cumulative. If any Event of Default shall have occurred, the Mortgagee, in addition to each right, power and remedy of the Mortgagee provided in this Mortgage, may undertake appropriate judicial proceedings or may proceed with any other right or remedy existing at law or in equity or by statute or otherwise, independent of or in aid of the rights, powers and remedies conferred in this Mortgage, as the Mortgagee may deem best for the protection and enforcement of the Mortgagee's rights under this Mortgage. Each right, power and remedy of the Mortgagee provided for in this Mortgage now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise or partial exercise by the Mortgagee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Mortgagee of any or all such other rights, powers or remedies.

Section 3.9. Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable under any applicable law.

Section 3.10. No Waiver by the Mortgagee. No failure by the Mortgagee to insist upon the strict performance of any term hereof, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 3.11. Discontinuance of Proceedings and Restoration of Status Quo. In case the Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage by sale, foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

Section 3.12. No Liability. The Mortgagee shall not have any liability for any loss, damage, injury, cost or expense resulting from any act or omission to act by the Mortgagee, or any of its officers, directors, employees or agents, which has been taken or omitted in good faith.

(End of Article III)

ARTICLE IV

AMENDMENTS, SETOFF, TAXATION

Section 4.1. Amendments, Changes and Modifications. Except as otherwise provided in this Mortgage, this Mortgage may not be amended, supplemented or terminated without the prior written consent of the Mortgagor and the Mortgagee. This Mortgage and the Loan Agreement contain all of the representations, warranties and agreements of the parties hereto with respect to the subject matter hereof, and all prior understandings, representations and warranties (whether oral or written) with respect to such matters are superseded.

Section 4.2. Waiver of Setoff. All sums payable by the Mortgagor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of the Mortgagor hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided herein, by reason of (i) any damage to, or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof, or transfer in lieu thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Mortgagor or any action taken with respect to this Mortgage by any trustee or receiver of the Mortgagor, or by any court in such proceeding; (v) any claim which the Mortgagor has or might have against the Mortgagee; (vi) any default or failure on the part of the Mortgagee to perform or comply with any of the terms hereof or of any other agreements pertaining to the lien, pledge or security interest on the Mortgaged Property with the Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, the Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby.

Section 4.3. Brundage Clause. In the event of the passage or enactment of any law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements or debts secured by mortgages or security agreements or the manner of collecting taxes so as to adversely affect the Mortgagee shall send written notice of such passage or enactment, to the Mortgagor, and the Mortgagor shall elect to either assume, in a manner reasonably satisfactory to the Mortgagee, the obligation to pay any taxes or other financial burdens imposed upon the Mortgagee or pay the indebtedness secured by the Mortgage in full, in which event the Mortgagee shall record a release of this Mortgage.

Section 4.4. Notices. Any notice, request, consent, approval or demand (collectively, a “Notice”) given or made under this Mortgage shall be in writing and shall be given in the following manner: (a) by personal delivery of such Notice; (b) by mailing of such Notice by certified mail, return receipt requested; or (c) by nationally recognized commercial overnight delivery of such Notice for next business day delivery. All Notices shall be delivered to the Notice Address for any party hereto. Notice served by certified mail shall be effective on the fifth business day after the date of mailing. Notice served by commercial overnight delivery shall be effective on the next business day following deposit with the overnight delivery company.

(End of Article IV)

ARTICLE V

TAXES, MECHANICS' LIENS, INSURANCE, EMINENT DOMAIN, DEMOLITION

Section 5.1. Payment of Taxes and Other Governmental Charges. The Mortgagor shall pay or cause to be paid all taxes, assessments, whether general or special, and other governmental and/or utility charges and assessments.

Section 5.2. Mechanics and Other Liens. The Mortgagor shall take such steps as shall be necessary, or shall cause all necessary steps to be taken, so that no mechanics', materialmen's, suppliers', vendors' or similar liens or rights thereto shall exist against the Mortgaged Property. The Mortgagor shall provide to the Mortgagee, upon request, reasonably satisfactory evidence of the payment and discharge of any such liens, charges and encumbrances.

Section 5.3. Insurance. The Mortgagor shall keep the Mortgaged Property continuously insured or shall cause the Property to be kept continuously insured, insuring against casualty or loss in a commercially reasonable amount and manner so as to adequately preserve Mortgagee's interest in the Mortgaged Property. Any proceeds of property insurance providing such coverage shall be paid to Mortgagor, except to the extent necessary to repay the outstanding amount of the Agreed Value. Any proceeds of policies providing public liability insurance coverage shall be applied toward the extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

Section 5.4. Eminent Domain. If title to or the temporary use of the Mortgaged Property, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Mortgagor will promptly give written notice thereof to the Mortgagee describing the nature and extent of such taking. Any proceeds received from any award made in such eminent domain proceedings shall, if received prior to the release and discharge of this Mortgage, be first used to satisfy any sums due and owing under this Mortgage prior to the use of said funds for any other purpose.

(End of Article V)

ARTICLE VI

MISCELLANEOUS

Section 6.1. Additional Security. Without notice to or consent of the Mortgagor and without impairment of the lien and rights created by this Mortgage, the Mortgagee may accept from the Mortgagor or from any other persons additional security for the indebtedness secured by this Mortgage. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, or first, to the security created by this Mortgage, in either case without affecting the lien hereof and the rights conferred hereunder.

Section 6.2. Release of Mortgaged Property and Easements. In addition to the partial release of this Mortgage as provided for in Section 2.8, above, at the request of the Mortgagor, the Mortgagee may, at any time and from time to time, consent to, join in or permit a release of any part of the Mortgaged Property or the granting of any easements, licenses, party wall rights and rights of lateral support with respect to the Property. None of the foregoing shall impair in any manner the validity, or except as specifically provided therein the priority, of this Mortgage.

Section 6.3. Release and Discharge. Upon satisfaction by Mortgagor of its Obligations under the Loan Agreement, Mortgagee will release the security of this Mortgage to the Mortgagor. The Mortgage shall be null and void and of no future force and effect. Mortgagor will pay any and all costs for recording such release. Upon the written request and at the expense of the Mortgagor, the Mortgagee will execute and deliver such proper instruments of release and discharge as may reasonably be requested to evidence such defeasance, release and discharge.

Section 6.4. Inspection. The Mortgagee and its representatives are hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours during the term of this Mortgage.

Section 6.5. Expenses. The Mortgagor will, to the extent permitted by law, immediately upon demand pay or reimburse the Mortgagee for, or require that the Mortgagee be paid or reimbursed for, all reasonable attorneys' fees, costs and expenses incurred by the Mortgagee in any proceedings affecting or relating to this Mortgage, including, but not limited to, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and any such amounts paid by the Mortgagee shall, except as may be limited by law or judicial order or decision, be added to the indebtedness secured hereby and secured by the lien and security interest of this Mortgage and shall bear interest at the Interest Rate for Advances.

Section 6.6. Books, Records and Accounts. The Mortgagor will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with its operations relating to the Mortgaged Property. The Mortgagee and its designees shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of the

Mortgagor or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Mortgagee shall desire.

Section 6.7. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien and security interest thereof do not merge in fee simple title to Mortgagor's interest in the Mortgaged Property, it is hereby understood and agreed that should the Mortgagee acquire any additional or other interests in or to the Mortgaged Property or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien and security interest thereof shall not merge in the fee simple title, so that this Mortgage may be foreclosed as if owned by a stranger to that title and interest.

Section 6.8. General Provisions. This Mortgage shall be deemed to be made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State and shall inure to the benefit of and be binding upon the Mortgagor, the Mortgagee and their respective permitted successors and assigns. If any term or provision of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected thereby. The captions or headings herein shall be solely for convenience.

Section 6.9. Governing Law; Venue. This Mortgage shall be governed by the laws of the State of Ohio and venue for any dispute shall be in any court of competent jurisdiction located within Cuyahoga County.

(End of Article VI)

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage to be effective as of the date first written above.

THE CEDAR-GRANDVIEW COMPANY, an
Ohio corporation

By: _____
Salvatore J. Russo, President

Salvatore V. Russo, Vice-President

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this __ of June, 2024 by Salvatore J. Russo, the President, and Salvatore V. Russo, the Vice-President, of The Cedar-Grandview Company, an Ohio corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Notary Public

This Instrument Prepared By:
Natalie Rothenbuecher, Esq.
Roetzel and Andress
222 S. Main Street
Akron, Ohio 44308
nrothenbuecher@ralaw.com

EXHIBIT A

PROPERTY

Address: 12426-38 Cedar Road, Cleveland Heights, Ohio 44106

Permanent Parcel Number: 685-26-004

Real property in the City of Cleveland Heights, County of Cuyahoga, State of Ohio, described as follows:

PARCEL 1:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio, and described as follows:

And known as being Sublot No. Eleven (11) and the Westerly Thirty-eight (38) feet of Sublot No. Twelve (12) in Walton Brothers' Cedar Heights Allotment of part of Original One Hundred Acre Lot No. 413 as shown by the recorded plat of said Allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records.

Said Sublot No. 11 and the Westerly Thirty-eight (38) feet of Sublot No. 12 together form a parcel of land having a frontage of Eighty-eight (88) feet on the Southerly side of Cedar Avenue and extending back of equal width One Hundred Fifty (150) feet, be the same more or less.

PARCEL 2:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio: And known as being a part of Sub Lots Nos 12 and 13 in Walton Brother's Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and bounded and described as follows:

Beginning in the Southerly line of Cedar Road, at a point which is distant 6 feet Westerly, measured along said Southerly line from the Northeasterly corner of said Sub Lot No. 12;

Thence Southeasterly along the Southwesterly line of land conveyed to City of Cleveland Heights by Deed dated May 11, 1932 and recorded in Volume 4538, Page 606 of Cuyahoga County Records, said Southwesterly line being also the Southwesterly line of Cedar Road, as widened, 50.56 feet to the Easterly line of said Sub Lot No. 13

Thence Southerly along said Easterly line of Sub Lot No. 13, 143.31 feet to the Southeasterly corner thereof;

Thence Westerly along the Southerly line of said Sub Lots Nos. 13 and 12, 50 feet;

Thence Northerly and parallel with the Easterly line of said Sub Lot No. 12, 150 feet to the place of beginning, as appears by said plat, be the same more or less.

PARCEL 3:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio: And known as being the Southerly 28.56 feet of Sublot No. 15 and the Northerly 31.44 feet of Sublot No. 16 in Walton Brother's Cedar Heights Allotment of a part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat of said allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together form a parcel of land having a frontage of 60 feet on the Easterly side of Grandview Avenue and extending back between parallel lines 138 feet, as appears by said plat, be the same more or less.

PARCEL 4:

Situated in the City of Cleveland Heights, County of Cuyahoga, and State of Ohio: And known as being Sublot No. 14 and the Northerly 11.44 feet of Sublot No. 15 in Walton Brother's Cedar Heights Allotment of part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps,

Page 22 of Cuyahoga County Records and together forming a parcel of land, bounded and described as follows:

Beginning in the Easterly line of Grandview Avenue at the Northwesterly corner of said Sublot No. 14;

Thence Southerly along the Easterly line of Grandview Avenue 50 feet;

Thence Easterly parallel with the Southerly line of said Sublot No. 15, 138 feet;

Thence Northerly along the Easterly line of said Sublots Nos. 15 and 14, 49 feet to the Northeasterly corner of said Sublot No. 14,

Thence Westerly along the Northerly line of said Sublot No. 14, 138 feet to the place of beginning, be the same more or less.

PARCEL 5:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio, and described as follows:

And known as being the Southerly 8.56 feet of Sublot No. 16 and all of Sublot No. 17 and the Northerly 11.44 feet of Sublot No. 18 in Walton Bros. Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat in Volume 19 of Maps, Page 22 of Cuyahoga County Records, and together forming a parcel of land having a frontage of 60 feet on the Easterly side of Grandview Avenue, and extending back of equal width 138 feet, as appears by said plat, be the same more or less.

PARCEL 6:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio, and described as follows:

And known as being the Southerly 18-56/100 feet of Sublot No. 19 and the Northerly 26-44/100 feet of Sublot No. 20 in Walton Brothers' Cedar Heights Allotment, of part of Original One Hundred Acre Lot No. 413, as shown by the recorded plat of said Allotment in Volume 19 of Maps, Page 22 of Cuyahoga County Records. Said parts of Sublots Nos. 19 and 20 together form a parcel of land having a frontage of 45 feet on the Easterly side of Grandview Avenue, and extends back between parallel lines 138 feet, as appears by said plat, be the same more or less.

PARCEL 7:

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio, and described as follows:

And known as being the Southerly 28-56/100 feet front to rear of Sublot No. 18 and then Northerly 21-44/100 feet front to rear of Sublot No. 19 in Walton Brothers Cedar Heights Allotment of part of Original 100 Acre Lot No. 413, as shown by the recorded plat of said subdivision in Volume 19 of Maps, Page 22 of Cuyahoga County Records and together forming a parcel of land having a frontage of 50 feet on the Easterly side of Grandview Avenue and extending back of equal width 138 feet as appears by said plat, be the same, more or less.

EXHIBIT B

ADDITIONAL PERMITTED ENCUMBRANCES

The Commercial Open-End Real Estate Mortgage recorded on June 24, 2021, in the Cuyahoga County Fiscal Office as Instrument Number 202106240059.