

FILED

FEB 21 2023

Tax year 2022BOR no. 2022-011DTE 1
Rev. 12/22County SanduskyDate received 2/21/23**Complaint Against the Valuation of Real Property**

Answer all questions and type or print all information. Read instructions on back before completing form.

Attach additional pages if necessary.

This form is for full market value complaints only. All other complaints should use DTE Form 2

☐ Original complaint ☐ Counter complaint

Notices will be sent only to those named below.

	Name	Street address, City, State, ZIP code	
1. Owner of property	Tracey Lacer	6780 Co. Rd 67 Gibsonburg Ohio 43431	
2. Complainant if not owner			
3. Complainant's agent			
4. Telephone number and email address of contact person 419-779-2869 traceylacer@yahoo.com			
5. Complainant's relationship to property, if not owner owner			
If more than one parcel is included, see "Multiple Parcels" Instruction.			
6. Parcel numbers from tax bill	Address of property		
27-50-00-0021-00	101 N Main St Gibsonburg Ohio 43431		
27-50-00-0022-00	101 N Main St Gibsonburg Ohio 43431		
27-50-00-0020-00	101 N Main St Gibsonburg Ohio 43431		
7. Principal use of property Commercial Business			
8. The increase or decrease in market value sought. Counter-complaints supporting auditor's value may have -0- in Column C.			
Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value
27-50-00-0021-00	purchase price of all 3 parcels on 10/20/22 was 99,000.00	error 12 purchase price	total reduced
27-50-00-0022-00		error 12 \$99,000.00	value of All 3
27-50-00-0020-00		All 3 parcels	\$468,400.00
9. The requested change in value is justified for the following reasons: \$567,400.00 Bank building was for sale 75 years and 5/3 Bank was unable to sell at the value listed in the tax Dept. Purchase Price for All 3 parcels was 99,000.00 therefore is the current value.			

10. Was property sold within the last three years? ☒ Yes ☐ No ☐ Unknown If yes, show date of sale 10/20/2022
and sale price \$ 99,000 ; and attach information explained in "Instructions for Line 10" on back.

11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.

12. If any improvements were completed in the last three years, show date none and total cost \$ _____

13. Do you intend to present the testimony or report of a professional appraiser? ☐ Yes ☐ No ☒ Unknown

14. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet. See R.C. section 5715.19(A)(2) for a complete explanation.

- | | |
|--|---|
| <input type="checkbox"/> The property was sold in an arm's length transaction. | <input type="checkbox"/> The property lost value due to a casualty. |
| <input type="checkbox"/> A substantial improvement was added to the property. | <input type="checkbox"/> Occupancy change of at least 15% had a substantial economic impact on my property. |

15. If the complainant is a legislative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 5715.19(A)(8) requires this section to be completed.

- ☐ The complainant has complied with the requirements of R.C. section 5715.19(A)(6)(b) and (7) and provided notice prior to the adoption of the resolution required by division (A)(6)(b) of that section as required by division (A)(7) of that section.

I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date 2/21/2023 Complainant or agent (printed) Tracey Lacer Title (if agent) _____

Complainant or agent (signature) Tracey Lacer _____

Sworn to and signed in my presence, this _____ day of _____
(Date) (Month) (Year)

Notary _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into effective as of the 20th day of Ocotober, 2022, ("Effective Date") by and between **FIFTH THIRD BANK, NATIONAL ASSOCIATION** (the "**Seller**") and **TRACEY LACER**, individually (the "**Buyer**").

WITNESSETH:

WHEREAS, Seller is the owner of that certain tract of land located at 101 N. Main Street, Gibsonburg, Sandusky County, Ohio, Parcel Numbers 27-50-00-0020-00, 27-50-00-0021-00, and 27-50-00-0022-00, together with all building improvements thereon (collectively, the "**Property**"); and

WHEREAS, Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the Deposit (as defined below) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **SALE OF THE PROPERTY.** Seller agrees to bargain, sell, grant, convey and deliver the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the price and on the terms and conditions set forth herein. Prior to Closing (as hereinafter defined), Seller may, in its sole discretion, remove any personal property located on the Property without any reduction in the Purchase Price. In addition, without limiting the generality of the foregoing, Seller will, prior to Closing, (i) remove any automated teller machines (including any equipment or facilities related to such automated teller machines, and any contents of such automated teller machines), and cover any opening or hole in improvements left by such removal with plywood, and may, at Seller's option (ii) remove or de-brand any existing signage located on the Property and/or (iii) remove any cameras and/or other security related equipment. Any personal property left by Seller at Closing shall be deemed left for the convenience of both parties, and shall be deemed to have no value.

2. **PURCHASE PRICE; PAYMENT OF PURCHASE PRICE.**

(a) **Purchase Price.** The total purchase price for the Property is Ninety-Nine Thousand and 00/100 Dollars (\$99,000.00) (the "**Purchase Price**") payable by Buyer to Seller at the Closing (as hereinafter defined), subject to prorations and other credits provided for in this Agreement.

(b) **Payment of Purchase Price.** The Purchase Price shall be paid in the following manner:

(i) Within three (3) days of the Effective Date, Buyer shall deliver to a title insurance company located in Ohio, that is reasonably acceptable to Buyer and Seller (the "**Escrow Agent**") an earnest money deposit in the amount of Ten Thousand and 00/100 Dollars

(\$10,000.00) (the "Deposit") which shall be payable by wire transfer of immediately available United States funds. The Deposit shall be deposited by Escrow Agent in a non-interest bearing account at a federally insured depository institution, to be held by Escrow Agent in escrow pending Closing or other disbursement in accordance with the terms of this Agreement.

(ii) On the Closing Date (as hereinafter defined), and subject to the terms of this Agreement, Buyer shall pay to Seller the Purchase Price by wire transfer of immediately available United States funds as directed by Seller. The Deposit shall be applied to the Purchase Price at Closing.

3. INSPECTION PERIOD; DUE DILIGENCE MATERIALS; TERMINATION.

(a) **Inspection Period.** Commencing on the Effective Date, and for a period ending sixty (60) days thereafter at 5:00 p.m. Eastern Standard Time (the "Inspection Period"), Buyer and Buyer's agents shall have the right (upon prior written notice to and coordination with Seller) to enter upon the Property for the limited purpose of performing such non-invasive inspections, studies and tests thereon as Buyer may deem reasonably appropriate, subject to the terms of this Agreement. Prior to any entry onto the Property by Buyer or its agents, Buyer shall provide to Seller a certificate of insurance evidencing that Buyer carries commercial general liability insurance in an amount not less than \$1,000,000 for injury or death of one person in any one occurrence and in an amount not less than \$1,000,000 for injury or death of more than one person in any one occurrence and against liability for damage to property in the amount of \$1,000,000 for each occurrence for Buyer and all of its agents seeking access to the Property, naming Seller as additional insured. Such insurance shall be maintained by Buyer in full force and effect until the earlier of Closing or the termination of this Agreement. Buyer agrees that any invasive testing of the Property shall be held to a minimum and shall only be as is necessary for the reasonable inspection of the Property; and notwithstanding the foregoing or anything herein to the contrary, Buyer shall have no right to perform a Phase II environmental study on the Property without first obtaining Seller's express written consent will not be unreasonably withheld if Buyer's Phase I recommends a Phase II investigation. Buyer acknowledges that it shall assume all risks involved in entering upon the Property for the performance of such activities by Buyer or Buyer's agents, and shall indemnify, defend and hold Seller harmless from and against all loss, liability, costs, claims, demands, damages, actions, causes of action, suits and expenses (including but not limited to attorneys' fees, expert witness fees and court costs) arising out of, related to or caused by such activities. Furthermore, in the event that this Agreement fails to close for any reason whatsoever, Buyer shall, at its sole cost and expense, repair any damage to the Property caused by Buyer's activities on the Property, and shall return the Property to the condition it was in prior to Buyer's activities on the Property. Notwithstanding the foregoing, Buyer's rights under this paragraph are subject to the following limitations, covenants and agreements: (i) prior to any entry onto the Property by Buyer or its agents, Buyer shall give Seller notice at least one (1) business day before conducting any inspections on the Property, and a representative of Seller shall have the right to be present when Buyer or its representatives conducts its or their investigations on the Property; (ii) neither Buyer nor its representatives shall interfere with the use, occupancy or enjoyment of the Property by Seller or other occupants thereof; (iii) neither Buyer nor its agents shall damage the Property or any portion thereof; (iv) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules regulations, ordinances, and

policies in conducting any of its inspections or testing of the Property; (v) Buyer agrees to keep the Property free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Buyer or Buyer's representatives or agents in connection with any inspection or testing, and if any such lien shall at any time be filed, Buyer shall cause the same to be discharged of record within ten (10) days thereafter by satisfying the same (and if Buyer fails to do so, Seller may discharge the same at Buyer's expense and receive an applicable portion of the Deposit from the Escrow Agent to reimburse Seller therefor); (vi) except as approved by Seller in writing, in no event shall Buyer or Buyer's representatives or agents have the right to place any materials or equipment on the Property (including without limitation, signs or other advertising material) until after the Closing has occurred; and (vii) Buyer and Buyer's representatives and agents hereby waive any and all claims against Seller and Seller's agents for any injury to persons or damage to property arising out of any inspections or other work performed by Buyer or its representatives and agents, including but not limited to any damage to the tools and equipment of Buyer and Buyer's representatives and agents, all of which shall be brought onto the Property at the sole risk and responsibility of Buyer and Buyer's representatives and agents.

(b) Due Diligence Materials. In the event that the transactions contemplated herein fail to close for any reason whatsoever, Buyer hereby agrees that Buyer shall immediately deliver to Seller, at Buyer's cost and expense and at no cost or expense to Seller: (i) a list setting forth the names of all persons or entities who conducted investigations, examinations, tests or inspections of or with respect to the Property on behalf of or at the instance of Buyer, (ii) all reports, studies, surveys, site plans and other written or graphic material of any kind or nature whatsoever generated, collected, prepared or compiled in connection with such investigations, examinations, tests or inspections (collectively, the "**Due Diligence Materials**"), (iii) any and all reports, studies, surveys, site plans and other written or graphic material of any kind or nature whatsoever furnished to Buyer by Seller, without retaining copies thereof and (iv) any keys to the Property provided to Buyer. Notwithstanding anything contained herein to the contrary, no termination of this Agreement by Buyer pursuant to any provision of this Agreement permitting termination by Buyer shall be deemed effective unless and until Buyer shall have delivered to Seller all items required by this grammatical paragraph. All inspections, examinations and studies of the Property shall be at Buyer's sole cost and expense. All of Buyer's duties and obligations under this Section 3 shall survive the termination of this Agreement or the closing of the transactions contemplated in this Agreement.

(c) Termination Notice. Should Buyer determine during the Inspection Period that Buyer does not desire to purchase the Property, then Buyer may terminate this Agreement by, prior to the expiration of the Inspection Period: (i) delivering written notice to Seller of Buyer's desire to terminate this Agreement, and (ii) delivering to Seller the Due Diligence Materials and otherwise complying with Buyer's obligations under this Section 3 (collectively, the "**Termination Requirements**"). Should Buyer timely comply with the Termination Requirements, then (i) this Agreement shall thereupon become null, void and of no further effect, (ii) the parties shall be relieved of all obligations hereunder (except for those duties and obligations that expressly survive the termination of this Agreement), and (iii) the Deposit shall be returned to Buyer. Should Buyer not timely comply with the Termination Requirements, then this Agreement shall continue in full force and effect, and Buyer shall be deemed to have accepted the condition of the Property and irrevocably waived its right to terminate this Agreement (and to receive a return of the Deposit) for any reason whatsoever other than for (i) Seller's subsequent default

hereunder or (ii) the non-occurrence of the condition to closing set forth in Section 6 of this Agreement.

4. **SURVEY AND TITLE.**

(a) **Survey.** Prior to the expiration of the Inspection Period, Buyer may cause an Ohio licensed surveyor to prepare an ALTA survey of the Property (the "**Survey**") and to provide two (2) copies of the Survey to Buyer and Seller. Buyer shall have until the expiration of the Inspection Period to approve the Survey or to notify Seller in writing of its objections thereto, if any (the "**Survey Objections**"). Buyer's failure to timely provide Survey Objections to Seller shall be deemed a waiver of Buyer's right to object to any matters related to survey. If Buyer raises any Survey Objections, then Seller may, but shall have no obligation, to cure and remove such Survey Objections on or before the Closing Date at Seller's expense. If Seller notifies Buyer ("**Seller's Survey Notification**") that Seller is unwilling or unable to cure the Survey Objections on or before the Closing Date, then Seller shall not be in default hereunder, and Buyer shall have as its sole and exclusive remedy, the option to (i) terminate this Agreement by providing Seller with written notice of its intent to do so no later than the earlier of five (5) days after Buyer's receipt of Seller's Survey Notification or the Closing Date (failure to timely provide such notice to Seller shall be deemed a waiver of Buyer's right to terminate under this Section 4(a)), or (ii) waive such defects and proceed to close the transactions contemplated herein, accepting the Property as it then is and without setoff or reduction in the Purchase Price. In the event Buyer shall timely elect to terminate because of an uncured Survey Objection, then Escrow Agent shall return the Deposit to Buyer, and the parties hereto shall be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

(b) **Title.** Prior to the expiration of the Inspection Period, Buyer shall conduct a title examination of the Property and obtain a commitment or binder for issuance of an owner's title insurance policy issued by a title insurance company of Buyer's choice. Buyer shall have until the expiration of the Inspection Period to provide Seller with written notice of Buyer's objections to the title of the Property, if any (the "**Title Objections**"). Buyer's failure to timely provide Title Objections to Seller shall be deemed a waiver of Buyer's right to object to any matters related to the title to the Property. If Buyer raises any Title Objections, then Seller may, but shall have no obligation, to cure and remove such Title Objections on or before the Closing Date at Seller's expense. If Seller notifies Buyer ("**Seller's Title Notification**") that Seller is unwilling or unable to cure the Title Objections on or before the Closing Date, then Seller shall not be in default hereunder, and Buyer shall have as its sole and exclusive remedy, the option to (i) terminate this Agreement by providing Seller with written notice of its intent to do so no later than the earlier of five (5) days after Buyer's receipt of Seller's Title Notification or the Closing Date (failure to timely provide such notice to Seller shall be deemed a waiver of Buyer's right to terminate under this Section 4(b)), or (ii) waive such defects and proceed to close the transactions contemplated herein, accepting title to the Property as it then is and without setoff or reduction in the Purchase Price. In the event Buyer shall timely elect to terminate because of an uncured Title Objection, then Escrow Agent shall return the Deposit to Buyer, and the parties hereto shall be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

5. **CLOSING.** Buyer and Seller agree that the Closing shall occur as follows:

(a) **Place and Date of Closing.** The consummation of the transactions contemplated under this Agreement (the "Closing") shall occur by mail escrow, via the Escrow Agent within fifteen (15) days of the expiration of the Inspection Period (the actual date of Closing being defined herein as the "**Closing Date**").

(b) **Seller's Instruments.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

(i) A limited warranty deed executed by Seller conveying to Buyer fee simple title to the Property (the "Deed"), subject to subject to (A) non-delinquent real property taxes and assessments; (B) all easements, covenants, conditions, restrictions and other agreements of record; (C) all matters which would be disclosed by a recent and accurate survey of the Property; (D) public streets and legal highways; (E) municipal, zoning and subdivision laws and ordinances; (F) a restriction which will run with the Property for a period of ten (10) years from Closing, prohibiting Buyer, its successors and assigns from operating, constructing on or placing signage relating to or otherwise advertising on or relating to (including but not limited to "Coming Soon" signs) any financial institutions, banks, savings and loans, trust companies, ATM's, automated teller machines or other free standing cash dispensing or financial transaction machines, stock brokerages, mortgage companies, brokerages, credit unions, or any type of financial services entity or any entity offering any Banking Services (as defined herein), on the Property or any portion thereof and from permitting any third party to use, construct or place signage on or otherwise advertise on or related to (including but not limited to "Coming Soon" signs) the Property for or relating to any type of brokerage, mortgage and financial services and Banking Services; and (G) a restriction which will run with the Property for a period of two (2) years from the Closing Date, prohibiting Buyer, its successors and assigns and any third party or other entity from operating on or using the Property or any portion thereof for any marijuana-related activities, including but not limited to the possession, sale, cultivation, manufacturing, dispensing or distribution of marijuana for medical or recreational purposes, and/or the sale, manufacturing, dispensing or distribution of paraphernalia for use with marijuana or illicit drugs (collectively, "**Marijuana Uses**"). Notwithstanding anything to the contrary herein, the preceding restriction against Marijuana Uses as to Buyer only shall run with the land without expiration unless otherwise agreed in writing by the Seller. As used herein "**Banking Services**" will mean the provision of checking, savings, check cashing, credit card, commercial loan, consumer loan, residential loan, international letters of credit, trust, automatic teller, securities brokerage and other financial services provided by commercial banking and savings and loan institutions to commercial and consumer customers. The Deed shall provide that in the event of a breach, or attempted or threatened breach of such use restrictions, Seller or its successors or assigns, shall be entitled to full and adequate relief by injunction and all other available legal and equitable remedies from the consequences of such breach. The Deed shall convey the Property by the legal description of the Property as acquired by Seller.

(ii) A non-foreign status affidavit executed by Seller.

(iii) A closing statement duly executed by Seller setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

(iv) A certificate containing the information necessary to complete a 1099-S Form.

(v) A title affidavit in the form attached hereto as Exhibit A.

(vi) Evidence of authority to execute the closing documents required of Seller hereunder and enter into this Agreement.

(c) Buyer's Instruments. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following items:

(i) The Purchase Price.

(ii) A closing statement duly executed by Buyer setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

(iii) Evidence of authority to enter into this Agreement and to execute the closing documents required of Buyer hereunder.

6. CONDITION TO CLOSING. Buyer's obligation to close on the transaction contemplated in this Agreement is subject to and contingent there being no material, adverse change in title to the Property after the expiration of the Inspection Period which is not cured by Seller. In the event that the transaction contemplated herein closes, Buyer hereby expressly agrees that the condition set forth in this Section 6 shall be deemed waived by Buyer.

7. CLOSING COSTS. Seller shall pay the following: (a) the cost of preparation of the Deed and the other documents to be delivered by Seller, (b) all documentary transfer taxes levied by state or local authorities in connection with the transfer of title, (c) its proportionate share of the expenses to be prorated as set forth in this Agreement, and (d) any brokerage commission owed by Seller under this Agreement. Buyer shall pay the following: (a) the cost of preparation of the documents to be delivered by Buyer; (b) the Deed recording fee, (c) the costs of obtaining the Survey, title insurance commitment and policy, environmental audit and other due diligence reports, (d) its proportionate share of the expenses to be prorated as set forth in this Agreement, (e) any closing fee, escrow fee or similar fee charged by Escrow Agent, and (f) any brokerage commission owed by Buyer under this Agreement. Except as otherwise provided herein, each party hereto agrees to bear its own expenses, including but not limited to, attorneys' and advisors' fees.

8. ADJUSTMENTS AND PRORATIONS. Ad valorem taxes and assessments and other expenses relating to the Property shall be prorated as of the Closing Date in the manner customary under the laws of the state in which the Property is located, based upon actual days involved. To the extent that the actual amounts of such charges and expenses referred to in this paragraph are unavailable at the Closing Date, the closing statement shall be based upon estimated amounts, and a readjustment of these items shall be made upon the request by either party to this Agreement within thirty (30) days after the Closing Date. In the event that ad valorem taxes for the year of Closing have not been established as of the Closing Date, Seller and Buyer agree to prorate ad valorem taxes based upon estimated taxes for the preceding year and in the event the actual taxes differ from such estimate, Seller and Buyer agree to adjust the proration upon the

request by either party to this Agreement. Any such adjustment payment shall be made within fifteen (15) days after notification by either party that such adjustment is necessary.

Seller and Buyer hereby agree that if ad valorem taxes for the Property for the year of Closing may be paid at Closing, the same shall be paid at Closing. In the event that such ad valorem taxes for the year of Closing cannot be paid at Closing, then the parties shall prorate said taxes in accordance with this Section 8, and Buyer shall thereafter pay said ad valorem taxes for the Property for the year of Closing before said taxes become delinquent. Buyer agrees to, and hereby does, indemnify and hold Seller harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature arising out of or with respect to Buyer's failure to timely pay said taxes in accordance with the preceding sentence. Buyer's obligations under this paragraph shall survive Closing.

Notwithstanding anything herein to the contrary, in the event that Seller has heretofore protested or appealed, or, prior to the Closing Date, protests or appeals, the ad valorem taxes for the Property or the tax valuation of the Property for the year of Closing or a prior year: (a) Seller shall have the continued right, but not the obligation, to continue to prosecute such protest or appeal after Closing, and Buyer shall cooperate with Seller's reasonable requests in connection with the same; and (b) if such protest or appeal results in a reduction in the ad valorem taxes payable, such that Buyer or Seller receives (in the form of a refund, credit, or otherwise) any amounts as a result of such protest, such amounts will be (1) due and owing solely to Seller (and promptly paid by Buyer to Seller, in event received by Buyer) to the extent relating to any year prior to the year of Closing and (2) shared between Seller and Buyer, on a pro rata basis based upon the Closing Date, to the extent relating to the year of Closing, but Buyer shall also be obligated to reimburse Seller for Buyer's pro rata share of the costs incurred by Seller in pursuing such protest or appeal. Buyer acknowledges and agrees that any "rollback" or similar taxes imposed because of a change in use or ownership of the Property shall be the sole and exclusive responsibility of Buyer, and that Seller shall have no obligation in connection therewith.

Notwithstanding the foregoing, no prorations will be made in relation to insurance premiums, and Seller's insurance policies will not be assigned to Buyer.

Notwithstanding the foregoing, final readings and final billings for utilities will be made as of the Closing Date, and all utilities consumed on the Property before the Closing Date shall be at Seller's expense. Seller will be entitled to all deposits presently in effect with the utility providers, and Buyer will be obligated to make its own arrangements for deposits with the utility providers.

9. **DELIVERY OF POSSESSION; CASUALTY.** Possession of the Property will be delivered to Buyer on the Closing Date. If prior to the Closing Date there shall occur damage to the Property caused by fire or other casualty, then the Closing shall take place as provided herein, and Seller shall assign to Buyer all rights to insurance proceeds and claims, if any, available as a result of such destruction or damage.

10. **CONDEMNATION.** If, prior to the Closing Date, all or a substantial part of the Property is taken by any governmental authority under its power of eminent domain, Buyer shall take title to the Property at Closing without any abatement or adjustment in the Purchase Price, in

which event Seller shall unconditionally assign its rights in the condemnation award to Buyer (or Buyer shall receive the condemnation award from Seller if it has already been paid to Seller prior to Closing).

11. **DEFAULT; REMEDY.** If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Buyer shall have the option, as its sole and exclusive remedy, to either (a) waive such default, or (b) terminate this Agreement by written notice to Seller and upon such termination receive the Deposit as full liquidated damages and in full satisfaction of all remedies as are available at law or in equity to Buyer, including specific performance, it being agreed between Buyer and Seller that Buyer's actual damages in the event of a default by Seller will be difficult to ascertain, that such liquidated damages represent the parties' best estimate of such damages, that Seller and Buyer believe such liquidated damages are a reasonable estimate of such damages, and that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages. Under no circumstances shall Seller be liable to Buyer for damages, whether actual, consequential, punitive, speculative, or otherwise.

If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, Seller shall have the option to (a) terminate this Agreement by written notice to Buyer and upon such termination the Deposit shall immediately be paid to Seller, (b) sue Buyer for specific performance, or (c) in addition to and not to the exclusion of the remedies in (a) and (b) immediately above, bring an action against Buyer for monetary damages.

Except as expressly provided herein, if either Buyer or Seller elects to obtain from Escrow Agent the Deposit as set forth above, upon termination of this Agreement and Escrow Agent's disposition of the Deposit pursuant to the terms of this Section 11, this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall thereafter have any rights, duties, liabilities, or obligations whatsoever hereunder (except for those rights, duties, liabilities, or obligations that are stated herein to survive the termination of this Agreement).

12. **REPRESENTATIONS AND WARRANTIES.**

(a) Buyer hereby represents and warrants that Buyer has full power and authority to execute and deliver this Agreement and the documents contemplated hereby and to consummate the transaction contemplated hereby. Buyer's performance of this Agreement and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Buyer and the individuals executing this Agreement and the documents contemplated hereby on behalf of Buyer have full power and authority to legally bind Buyer. This Agreement has been duly and properly executed on behalf of Buyer, and neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Buyer is a party or by which Buyer is bound. The

Buyer represents and warrants to Seller that Buyer is not in the business of and does not operate any Marijuana Uses.

13. **ESCROW AGENT.** The parties agree that Escrow Agent shall have no liability under this Agreement except to account for the Deposit as specified herein, and except for Escrow Agent's gross negligence. Without limiting the generality of the foregoing, Escrow Agent shall not be liable for any loss or damage resulting from any of the following: any defects or conditions of title to the Property; the legal effect of any instrument exchanged by the parties hereto; any default, error, action or omission of any other party; any good faith act or forbearance by Escrow Agent; any loss or impairment of the funds deposited in escrow in the course of collection or while on deposit with a trust company, bank, savings bank or savings association resulting from failure, insolvency or suspension of such institution or while in transit by wire transfer or otherwise; or Escrow Agent complying with any legal process, writs, orders, judgments and decrees of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed. Upon disbursement of the Deposit, Escrow Agent shall be relieved of all further liability and responsibility in connection with the Agreement and the escrow. In the event any demand is made upon Escrow Agent concerning the Deposit, or at any time for any cause or for no cause, Escrow Agent, at its election and in its sole discretion, may cause the Deposit to be delivered to a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead Seller and Buyer by an action brought in any such court. Deposit by Escrow Agent into such court of the Deposit shall relieve Escrow Agent of all further liability and responsibility in connection with this Agreement and the escrow.

14. **MISCELLANEOUS.** It is further agreed as follows:

(a) **Notice.** All notices, demands, requests, consents, approvals or other communications (the "**Notices**") required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, or sent via FedEx or other regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be deemed received and effective on the earlier of (i) the date actually received (which, in the case of Notices sent by overnight courier, shall be deemed to be the day following delivery of such Notices to such overnight courier), or (ii) three (3) business days after being placed in the United States Mail as aforesaid.

Said Notices shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing:

To Seller:

Fifth Third Bank
Attention: Senior Vice President,
Enterprise Workplace Services
Mail Drop 10903K
38 Fountain Square Plaza
Cincinnati, OH 45202

Fifth Third Bank
38 Fountain Square Plaza
MD 10909F
Cincinnati, Ohio 45263
Attn: Legal Department

With a copy to:

Graydon Head & Ritchey LLP
312 Walnut Street, Suite 1800
Cincinnati, Ohio 45202
Attn: Monica Donath Kohnen

To Buyer:

Tracy L. Lacer
6780 CR 67
Gibsonburg, Ohio 43431

With a copy to:

Attention: _____

(b) Brokerage. Buyer represents and warrants to Seller that Buyer has not engaged any broker or brokerage company in connection with the Buyer's proposed purchase of the Property. Seller represents and warrants to Buyer that Seller has not engaged any broker or brokerage company other than CBRE, Inc. (the "**Seller's Broker**") in connection with the proposed sale of the Property to Buyer. Seller agrees to pay a sales commission to Seller's Broker as required by a separate agreement between Seller and Seller's Broker and to indemnify and hold Buyer harmless from any liability, claim, damage or cost relating thereto. In the event of any claims for brokers', agents' or finders' fees or commissions by any person or entity other than the Seller's Broker in connection with the negotiation, execution or consummation of this Agreement, the party on whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party from and against such claim, including without limitation attorneys' fees and costs. The provisions of this paragraph shall survive Closing or termination of this Agreement.

(c) Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire understanding among the parties hereto, and supersedes any and all prior agreements, arrangements and understandings among the parties hereto. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by the party to be charged or by its agent duly authorized in writing or as otherwise permitted herein.

(d) Binding Effect. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, representatives, successors and permitted assigns of the parties hereto.

(e) Assignment. Buyer's rights hereunder may not be assigned in whole or in part without the prior written consent of Seller; provided however, Seller consent shall not be required if Buyer assigns to any entity controlled by Buyer, but in such event Buyer shall provide at least ten (10) days advanced written notice of such assignment. In the event of a permitted assignment, Buyer shall not be relieved of any of its duties, obligations or liabilities hereunder, instead Buyer, as assignor, and Buyer's assignee shall therefore be jointly and severally liable hereunder. Any attempted assignment or transfer in violation of this provision shall be null and void *ab initio*.

(f) Captions; Gender. Captions are included solely for convenience of reference and shall not be considered in the interpretation of this Agreement. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used herein, such gender shall be used as the context deems appropriate.

(g) Time is of the Essence. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.

(h) Survival. Except as otherwise expressly provided herein, no term, provision, condition, obligation, representation or warranty set forth herein shall survive the Closing or earlier termination of this Agreement.

(i) Confidentiality. Buyer acknowledges that Buyer may become privy to confidential information of Seller, in addition to information regarding certain physical characteristics of the Property learned by Buyer in the course of its examination of the Property. Buyer therefore agrees to take all steps to ensure that any information with regard to Seller, the Property and/or to this transaction, which information is obtained by Buyer or any of its employees, officers, agents, counsel, accountants or representatives, shall remain confidential and shall not be disclosed or revealed to outside sources. The provisions of this paragraph shall survive termination of this Agreement.

(j) Governing Law. This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the State of Ohio.

(k) Property Sold "As Is". IT IS UNDERSTOOD AND AGREED BY BUYER THAT SELLER HAS NOT MADE AND IS NOT NOW MAKING, AND IT SPECIFICALLY DISCLAIMS AND NEGATES ANY AND ALL COVENANTS, WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO (I) MATTERS OF TITLE, (II) ENVIRONMENTAL MATTERS

RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER, RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (IV) WHETHER, AND THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREAS, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (V) DRAINAGE, (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (IX) USAGE OF ADJOINING PROPERTY, (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (XI) THE VALUE, COMPLIANCE WITH ANY PLANS AND SPECIFICATIONS, SIZE, LOCATION, LAND USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, (XII) COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, CODES OR SIMILAR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS, (XIII) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (XIV) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND, (XV) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENT AFFECTING THE PROPERTY, (XVII) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE), (XVIII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS), (XIX) THE INCOME TO BE DERIVED FROM THE PROPERTY, OR (XX) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION

PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS." BUYER HAS FULLY REVIEWED THE DISCLAIMER AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER HEREBY RELEASES SELLER FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH BUYER OR ANY PARTY RELATED TO OR AFFILIATED WITH BUYER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY, AND ANY ENVIRONMENTAL CONDITIONS AT, IN, OR UNDER THE PROPERTY, AND BUYER WILL NOT LOOK TO SELLER IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS AND DEALING WITH REAL ESTATE, THAT ENABLES BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS SELLER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

(l) Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition.

(m) Counterparts; Facsimile/Electronic Mail. This Agreement may be executed via facsimile or email (PDF) and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

(n) Rule of Construction. Seller and Buyer have experience with the subject matter of this Agreement, have been represented by counsel and have each fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

(o) Patriot Act. Buyer hereby represents and warrants: (i) that none of the funds used by Buyer for payment of the Purchase Price of the Property are subject to any of the

following laws of the United States: 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments); 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture); 18 U.S.C. §§ 881 (Drug Property Seizure); Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001; or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "USA Patriot Act"); and (ii) that Buyer is not a person or entity with whom United States citizens are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action. Buyer shall indemnify and hold Seller harmless from and against any and all claims, actions, fines, penalties and forfeitures arising out of or resulting from any such representation of Buyer that is false, such indemnity to include payment of all costs of Seller in defending against any of the foregoing, including reasonable attorney fees.

(p) No Reliance on Documents. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller or its agents to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer, except as otherwise expressly stated herein. Neither Seller nor any of its members, nor the person or entity which prepared any report or reports delivered by Seller to Buyer, shall have any liability to Buyer for any inaccuracy in or omission from any such reports.

(q) Jury Trial. Buyer hereby knowingly and voluntarily waives the right to a jury trial in any action, proceeding, or permissive counterclaim involving any matters whatsoever arising out of or in any way connected with the Property or this Agreement.

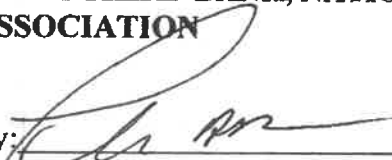
(r) No Recording. This Agreement shall not be recorded by Buyer in the real estate records of the county where the Property is located, or otherwise.


[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be executed on its behalf by its members, officers or agents thereunto on the dates below, but effective as of the Effective Date first above written.

SELLER:

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION**

By: 
Name: Thomas A. Ross
Its: VP-Director of Corporate Real Estate
Date: 10 - 20 - 2022

And By: 
Name: Jennifer E. Hume
Its: AVP, Fifth Third Bank
Date: EWS Real Estate Manager
10/20/22

BUYER:

TRACEY LACER

Name: Tracey Lacer
Its: Tracey Lacer
Date: 10/21/2022

Acknowledgment:

The undersigned hereby acknowledges receipt of the Deposit referenced above and agrees to hold the same in accordance with the terms of this Agreement.

ESCROW AGENT:

Park Avenue Title Agency, Inc.


By: 
Name: Thomas M. Bowles
Its: President
Date: 10 - 20 - 22

EXHIBIT A

TITLE AFFIDAVIT

The undersigned ("Affiant"), being duly sworn according to law, deposes and states to such Affiant's actual knowledge, without investigation or the duty to investigate, that as of _____, 20__:

1. *_____ (the "Owner") is the owner of all that certain property which is described on Exhibit A, attached hereto and made a part hereof ("the Property").*
2. *The Owner's enjoyment of the Property has been peaceful and undisturbed and the title to the Property has never been disputed or questioned, nor does the undersigned have actual knowledge of any facts by reason of which title to, or possession of the Property might be disputed or questioned, or by reason of which any claim to the Property or any portion thereof might be adversely asserted.*
3. *There are no tenancies, leases, parties in possession or other occupancies of the Property, other than the Owner and except for rights of parties under reservations, easements, and other instruments of record.*
4. *There are not any real estate taxes and/or assessments affecting the Property other than those of record.*
5. *Affiant has received no written notice of any violation of any covenants, conditions or restrictions, if any, affecting the Property.*
6. *There are no unpaid bills or claims for labor or services performed or materials furnished or delivered at the Owner's request during the last six (6) months for alterations, repair, work, or new construction on the property.*
7. *The Owner is not party to any contracts for the making of repairs or improvements on the Property which would survive closing.*
8. *No proceeding in bankruptcy has ever been instituted by or against the Owner, nor has the Owner made any assignment for the benefit of creditors.*
9. *Affiant has received no written notice of any action or proceeding relating to the Property in any state or federal court in the United States, except as may be set forth of record.*

[SIGNATURES FOLLOW]

[OWNER]

By: _____

Name: _____

Its: _____

State of _____)

County of _____)

SS.

The forgoing affidavit was subscribed, sworn to and acknowledged before me by this _____
day of _____, 20__ by _____ as _____ of _____, a(n)
_____, on behalf of the _____.

Notary Public

My commission expires: _____

EXHIBIT A
TO OWNER'S AFFIDAVIT
Property Description