

PPN: 684-04-001

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PAID BY NEWMAN TITLE /



CUYAHOGA COUNTY FISCAL OFFICE

ASSIGNMENT OF GROUND LEASE

THIS ASSIGNMENT OF GROUND LEASE (this "Assignment") is made as of the 7th day of August, 2025, effective August 22, 2025 ("Effective Date"), by and between **FAIRMOUNT PORTFOLIO V CL LLC**, an Ohio limited liability company ("Assignor") and Ann Balasuriya, as Trustee of the ANN BALASURIYA INTER VIVOS TRUST OF 2017, dated April 7, 2017 ("Assignee").

Prior Instrument Reference: Document No. 202210210736 in Cuyahoga County Records

Property: Described in Exhibit A and commonly known as 2800-2806 Mayfield Road, Cleveland Heights, Ohio and 1763-1769 Coventry Road, Cleveland Heights, Ohio

Permanent Parcel No. 684-04-001

RECITALS

A. By an Indenture of Lease dated February 26, 1925, recorded in Volume 142, Pages 253 to 263, inclusive, of the Lease Records of Cuyahoga County, Ohio (as amended and/or supplemented since its creation, the "Ground Lease"), Anna Maria P. Farinacci as lessor (her husband, Antonio Farinacci, joining in the lease and the grant of the term thereby demised to the extent of his interest in said property by way of contingent dower), leased the Property to Max J. Nathanson and David Desur as lessee, for a term of ninety-nine (99) years beginning on the first day of March 1925.

B. The Ground Lease was (i) extended by written notice April 20, 2022 delivered by Federal Express to lessor under the Ground Lease for an additional ninety-nine (99) years, until February 28, 2123, and (ii) supplemented by instruments dated: (x) August 31, 1934, entered into by and between Anna P. Farinacci and Anthony Farinacci and The Covefield Company and recorded in Volume 252, Page 415 of the Lease Records of Cuyahoga County, Ohio; and (y) June 30, 1960, entered into by and between Anna Marie P. Farinacci and Cliick Incorporated, and recorded in Volume 387, Page 248 of the Lease Records of Cuyahoga County, Ohio.

C. Since creation of the Ground Lease, the interests and obligations of the lessees thereunder and in the buildings and improvements on the Property (the "Improvements") have been

assigned and assumed in a series of mesne assignments beginning with the original lessees to Cove-May Realty Company, and thereafter in successive to Cliick Incorporated; Jean-Mar. Inc.; Raj P. Mathur and Hemant Mathur; and then to Kirt Montlack, Ltd.

D. By an Assignment of Lease dated October 18, 2022, recorded in the property records of Cuyahoga County on October 21, 2022, as Instrument No. 202210210736, Kirt Montlack, Ltd. assigned and delegated its interests and obligations as lessees under the Ground Lease and ownership of the Improvements to Assignor, and Assignor accepted the assignment and assumed the obligations.

E. Assignor now desires to assign and delegate its rights and obligations as lessee under the Ground Lease and its interests in the Improvements to Assignee and Assignee desires to assume such rights and obligations and interests.

TERMS OF ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Subject to the Exceptions (defined herein), as of the Effective Date Assignor sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in, to and under the Ground Lease and in the Improvements, and Assignor delegates to Assignee all of its duties and obligations as lessee under the Ground Lease to be performed after the Effective Date (the "Obligations"), and Assignee acknowledges and agrees that from and after the Effective Date it accedes to all of Assignor's right, title, and interest in, to and under the Ground Lease and Improvements, and assumes the Obligations.

2. Assignor covenants with Assignee that immediately prior to the assignment and delegation hereby, Assignor is the true and lawful lessee under the Ground Lease and is well seized in its leasehold estate, and it has full power to bargain, sell and convey the same hereby, free and clear from all encumbrances whatsoever except for (the "Exceptions"): (a) all laws, ordinances, rules and regulations of the United States, the State of Ohio, the county and/or municipality (whether incorporated or unincorporated) in which the Property is located, and of any agency, department, commission, bureau or instrumentality of any of the foregoing having jurisdiction over the Property, as the same may now exist or may be hereafter modified, supplemented or promulgated; (b) all presently existing and future liens of real estate taxes or assessments and all utilities, water rates, water meter charges, water frontage charges and sewer taxes, rents and charges; (c) rights of tenants under all leases of the Property or any portion; (d) matters created by, through or under Assignee and its related parties by their agreement with Assignor and otherwise, and by, through or under the Ground Lease; and (e) all easements, covenants, conditions, rights, agreements, and restrictions of record, and all matters, exceptions and the like shown in the ALTA Leasehold Policy of insurance commitment dated May 7, 2025 issued by Newman Title, LLC as agent for First American Title Insurance Company, as the same may be updated prior to the Effective Date.

3. Assignor represents and warrants to Assignee that: (i) to Assignor's knowledge, all rents, taxes, assessments and other charges, insurance premiums and other sums that Assignor as lessee under the Ground Lease was required to pay at or prior to the Effective Date has been fully

paid; (ii) at the Effective Date, Assignor has not received notice of default on the part of Assignor as lessee under any other of the covenants and conditions of the Ground Lease; (iii) there is on the Property, in good condition and repair, and free of contractors', sub-contracts', architects', mechanics', laborers', materialmen's or other similar liens, a building or buildings of the value of not less than Fifty Thousand Dollars (\$50,000.00); and (iv) on the Effective Date by Federal Express overnight delivery a fully, legally executed copy of this Assignment will be delivered to the Lessor at the place where rents are than payable hereunder, and another duly and legally executed copy will be duly filed and recorded in the office of the Recorder of Cuyahoga County, Ohio.

4. Neither Assignor nor Assignee may assign or delegate this Assignment or any rights or obligations hereunder and any attempt or agreement to do so is void. Subject to the foregoing and the limitations in this Section 4, the rights and obligations of each Assignor and Assignee hereunder shall inure to the benefit of and shall be binding upon each of them and their respective successors and assigns. The covenants and representations in Sections 3 and 4 are personal to Assignor and Assignee and do not run with the land and there are no intended third-party beneficiaries thereof. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflict of laws. This Assignment may not be amended and no performance is waived except in a writing executed by all parties. To the extent permitted by applicable recording laws of Cuyahoga County, Ohio, and the laws of Ohio governing notarization of documents, this Assignment may be executed manually or by electronic or other facsimile means in multiple counterparts, which when taken together constitute a single agreement. Electronic, printed or photocopied executed counterparts shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

(Signatures on following page)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

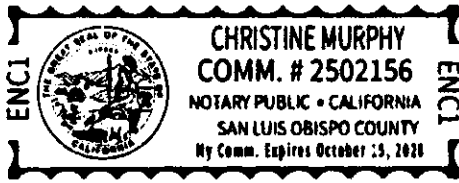
County of San Luis obispo

On August 26, 2025 before me, Christine Murphy, Notary Public
(insert name and title of the officer)

personally appeared Ann Balasuriya
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Christine Murphy
Notary Public Signature

Expires 10/15/2028 (Seal)

OPTIONAL INFORMATION

DOCUMENT

SIGNER CAPACITY

Assignment of Ground lease
(name or type of document)

Buyer/Borrower
(capacity claimed by the signer)

7
(number of pages)

08/26/2025
(document date)

NOTICE
THE NOTARY PUBLIC DOES NOT
CERTIFY THE AUTHORIZED
CAPACITY OF THE SIGNER

Exhibit A

Leasehold Estate created by a Lease dated February 26, 1925 from Anna Maria P. Farinacci, with release of dower by Antonio Farinacci her husband to Max J. Nathanson and David Desur, for a term of 99 years commencing as of March 1, 1925 and ending February 28, 2024 together with option to Renew forever. A copy of which Lease was filed on February 27, 1925 at 2:23 P.M. and recorded in Lease Volume 142, Page 253 of Cuyahoga County Records.

Situated in the City of Cleveland Heights, County of Cuyahoga and State of Ohio: and known as being part of Sublot Nos. 1 and 2 in M.M. Brown's Subdivision of part of Original Euclid Township Lot No. 7, as shown by the recorded plat in Volume 23 of Maps, Page 12 of Cuyahoga County Records, and together forming a parcel of land bounded and described as follows:

Beginning at the intersection of the Southeasterly line of Mayfield Road (80 feet wide) with the Easterly line of Coventry Road (60 feet wide):

Thence Northeasterly along said Southeasterly line of Mayfield Road, about 76.61 feet to the Northeasterly line of said Sublot No. 2;

Thence Southeasterly along said Northeasterly line of Sublot No. 2, about 144.98 feet to the Southeasterly corner thereof:

Thence Westerly along the Southerly line of said Sublot Nos. 2 and 1, about 133.90 feet to the Easterly line of Coventry Road;

Thence Northerly along said Easterly line of Coventry Road, about 101.79 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

Excepting however, from the above described premises that portion thereof conveyed to the Village of Cleveland Heights by Deed dated September 3, 1912, and recorded in Volume 1423, Page 190 of Cuyahoga County Records.

Permanent Parcel No. 684-04-001