January \_\_\_, 2017

Sean Leatherman

American Hospitality Group, Inc.

Wadsworth Farms, LLC

200 Smokerise Drive

Suite 300

Wadsworth, OH 44256

Re: Offer to Purchase Land - Wadsworth, OH

Dear Mr. Leatherman:

Based on an initial review of the property information provided us, please find below the general terms and conditions upon which \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Purchaser) would be interested in purchasing the below referenced property for the development of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](brief description of project).

**Purchaser:** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

**Seller:** Wadsworth Farms, LLC

**Property:** A parcel of land with improvements thereon consisting of approximately [\_\_\_\_\_] acres and having a street address of (to be determined) and tax identification number (to be determined), as shown on Exhibit A attached hereto (the “Property”).

**Development:** Part of the Park Center Commons mixed use development in Wadsworth, Ohio.

**Purchase Price:** [$\_\_\_\_\_\_\_\_ or $\_\_\_\_\_\_\_\_ per acre]

**Earnest Money Deposit**: [$10,000] to be held at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. In the event of closing, the earnest money will be applicable to the purchase price. In the event Purchaser chooses not to close, the earnest money shall be subject to the terms and conditions of the purchase contract regarding due diligence, but shall be non-refundable to extent of Seller’s costs and expenses of contract. Earnest Money in excess of such costs shall be returned to Purchaser.

**Condition of Property** Seller shall deliver the Property as follows:

1. Lot Size: Purchaser may request that the subdivision be re-platted at its cost in order to create a smaller or larger lot size than presently available.
2. Rough-grade conditions are as shown on the Grading & Storm Water Pollution Prevention Plan from the approved construction plans for Park Center Commons. Seller will provide the same to Purchaser at Purchaser’s request. Refer also to all notes relevant to grading in the approved construction plans available from the City of Wadsworth Engineering Department.
3. Soils borings have been performed on each available lot. Soil borings report will be provided upon request. Purchaser is responsible for review of soil conditions and such further investigations or borings as Purchaser deems prudent.
4. Utilities-Sewer: Public sanitary sewer is available and provided by City of Wadsworth for service connection to the Property. Utility Exhibit for sanitary sewer locations will be provided. Note that the Medina County Sanitary Engineers office may require a sanitary sewer extension and associated easement should lots be further subdivided. Purchaser shall be responsible for all costs associated with the same.
5. Utilities-Water: Public water is available and provided by City of Wadsworth for service connection to the Property. The Utility Exhibit depicts the water main locations.
6. Electric, cable television, internet, phone, and natural gas are available for service connection to the proposed building by the Purchaser. The Utility Exhibit depicts electric, cable television, internet, phone, and natural gas locations.
7. Purchaser shall provide storm water management for its building and pavement site improvements within the subject Property boundary lines in compliance with City of Wadsworth Engineering Rules and Regulations Article IX for Drainage Design Standards & the Ohio “*Rainwater and Land Development Manual*”. A Detention Basin Maintenance Agreement is required by the City of Wadsworth for all detention basins. A sample agreement will be provided upon request. Note that the existing detention basin on City Lot 9854 was constructed to provide storm water detention and water quality for the area within the right-of-ways for the roads in the subdivision. At present, it has no additional capacity for future site development of lots.
8. Purchaser’s development design of property will be subject to zoning requirements of the City of Wadsworth. See Chapter 154 of the zoning code pertaining to commercial development including C-3 Intensive Commercial District, Off-Street Parking and Loading, & On-Premise Exterior Signs available on the City of Wadsworth website. Purchaser shall be responsible to investigate this and any additional zoning ordinances that may affect the intended project of Purchaser.
9. Purchaser’s development design of property will be subject to building requirement of Medina County building department.
10. Purchaser’s development design of property will be subject to review by American Hospitality Group, Inc. (see list of Park Center Commons development plat and deed restrictions.)
11. Property is subject to an assessment on real estate taxes for development of the roads. Seller will provide an assessment terms estimate.

At closing, Property shall be conveyed in fee simple by limited warranty deed, subject to Purchaser verifying that the Property is separately parceled and suitable for its needs.

Seller represents and warrants to the best of its knowledge that the Property is free of any contamination by hazardous and/or toxic materials and that at the time of transfer of title there will be no conditions or circumstances related to the Property that could directly or indirectly impose or give rise to any costs or liability, contingent or otherwise, to Purchaser under any environmental laws or regulations.

**Connection and**

**Development Fees**: This transaction shall be subject to Purchaser determining whether it will be subject to any development/construction utility connection fees, traffic mitigation and/or any other fees, however titled, assessed by the utility company or any applicable governmental authority with respect to the proposed development of the Property. Further, Purchaser shall determine, as part of its due diligence, whether the amount of any connection and development fee is acceptable to Purchaser, in its sole discretion. Purchaser shall be responsible for all utility hook-up and usage fees for the proposed use. Development fees have been financed and assessed against the Property pursuant to Ohio Revised Code Chapter 727.

**Property Taxes**

**and Assessments**: Shall be pro-rated as of the closing date. All real estate conveyance or transfer taxes shall be split equally between Purchaser and Seller.

**Due Diligence Period**: Using commercially reasonable and its best efforts, Purchaser shall have one hundred twenty (120) days from execution of the Purchase Contract to review the feasibility of the Property for development and to obtain all necessary permits and approvals, including but not limited to zoning, building, signage, and all other applicable permits and agreements for Purchaser’s overall development of the Property (Permitting Period).

Notwithstanding the above, if permits and approvals as summarized are not obtained during the initial 120 days and Purchaser is diligently pursing these, Purchaser shall have the right to extend said Permitting Period for two (2) consecutive 30-day periods by payment of a non-refundable extension fee of $5,000 to Seller for each such extension. The extension fees will be applicable to the purchase price in the event of closing. In the event that Purchaser, in its sole and absolute discretion, cannot satisfy its requirements pursuant to any of the items above during the initial 120-day period, Purchaser shall be permitted to terminate the Purchase Contract and the Earnest Money shall be returned to Purchaser.

**Closing:** Closing shall take place within twenty (20) days after Purchaser gives notice to Seller that Purchaser has satisfied its due diligence or waives any remaining rights in the Permitting Period. Costs for closing shall be split equally between the parties.

**Expenses:** Purchaser shall pay all costs associated with its due diligence review. Seller shall provide Purchaser with Seller’s most recent copies of its engineering materials, Phase I report, all documents related to environmental issues, title and survey, if any. Additional surveys and studies desired by Purchaser shall be paid for by Purchaser.

**No Warranties** Seller does not warrant or guaranty the accuracy or correctness of any of the reports, studies or investigations performed by any of the professionals it has engaged to perform services relating to the Property and Purchaser should engage its own professionals to conduct due diligence should it desire.

**Brokers:** TBD for Purchaser. Seller acts as their own broker.

**Contract Form:** Within fifteen days of the execution hereof, Seller shall promptly proceed to prepare a definitive contract for sale and purchase incorporating the terms herein.

This correspondence is intended for negotiation purposes only. Neither party shall be legally bound by this Letter of Intent or bound to any transaction involving the Property until a mutually acceptable Purchase Contract is fully executed by both parties.

If you have any questions related to this Letter of Intent, please don’t hesitate to contact me. If the terms hereof meet with your approval, please see that an original counterpart of this letter is signed and returned to me by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed and Accepted on Behalf of Seller:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**