

Tax year 2023BOR no. 2023-022DTE 1  
Rev. 12/22County ClarkDate received 3/12/24**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	Seminole Villa, Inc.	200 Smokerise Dr., Wadsworth, OH 44281	
2. Complainant if not owner			
3. Complainant's agent	Neil Wenger		
4. Telephone number and email address of contact person 330-336-6684 neilw@americanhg.com			
5. Complainant's relationship to property, if not owner Officer of Seminole Villa, Inc.			
If more than one parcel is included, see "Multiple Parcels" instruction.			
6. Parcel numbers from tax bill	Address of property		
3000600003314018	1365 W. Leffel IN., Springfield, OH 45506		
7. Principal use of property Vacant nursing home for sale.			
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
3000600003314018	\$300,000.00	\$743,250.00	<\$443,250.00>
9. The requested change in value is justified for the following reasons: Property was a 34 bed nursing home. It was closed in July 2021 and has been empty since then. Owner listed the property and has a sale agreement in place for \$300,000.00 pending approval by the lender, Department of Housing and Urban Development (HUD).			

10. Was property sold within the last three years? ☐ Yes ☒ No ☐ Unknown If yes, show date of sale \_\_\_\_\_

and sale price \$ \_\_\_\_\_ ; 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 \_\_\_\_\_ and total cost \$ \_\_\_\_\_

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

See enclosed listing agreement and purchase and sale agreement.

MAR 12 2024

HILLARY HAMILTON  
AUDITOR

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.

- ☐ The property was sold in an arm's length transaction. ☐ The property lost value due to a casualty.  
☐ A substantial improvement was added to the property. ☐ 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 March 6, 2024 Complainant or agent (printed) Nert Wenger Title (if agent) Vice President

Complainant or agent (signature) 

Sworn to and signed in my presence, this 6 day of March 2024  
(Date) (Month) (Year)

Notary 



AMY E STULL  
Notary Public  
State of Ohio  
My Comm. Expires  
March 22, 2025

SEMINOLE VILLA, INC.

Complaint Against the Valuation of real property

1365 w. Leffel Ln, Springfield OH, 45506

Parcel # 3000600003314018

Clark County Board of Revision

Tax year 2023

Please accept this as additional support for the complainant's opinion of value for the above referenced property.

Seminole Villa Inc. had operated as a 34- bed nursing for the intellectually impaired since 1976. The property had been leased by Seminole Villa, Inc. to two separate nursing home operators since 2005.


During the pandemic, the then operator and lessee could not find sufficient employee help to sustain the operation. The lessor, Seminole Villa Inc received notice from the lessee that they could no longer care for the residents of the facility. All residents were then transferred to other surrounding facilities, and Seminole Villa was closed in July 2021.

In January 2022, the water pipes burst due to freezing and since the property was empty, that problem went unnoticed for many days. Because the pipe failure was caused by a lack of heat, the damage was not covered by the vacant building insurance policy at the time. ServPro was engaged for clean up and mitigation, but almost all of the drywall inside was removed, and never replaced.


For this building to be usable in the future, it will require substantial rehabilitation and investment.

The claimant was able to enter into a purchase and sale agreement for the land, building as well as the operating license for the 34 beds. The sale price is \$300,000, and this is pending approval by HUD, who is the current mortgage holder on the property. It should be noted that a substantial amount of the value of this sale rests with the 34 licensed beds, which are being banked by the Department of Developmental Disabilities (DODD), and would be transferred to the buyer.

Taking into consideration the value of these licensed beds, the complainant feels that an assessed value of \$300,000, the amount of the agreed upon purchase price, is indeed warranted

  
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Neil Wenger- Vice president

  
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DATE

SEARCH MAP INFO FORMS TOOLS

Search by Parcel, Owner or Address

Parcel

3000600003314018

(412) NURSING HOMES & PR...

Owner

SEMINOLE VILLA INC

SOLD: 10/20/1994 \$1,259,400.00

Address

1365 W LEFFEL LN SPRINGFIELD 45506

CLARK SHAWNEE LSD

Appraised

\$743,250.00

ACRES: 16.850

Photos

Sketches



3000600003314018

12/27/2023

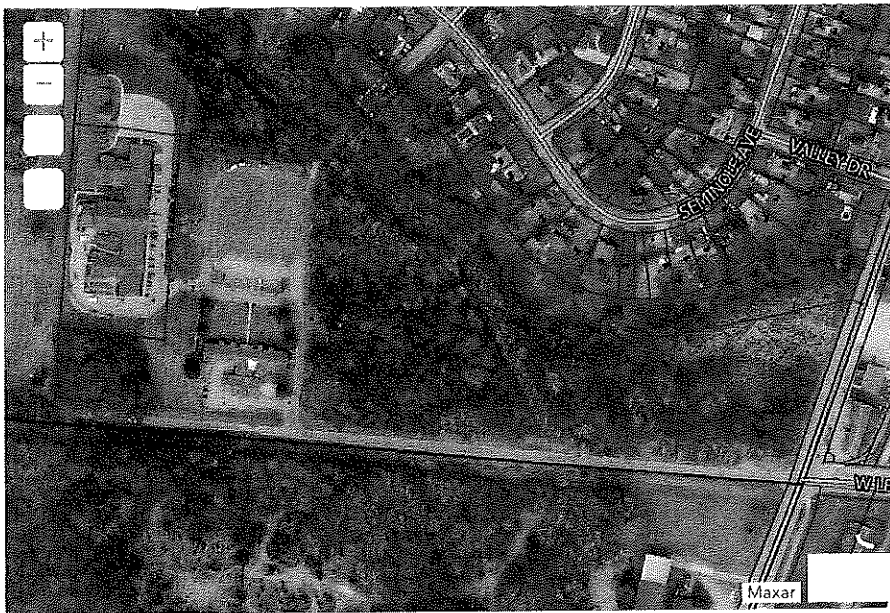
EagleView

Mini Map

MAP







300ft  
-85.82639897 Degrees

CLICK TO INTERACT



Jump To



1 OF 2



#### Location

Parcel	3000600003314018
Owner	SEMINOLE VILLA INC
Address	1365 W LEFFEL LN SPRINGFIELD 45506
City / Township	SPRINGFIELD TOWNSHIP
School District	CLARK-SHAWNEE LSD
Tax Payer Address	
Mailing Name	US DEPT OF HOUSING & URBAN DEVELOPMENT
Mailing Address	PO BOX 4308
City, State, Zip	SILVER SPRING MD 20914-4308

#### Valuation

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Seminole Villa Inc. - Springfield, OH

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**Seminole Villa Inc.**

**Project Location:**

Seminole Villa Inc.  
1365 Seminole Ave  
Springfield, OH 45506

**Customer Contact:**

Sean Leatherman  
330-336-6684

**Produced By:**

SERVPRO of Fairfield County  
1454 N Columbus Street  
Lancaster, OH 43130  
740-756-7003  
[rpac@servproofnecolumbus.com](mailto:rpac@servproofnecolumbus.com)

**Project Manager:**

Invoice Number: 5580054  
Invoice Date: 1/30/2022  
Invoice Amount: \$149,731.68

**Description of Services:**



## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

### Invoice

SERVPRO of Fairfield County  
1454 N Columbus Street  
Lancaster, OH 43130  
740-756-7003  
Federal Tax ID:

Invoice Number: 5580054  
Invoice Date: 1/30/2022  
Invoice Amount: \$149,731.68  
Invoice Due Date: 3/11/2022  
Terms: Net 30 business days

#### Customer Bill-to:

Seminole Villa Inc.

#### Project Location:

Job Seminole Villa Inc.  
1365 Seminole Ave  
Springfield, OH 45506

### Summary of Charges

Schedule A - Labor Charges:	\$89,125.50
Schedule B - Consumables Charges:	\$4,983.94
Schedule C - Equipment Charges:	\$41,634.15
Schedule D - Sub-contract Charges:	\$4,146.68
Schedule E - Miscellaneous Charges:	\$0.00
Total (All Schedules):	\$139,890.27
* Sales Tax (7.25 %):	\$9,841.41
Total Amount Due:	\$149,731.68

The above charges are consistent with the services performed by SERVPRO® in accordance with the scope of the project. All rates are in accordance with the SERVPRO® Time and Materials Rate Schedule.

\* Sales tax is applied to the following schedules:

- A - Labor
- B - Consumables
- C - Equipment



SERVPRO® Large Loss Response Team

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Seminole Villa Inc. - Springfield, OH

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# Schedule A Labor Charges



Seminole Villa Inc. - Springfield, OH

## Schedule A - Labor Charges Summary

Week	Hours Worked			Labor Charges		
Beginning	Regular	Overtime	Total	Regular	Overtime	Total
1/12/2022	695.50	661.00	1,356.50	\$36,607.50	\$52,518.00	\$89,125.50
<b>Totals:</b>	<b>695.50</b>	<b>661.00</b>	<b>1,356.50</b>	<b>\$36,607.50</b>	<b>\$52,518.00</b>	<b>\$89,125.50</b>

## Labor Charges Summary - Week Beginning 1/12/2022 - Ending 1/18/2022

Worker			Hours Worked										Labor Charges		
Name	Type	Rate	1/12 Wed	1/13 Thu	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	Reg	OT	Total	Regular	Overtime	Total
Pack, Ron	PM	\$100.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$4000.00	\$5850.00	\$9850.00
Naranio, Jaime	APM	\$75.00	11.50	11.50	11.50	11.50	11.50	11.50	11.50	40.00	40.50	80.50	\$3000.00	\$4556.25	\$7556.25
Romero, Javier	RS	\$65.00	11.50	11.50	11.50	11.50	11.50	11.50	11.50	40.00	40.50	80.50	\$2600.00	\$3948.75	\$6548.75
Clemont, Nelson	RS	\$65.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$2600.00	\$3802.50	\$6402.50
Castillo, Jenry	RS	\$65.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$2600.00	\$3802.50	\$6402.50
Bennett, Julie	CA	\$45.00	0.00	0.00	5.50	0.00	0.00	0.00	0.00	5.50	0.00	5.50	\$247.50	\$0.00	\$247.50
Suarez, Javier	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Saigedo, Leonardo	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Rueda, Diego	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Marmolejo, Esteban	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Orellana, Juan	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Moreno, Francy	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Serna, Santiago	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Henandez, Sergio	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Armas, Claudio	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Capote, Luz	GL	\$44.00	10.00	11.50	11.50	11.50	11.50	11.50	11.50	40.00	39.00	79.00	\$1760.00	\$2574.00	\$4334.00
Lozada, Andres	GL	\$44.00	7.50	11.50	11.50	11.50	11.50	11.50	11.50	40.00	36.50	76.50	\$1760.00	\$2409.00	\$4169.00
Lopez, Gloria	GL	\$44.00	7.50	11.50	11.50	11.50	11.50	11.50	11.50	40.00	36.50	76.50	\$1760.00	\$2409.00	\$4169.00



SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

Labor Charges Summary - Week Beginning 1/12/2022 - Ending 1/18/2022

Worker			Hours Worked										Labor Charges		
Name	Type	Rate	1/12 Wed	1/13 Thu	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	Reg	OT	Total	Regular	Overtime	Total
Tyree, Jason	GL	\$44.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	10.00	\$440.00	\$0.00	\$440.00
Week's Labor Totals:		19	178.00	195.50	201.00	195.50	195.50	195.50	195.50	695.50	661.00	1356.50	\$36607.50	\$52518.00	\$89125.50
Invoice Labor Totals:			178.00	195.50	201.00	195.50	195.50	195.50	195.50	695.50	661.00	1356.50	36607.50	52518.00	89125.50



SERVPRO® Large Loss Response Team

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Seminole Villa Inc. - Springfield, OH

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# Schedule B

## Consumables Charges





## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

### Schedule B - Consumable Charges Summary

Week Beginning	Total Charges
1/12/2022	\$4,983.94
<b>Total:</b>	<b>\$4,983.94</b>

### Consumables Charges Summary - Week Beginning 1/12/2022 - Ending 1/18/2022

Item Description	UOM	1/12 Wed	1/13 Thu	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	Total for Week	Unit Price	Total Charges
Benefect Decon 30 (Ready to Use)	GAL	6.00 1	4.00 1	4.00 1	1.00 1	0.00 1	0.00 1	0.00 1	15	\$72.50	\$1,087.50
Cleaning Towel	DZ	0.00 1	0.00 1	0.00 1	0.00 1	5.00 1	5.00 1	10.00 1	20	\$10.60	\$212.00
Filter - Air Scrubber 2000 cfm - Prefilter	EA	0.00 1	0.00 1	10.00 1	0.00 1	0.00 1	0.00 1	10.00 1	20	\$6.30	\$126.00
Filter - Air Scrubber 2000 cfm - Secondary per.12	EA	0.00 1	0.00 1	1.00 1	0.00 1	0.00 1	0.00 1	1.00 1	2	\$133.86	\$267.72
Filter - Back Pak Vacuum Kit	EA	0.00 1	0.00 1	0.00 1	0.00 1	2.00 1	1.00 1	2.00 1	5	\$33.80	\$169.00
Gloves, Nitrile/Latex 100ct	BOX	1.00 1	1.00 1	1.00 1	1.00 1	1.00 1	1.00 1	1.00 1	7	\$35.00	\$245.00
Mop Head (Cotton)	EA	0.00 1	0.00 1	0.00 1	0.00 1	0.00 1	1.00 1	0.00 1	1	\$16.00	\$16.00
Plastic Sheeting 6 mil - 20" x 100" Roll	ROLL	1.00 1	1.00 1	1.00 1	1.00 1	0.00 1	0.00 1	0.00 1	4	\$225.00	\$900.00
Respirator - N 95	EA	26.00 1	26.00 1	26.00 1	26.00 1	26.00 1	26.00 1	26.00 1	182	\$5.00	\$910.00
Safety Glasses	EA	6.00 1	0.00 1	0.00 1	2.00 1	0.00 1	0.00 1	0.00 1	8	\$5.00	\$40.00
Tape, Painter (Blue) 2" x 60yds.	ROLL	1.00 1	0.00 1	0.00 1	1.00 1	0.00 1	0.00 1	0.00 1	2	\$13.16	\$26.32
Trash Bags, Contractor - 3 mil, 50 count	BOX	4.00 1	6.00 1	3.00 1	2.00 1	1.00 1	1.00 1	0.00 1	17	\$50.00	\$850.00
Wall and All Surface Cleaner (Concentrate)	GAL	0.00 1	0.00 1	0.00 1	0.00 1	0.00 1	2.00 1	1.00 1	3	\$44.80	\$134.40
<b>Week's Consumables Totals:</b>											\$4,983.94
<b>Invoice Consumables Totals:</b>											<b>\$4,983.94</b>





SERVPRO® Large Loss Response Team

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Seminole Villa Inc. - Springfield, OH

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# Schedule C Equipment Charges



## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

### Schedule C - Equipment Charges Summary

\* Small Equipment Allowance does not include all billed labor classifications. The following labor classification (employee and/or temp workers) billed to-date amounts are included: General Labor, Restoration Supervisor

	Total Charges
Equipment Total	\$39,490.00
Small Equipment Allowance*	\$2,144.15
<b>Total:</b>	<b>\$41,634.15</b>

#### Equipment Charges Summary - Air Mover, Carpet

	UOM	1/17 Mon	1/18 Tue	1/19 Wed	1/20 Thu	1/21 Fri	1/22 Sat	1/23 Sun	Total for Week	Unit Price	Total Charges
Air Mover, Carpet	DAY	80.00 <u>1</u>	80.00 <u>1</u>	80.00 <u>1</u>	0.00	0.00	0.00	0.00	240.00	\$30.00	\$7,200.00
<b>Equipment Totals:</b>											<b>\$7,200.00</b>

#### Equipment Charges Summary - Air Scrubber, 2000 cfm

	UOM	1/12 Wed	1/13 Thu	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	Total for Week	Unit Price	Total Charges
Air Scrubber, 2000 cfm	DAY	10.00 <u>1</u>	10.00 <u>1</u>	10.00 <u>1</u>	10.00 <u>1</u>	10.00 <u>1</u>	10.00 <u>1</u>	5.00 <u>1</u>	65.00	\$150.00	\$9,750.00
<b>Equipment Totals:</b>											<b>\$9,750.00</b>

#### Equipment Charges Summary - Dehumidifier - Medium Commercial <25 Gallon

	UOM	1/12 Wed	1/13 Thu	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	Total for Week	Unit Price	Total Charges
Dehumidifier - Medium Commercial <25 Gallon	DAY	15.00 <u>1</u>	20.00 <u>1</u>	20.00 <u>1</u>	20.00 <u>1</u>	20.00 <u>1</u>	25.00 <u>1</u>	25.00 <u>1</u>	145.00	\$105.00	\$15,225.00
	UOM	1/19 Wed	1/20 Thu	1/21 Fri	1/22 Sat	1/23 Sun	1/24 Mon	1/25 Tue	Total for Week	Unit Price	Total Charges
Dehumidifier - Medium Commercial <25 Gallon	DAY	25.00 <u>1</u>	0.00	0.00	0.00	0.00	0.00	0.00	25.00	\$105.00	\$2,625.00
<b>Equipment Totals:</b>											<b>\$17,850.00</b>

#### Equipment Charges Summary - Demo Carts

	UOM	1/12 Wed	1/13 Thu	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	Total for Week	Unit Price	Total Charges
Demo Carts	DAY	1.00 <u>1</u>	1.00 <u>1</u>	1.00 <u>1</u>	1.00 <u>1</u>	1.00 <u>1</u>	1.00 <u>1</u>	1.00 <u>1</u>	7.00	\$20.00	\$140.00
<b>Equipment Totals:</b>											<b>\$140.00</b>



## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

### Equipment Charges Summary - Vacuum - Back Pack, HEPA

	UOM	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	1/19 Wed	1/20 Thu	Total for Week	Unit Price	Total Charges
Vacuum - Back Pack, HEPA	DAY	1.00 1	1.00 1	1.00 1	2.00 1	2.00 1	0.00	0.00	7.00	\$125.00	\$875.00
Equipment Totals:											\$875.00

### Equipment Charges Summary - Vehicle - Auto/Pick-up

	UOM	1/12 Wed	1/13 Thu	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	Total for Week	Unit Price	Total Charges
Vehicle - Auto/Pick-up	DAY	2.00 1	3.00 1	3.00 1	3.00 1	3.00 1	3.00 1	3.00 1	20.00	\$125.00	\$2,500.00
	UOM	1/19 Wed	1/20 Thu	1/21 Fri	1/22 Sat	1/23 Sun	1/24 Mon	1/25 Tue	Total for Week	Unit Price	Total Charges
Vehicle - Auto/Pick-up	DAY	1.00 1	0.00	0.00	0.00	0.00	0.00	0.00	1.00	\$125.00	\$125.00
Equipment Totals:											\$2,625.00

### Equipment Charges Summary - Vehicle - Box Truck

	UOM	1/12 Wed	1/13 Thu	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	Total for Week	Unit Price	Total Charges
Vehicle - Box Truck	DAY	1.00 1	0.00	0.00	0.00	0.00	0.00	0.00	1.00	\$175.00	\$175.00
Equipment Totals:											\$175.00

### Equipment Charges Summary - Vehicle - Trailer

	UOM	1/12 Wed	1/13 Thu	1/14 Fri	1/15 Sat	1/16 Sun	1/17 Mon	1/18 Tue	Total for Week	Unit Price	Total Charges
Vehicle - Trailer	DAY	1.00 1	1.00 1	1.00 1	1.00 1	1.00 1	1.00 1	1.00 1	7.00	\$125.00	\$875.00
Equipment Totals:											\$875.00

Small Equipment Allowance (3.00 % of Labor)\*: \$2,144.15

Invoice Equipment Totals: \$41,634.15





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Seminole Villa Inc. - Springfield, OH

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# Schedule D

## Sub-contract Charges





## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

### Schedule D - Sub-contract Charges Sub-contract Charges Details

Service Category	Vendor Name	Invoice Date	Invoice Number	Invoice Amount	Overhead and Profit	Total Charges
Toilet (Cumulative 10/10)	Mr Clean Port-a-Potties	1/13/2022	11322S PWPIn	\$262.76	\$55.18	\$317.94
Dumpster (Cumulative 10/10)	Repasky Waste Services	1/16/2022	4974	\$725.00	\$152.25	\$877.25
Dumpster (Cumulative 10/10)	Repasky Waste Services	1/23/2022	5008	\$2,075.00	\$435.75	\$2,510.75
Other (Cumulative 10/10)	Hauck Bros heating and Cooling	1/24/2022	081417	\$364.25	\$76.49	\$440.74
Invoice Sub-contract Total:				\$3,427.01	\$719.67	\$4,146.68

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**Seminole Villa Inc. - Springfield, OH**

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# **Schedule E**

## **Miscellaneous Charges**



## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

### Schedule E - Miscellaneous Charges Miscellaneous Charges Summary

Miscellaneous Type	Misc. Cost	Overhead and Profit	Total Charges
Grand Total:	\$0.00	\$0.00	\$0.00



## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

### Labor Rates

Assistant Project Manager (APM)	\$75.00 / Hour
Bio/Hazmat Supervisor (BHS)	\$100.00 / Hour
Bio/Hazmat Technician (BHT)	\$68.00 / Hour
Brick Mason (BM)	\$78.00 / Hour
Carpenter/Framer (CF)	\$92.00 / Hour
CDL Driver (CDL)	\$60.00 / Hour
Clerical Administrator (CA)	\$45.00 / Hour
Confined Space Technician (CST)	\$102.00 / Hour
Content Inventory Supervisor (CIS)	\$66.00 / Hour
Drywaller/Finisher (DF)	\$78.00 / Hour
Electrician (ET)	\$120.00 / Hour
Equipment Operator (EO)	\$76.00 / Hour
General Labor (GL)	\$44.00 / Hour
Health & Safety Officer (HSO)	\$90.00 / Hour
HVAC Mechanical (HVAC)	\$118.00 / Hour
Insulator (IN)	\$60.00 / Hour
Management Fee (MF)	\$3.50 / Hour
Painter (PTR)	\$74.00 / Hour
Plumber (PL)	\$115.00 / Hour
Production Technician (PT)	\$50.00 / Hour
Project Auditor/ Accountant (PA)	\$65.00 / Hour
Project Consultant (PCO)	\$125.00 / Hour
Project Coordinator (PC)	\$145.00 / Hour
Project Estimator (PE)	\$125.00 / Hour
Project Manager (PM)	\$100.00 / Hour
Reconstruction Sr. Project Manager (RSPM)	\$125.00 / Hour
Reconstruction Superintendent (RSU)	\$90.00 / Hour
Remediation Supervisor (Mold/Lead Certified) (RSM)	\$75.00 / Hour
Remediation Technician (Mold/Lead Certified) (RTM)	\$62.00 / Hour
Restoration Supervisor (RS)	\$65.00 / Hour
Roofer (RF)	\$105.00 / Hour
Skilled Labor (SL)	\$60.00 / Hour





## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

Sr. Project Manager (SPM)	\$125.00 / Hour
Supply Supervisor (SS)	\$60.00 / Hour
Technical Specialist (TS)	\$85.00 / Hour
Tile/Flooring Installer (TFI)	\$78.00 / Hour
Welder (WD)	\$128.00 / Hour

Seminole Villa Inc. - Springfield, OH

## Consumable Rates

Benefect Decon 30 (Ready to Use) (BENE30-RTU)	\$72.50 / GAL
Cleaning Towel (CT)	\$10.60 / DZ
Filter - Air Scrubber 2000 cfm - Prefilter (F2000PF)	\$6.30 / EA
Filter - Air Scrubber 2000 cfm - Secondary per 12 (F2000S)	\$133.86 / EA
Filter - Back Pak Vacuum Kit (FBPVK)	\$33.80 / EA
Gloves, Nitrile/Latex 100ct (GNL)	\$35.00 / BOX
Mop Head (Cotton) (MHC)	\$16.00 / EA
Plastic Sheeting 6 mil - 20" x 100" Roll (PS6)	\$225.00 / ROLL
Respirator - N 95 (RN95)	\$5.00 / EA
Safety Glasses (SGL)	\$5.00 / EA
Tape, Painter (Blue) 2" x 60yds. (TAPEP)	\$13.16 / ROLL
Trash Bags, Contractor - 3 mil, 50 count (TRASH3)	\$50.00 / BOX
Wall and All Surface Cleaner (Concentrate) (WASC-CONC)	\$44.80 / GAL



## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

### Equipment Rates

	Daily
Air Mover, Carpet (AMC)	\$30.00
Air Scrubber, 2000 cfm (AS2000)	\$150.00
Dehumidifier - Medium Commercial <25 Gallon (DMC)	\$105.00
Demo Carts (DC)	\$20.00
Vacuum - Back Pack, HEPA (BPH)	\$125.00
Vehicle - Auto/Pick-up (VAP)	\$125.00
Vehicle - Box Truck (VBT)	\$175.00
Vehicle - Trailer (VT)	\$125.00



## SERVPRO® Large Loss Response Team

Seminole Villa Inc. - Springfield, OH

### Org Chart for Seminole Villa Inc.

#### Project Management

Labor Code	Labor Class	First Name	Last Name	Date Started
APM	Assistant Project Manager	Jaime	Naranio	1/12/2022
CA	Clerical Administrator	Julie	Bennnett	1/12/2022
PM	Project Manager	Ron	Pack	1/12/2022
RS	Restoration Supervisor	Jenry	Castillo	1/12/2022
RS	Restoration Supervisor	Nelson	Clemont	1/12/2022
RS	Restoration Supervisor	Javier	Romero	1/12/2022

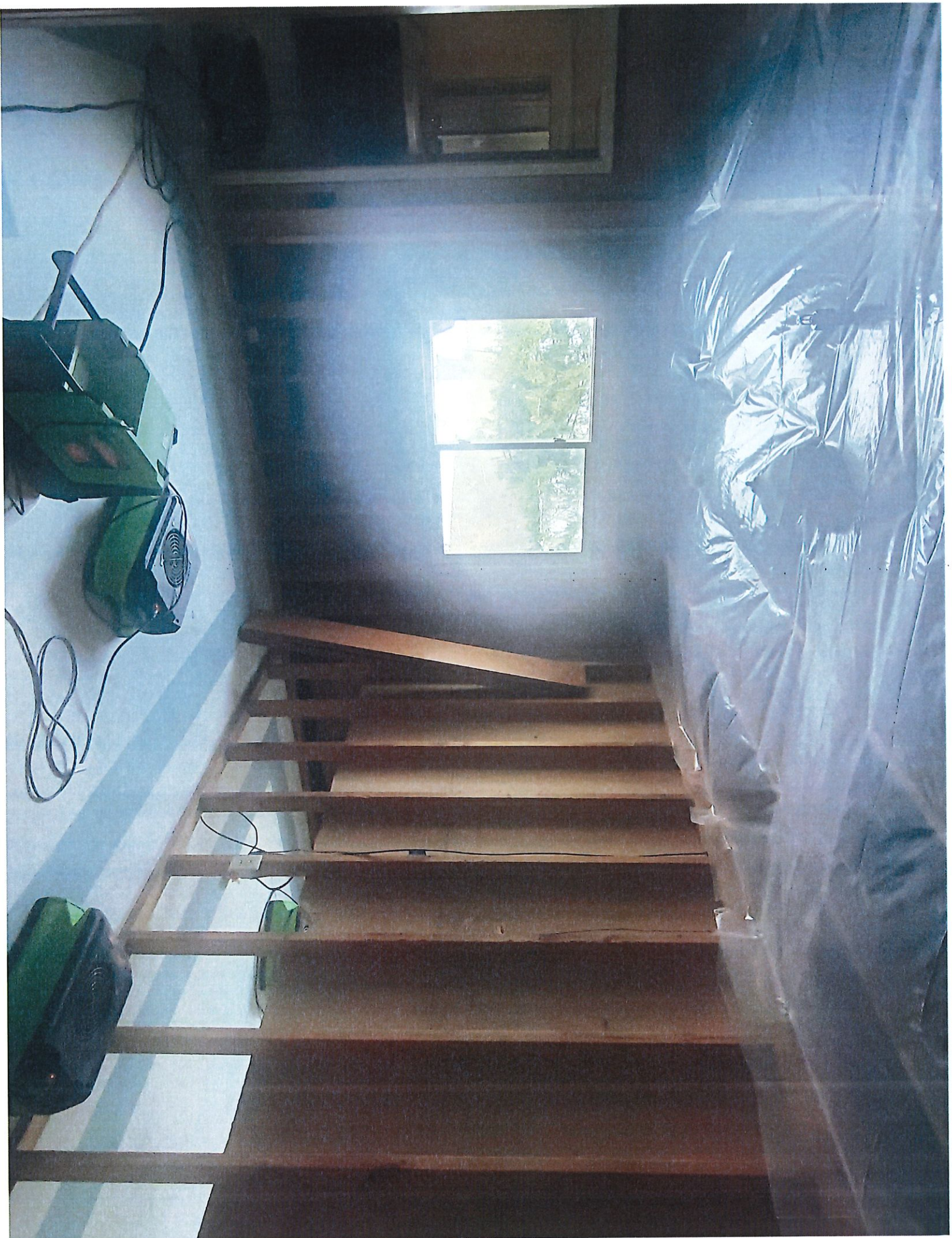
#### Project Production

Labor Code	Labor Class	First Name	Last Name	Date Started
GL	General Labor	13 Workers		































## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this "**Agreement**") is made as of the 8th day of December 2023 (the "**Effective Date**"), by and among **Seminole Villa, Inc.** an Ohio corporation ("**Seller**"), **Blue Line Capital, LLC**, an Ohio limited liability company ("**Blue Line**") and **Marty's Personal Care LLC**, d/b/a Avenues, an Ohio limited liability company ("**Avenues**") (Blue Line and Avenues may sometimes be collectively referred to as, "**Buyer**"). Buyer and Seller may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties.**" Capitalized terms not otherwise defined in the body of this Agreement have the meanings ascribed to them in the Appendix attached hereto.

**WHEREAS**, Seller owns the building and surrounding real property located at 1365 W. Seminole Ave., Springfield, Ohio 45506 and being Parcel No. 3000600003314018 in the Clark County, Ohio books and records (described with more particularity in **Exhibit A** hereto).

**WHEREAS**, the Real Property has been used formerly as a nursing home and most recently been utilized as an Intermediate Care Facility for individuals with Intellectual and Developmental Disabilities (the "**Business**").

**WHEREAS**, Buyer wishes to acquire the Real Property and certain assets associated with the Business (described with more particularity in the body of this Agreement as the "**Business Assets**").

**WHEREAS**, Seller wishes to sell the Real Property and the Business Assets to Buyer, according to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which the Parties hereby acknowledge to be true and accurate and which are incorporated herein by reference, and the representations, warranties, covenants, and mutual promises set forth below, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Section 1** **Transfer of Assets**

**1.1 Assets.** The Assets used in the Business consist of the Business Assets and Real Property (both of which are described below). The Business Assets and the Real Property are herein sometimes referred to collectively as the "**Assets.**"

A. **Business Assets.** Upon the terms, and subject to the conditions, set forth in this Agreement, Seller hereby agrees to sell to Avenues, and Avenues hereby agrees to purchase, the Intermediate Care Facility Licenses described in **Exhibit B** hereof (which are individually herein referred to as a "**Business Asset**" and are together herein referred to as the "**Business Assets**").

B. Real Property. Seller hereby agrees to sell, transfer and convey to Blue Line, the real property located at 1365 W. Seminole Ave., Springfield, Ohio 45506 and being Parcel No. 3000600003314018 in the Clark County, Ohio books and records (described with more particularity in Exhibit A hereto, together with all buildings, improvements, easements, rights of way, subsurface rights, air rights, licenses, and all other rights and privileges appurtenant to said real property (all of which are herein referred to collectively as the "Real Property") free and clear of all liens and encumbrances.

1.2 Conveyance of Title. The conveyance of title to the Assets shall be accomplished pursuant to the execution and delivery of a Limited Warranty Deed to convey the Real Property (the "Deed"), and such bills of sale (the "Bill of Sale"), certificates of title, assignments, and other documents of conveyance as are suitable and necessary to convey good and marketable title in the Assets to Buyer. The documents of title delivered hereunder shall provide that good and marketable title to the Assets are free and clear of all liens and encumbrances except as otherwise expressly permitted in this Agreement. The Deed conveying the Real Property and the Bill of Sale conveying the Business Assets shall be in the form of Exhibit 1.3 attached hereto.

1.3 Liabilities of Business. Buyer will not assume or be liable for any claims, lawsuits, liability, cost or expense arising prior to Closing.

## Section 2 Consideration for Transfer of Assets

2.1 Purchase Price for Assets. The purchase price for the Assets is Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "Purchase Price").

2.2 Payment of Net Purchase Price. At Closing, the Purchase Price shall be tendered as set forth below to the Escrow Agent by bank check or wire transfer, as he may direct:

A. Real Property. At Closing, Blue Line shall pay the sum of \$299,000.00 for the Real Property, subject to the pro-rations and allocation of expenses herein provided, which amount shall be tendered in cash at closing:

B. Business Assets. At Closing, Avenues shall pay the sum of \$1,000.00 for the Business Assets which amount shall be tendered in cash at closing.

## Section 3 Representations and Warranties – Business Assets

Seller hereby make the following representations and warranties to Buyer, which representations and warranties shall be deemed to be remade as of the Closing Date. The truth and accuracy of the following warranties and representations shall be a condition precedent to Buyer's obligations under this Agreement. All of the following representations and warranties set forth in this Agreement shall survive Closing and shall not merge into the Bill of Sale.

**3.1 Organizational Status.** Seller is a trust duly organized and formed under the laws of the State of Ohio. The undersigned has the power and authority to conduct the Business as it is now being conducted, to use the Business Assets and the Real Property that it purports to own or have the right to use, and to perform all its obligations under any contracts relating to the Business to which it is a party.

**3.2 Authority: No Conflicts.** This Agreement is legally binding upon the Seller. The undersigned has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and all documents required to be executed and delivered by them hereunder, and to perform all of their obligations hereunder. Consummation by Seller of the transactions contemplated herein in accordance with the terms hereof does not require the consent of any third party (including a Governmental Body).

**3.3 Title to Business Assets.** Seller has good and marketable title to all of the Business Assets, all of which are free and clear of all liens and encumbrances.

Except for the representations and warranties specifically provided in this Agreement, Buyer acknowledges and agrees that the Business Assets are sold "AS IS - WHERE IS" and that Seller provides no other express warranties regarding the Business Assets.

#### **Section 4** **Representations and Warranties – Real Property**

Seller hereby makes the following representations and warranties to Buyer, which representations and warranties shall be deemed to be remade as of the Closing Date. The truth and accuracy of the following warranties and representations shall be a condition precedent to Buyer's obligations under this Agreement. All representations and warranties set forth in this Agreement shall survive Closing and shall not merge into the Deed.

**4.1 Environmental Actions.** Seller has not generated, treated, disposed of, or stored any Hazardous Material on the Real Property.

**4.2 Condition of Real Property.** Except for the representations and warranties set forth in this Agreement, Buyer acknowledges and agrees that it is acquiring the Real Property "AS IS – WHERE IS". Seller provides no warranty or representation regarding the Real Property except as set forth in the Deed and specifically stated in this Agreement.

#### **Section 5** **Inspection Period and Title Insurance**

**5.1. Inspection of Assets.** For a period of ninety (90) days after the Effective Date (the "Inspection Period"), Buyer may, at its sole risk and expense, undertake an inspection, examination and analysis of the Assets as it deems appropriate, including but not limited to inspection, examination and analysis of the following in connection with the Real Property:



(a) The performance of soil tests to confirm that the Real Property can be used for its intended use;

(b) The performance of environmental testing and Environmental Audits herein and the determination that no Environmental Conditions exist with respect to the Real Property that require remedial action or that may result in claims, demands or liability against Seller;

(c) Examination of all applicable zoning laws and applicable restrictions in order to confirm that covenants confirming that the Real Property can be used for the Business;

(d) Survey of the Real Property;

(e) Examination of the title Commitment.

Inspection results under this Section 5.1 satisfactory to Buyer are a condition precedent to the performance of its obligations under this Agreement, unless such condition precedent is deemed to have been waived as herein provided. In the event that Buyer wishes to remedy or resolve any defect in the Assets, including any matter set forth in the Commitment, which remedy or resolution cannot reasonably be accomplished within the Inspection Period, Before expiration of the Inspection Period, Buyer has the right to provide written notice to Seller that it does not intend to consummate the Contemplated Transactions and is terminating this Agreement (the "Termination Notice"). If Buyer does not provide the Termination Notice in accordance with this Section 5.1, all of its objections to the above referenced inspections and examinations, and all conditions precedent to the Buyer's obligations under this Agreement, shall be deemed to have been waived, without further action of the Parties.

The Parties agree that all tests and inspections performed by or on behalf of Buyer, including any Phase One or Phase Two Environmental Audit, the survey, Title Insurance and the Commitment, shall be at the sole expense of Buyer, and Buyer agrees that it will hold the Seller harmless from, and shall defend them against, any and all claims, demands, or causes of action arising out of the performance of such tests and inspections, or the results thereof; provided, however, if such claims, demands, or causes of action are a result of the discovery of an already existing condition on the Real Property, Buyer shall not be responsible for such indemnification.

**5.2 Title Insurance.** Buyer shall promptly obtain a commitment (the "Title Commitment") from Wigley Title Agency, in Akron, Ohio (the "Title Company") for the issuance of an ALTA 2006 Owner's Policy (the "Title Policy") in the amount of the Purchase Price, showing marketable, fee simple title to the Property in Buyer, subject only to the Permitted Exceptions. At its option, and at Buyer's sole cost and expense, Buyer may obtain an ALTA survey of the Property (the "Survey"). Buyer shall give Seller written notice as soon as practicable after receipt of the Title Commitment, but in any event within thirty (30) days after the Effective Date (the "Title Objection Period"), of any condition of title, other than as expressly deemed to be a Permitted Exceptions (as defined below) in this Section, as set forth in the Title Commitment or Survey that is not satisfactory to Buyer, in Buyer's sole discretion.

Any title exceptions which are set forth in the Title Commitment or Survey to which Buyer does not object within the Title Objection Period shall, except for Monetary Liens (as defined below), be deemed to be permitted exceptions to the status of Seller's title (each a "**Permitted Exception**", collectively, the "**Permitted Exceptions**"). "**Monetary Liens**" shall mean any Title Objections such as a lien or mortgage which can be cured by the payment of money, including without limitation, any mechanic's liens, tax liens, and unpaid municipal charges for utilities, which Seller covenants to discharge on or before Closing. With regard to any items that are not Permitted Exceptions and items to which Buyer does object (collectively, the "**Objections**") within the Title Objection Period, Seller shall provide Buyer notice of Seller's election to either attempt to cure or not to cure the Objections within ten (10) days after the receipt of the Objections. If Seller does not provide Buyer notice within said ten (10) day period, Seller shall be deemed to have elected not to cure any of the Objections. In the event Seller has elected to attempt to cure any such objections, Seller shall use commercially reasonable efforts to cure the objections on or before the Closing Date; provided, however, in the event that Seller fails or is unable to cure such objections on or before the Closing Date, Buyer may either (i) cancel this Agreement and recover the Deposit or (ii) close this sale, in which case all Objections shall be deemed Permitted Exceptions, other than Monetary Liens which shall be paid by Seller at Closing; provided however, that in no case shall Seller be required to pay more than the Purchase Price to cure, in the aggregate, any Monetary Liens and Objections. Furthermore, at Closing, Seller shall deliver a standard Seller's affidavit to the Company, in a form reasonably acceptable to Seller, to assist the Title Company in removing standard title exceptions from the Title Commitment (but excluding any exception for taxes and assessments not yet due or payable, which may remain as a Permitted Exception). In addition, with respect to any additional exception(s) appearing on the Title Commitment or any update thereto after the effective date of the Title Commitment delivered to Buyer pursuant to this Section, Buyer shall have ten (10) days after receipt of notice of said additional exception(s) or update to notify Seller of any objections (and if no such notice is given, then the same shall be deemed waived by Buyer and they shall be Permitted Exceptions). If Buyer timely provides Seller with such notice, the parties shall follow the same process as set forth above, and the Closing Date may be extended by either party for up to thirty (30) days in order for Seller to attempt to cure any such exception. Seller covenants that it shall not cause or permit any additional matters to encumber the Property following the Effective Date of this Agreement

## **Section 6**

### **Conditions Precedent to Obligations of Buyer**

The obligations of the Buyer to be performed hereunder are subject to the satisfaction on or before the Closing of each of the following conditions precedent:

**6.1 Representations and Warranties True and Accurate as of Closing.** The representations and warranties of Seller set forth in this Agreement shall be true and accurate in all material respects as of the Closing with the same force and effect as though made at such time.

**6.2 Performance of Obligations.** Seller performs in all material respects all of its covenants and other obligations hereunder.

**6.3 Form of Documents.** All bills of sale, deeds, documents of title, and settlement statement and other documents to be delivered by Seller are in a form herein required.

**6.4 Legal and Insolvency Proceedings.** No Proceedings are commenced or threatened against Seller which claim that the Contemplated Transactions constitute a fraudulent conveyance. No bankruptcy, assignment for the benefit of creditors, receivership or other Proceeding for the relief of debtors is commenced by or against Seller.

**6.5 Closing Conditions.** The following conditions must be satisfied prior to Closing:

(a) Seller shall provide reasonable assurances that Buyer will obtain all Consents from any Governmental Body for the transfer of the Business Assets to Buyer upon Closing, and that the Business Assets will be free and clear of any conditional licensure status, other restrictions or limitations and that such transfers will be granted upon the completion of standard applications; and

(b) Seller will have received Consent of the Contemplated Transactions from the United States Department of Housing and Urbanization.

**6.6 Exhibits.** All Exhibits to this Agreement shall be attached to this Agreement at Closing and shall be satisfactory to Buyer.

## **Section 7** **Conditions Precedent to Obligations of the Seller**

The obligations of Seller to be performed hereunder are subject to the satisfaction on or before the Closing of each of the following conditions precedent:

**7.1 Representations and Warranties True and Accurate as of Closing.** The representations and warranties of Buyer contained herein are true and accurate in all respects as of the day of Closing with the same force and effect as though made at such time.

**7.2 Payment of Purchase Price.** Buyer tenders the cash portion of the Purchase Price in the amount and manner specified herein.

**7.3 HUD Approval.** Seller must have obtained approval of the transactions contemplated herein by the U.S. Department of Housing and Urban Development who must agree to release its lien and the Real Property and the Business Assets for an amount not to exceed the Purchase Price.

## **Section 8** **Closing**

**8.1 Time and Place.** The closing ("Closing") of the sale of the Assets hereunder will take place as soon as all of the contingencies have been completed, but not later than March 31,

2024, or on such other date as the Parties shall agree in writing ("**Closing Date**"), effective as of the opening of business on the day following the Closing Date. Upon agreement of the Parties, the Closing may proceed and become effective by way of escrow. Wigley Title Agency, in Akron, Ohio will act as the escrow agent for the Closing ("**Escrow Agent**"), therefore all documents as well as the Purchase Price shall be delivered to and administered to Escrow Agent in order to complete Closing in accordance with this Agreement.

**8.2 Obligations of Seller.** At the Closing, Seller shall deliver, or cause to be delivered, the following:

- (a) Seller shall duly execute and deliver a Bill of Sale for the Business Assets;
- (b) Seller shall execute and deliver: i) the Deed, ii) a Settlement Statement reflecting payment of the Purchase Price, the allocation of all costs and expenses to the parties in accordance herewith and the customary prorations of real property taxes and other expenses, and iii) such mechanics' lien affidavits, tax reporting documents, and all other documents required by the underwriter providing the Title Insurance to issue the required Title Policy.

**8.3 Obligations of Buyer.** At the Closing, Buyer shall deliver or cause to be delivered, the following:

- (a) the Purchase Price;
- (b) a Settlement Statement reflecting payment of the Purchase Price, the allocation of all costs and expenses to the parties in accordance herewith and the customary proration of real property taxes and assessments.

**8.4 Pro-rations of Taxes and Obligations.** Real property taxes and utilities shall be prorated between the Parties based on the latest available tax bill, and utility bills and such proration shall be final and binding.

**8.5 Miscellaneous Expenses.** Except as otherwise provided herein, Buyer and Seller shall split any closing costs associated with the Real Property. Buyer will pay all costs to prepare and record the Deed. Seller will pay the entire conveyance fee, if any, levied by the County on the transfer and conveyance of the Real Property. Each Party shall be responsible for all other expenses and attorneys' fees which it incurs in connection with the Contemplated Transactions.

**8.6 Condemnation.** If, between the date of this Agreement and the date of Closing, all or any portion of the Real Property is taken or is made subject to condemnation, eminent domain or other governmental or quasi-governmental acquisition proceedings, then the following provisions shall apply. In the event either Party receives a written notice from any governmental or quasi-governmental authority with powers of eminent domain to the effect that a condemnation as to any portion or all of the Real Property is pending or contemplated, they shall notify the other Party in writing within five (5) days of the receipt of such notice. If the proposed



or pending condemnation is one which could reasonably be expected to render the purchase of the Real Property unfeasible, then Buyer may, upon receipt of notice of such event, cancel this Agreement at any time prior to Closing by providing written notice to Seller, upon which this Agreement shall terminate and no Party shall have any further rights or obligations hereunder, other than those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement.

**8.7 Maintenance of Real Property.** Between the execution of this Agreement through the day of Closing, Seller shall maintain the Real Property in the same condition as it exists on the Effective Date, normal wear and tear excepted.

**8.8 Further Assurances.** Each of the Parties individually and/or in their corporate capacities, as the case may be, shall execute and deliver such additional documents and take all actions reasonably necessary or appropriate to consummate any and all of the Contemplated Transactions and to vest in Buyer, all legal rights and interests in the Assets, and to provide physical possession of all of the Assets.

## **Section 9** **Termination**

This Agreement may, by written notice given prior to or at the Closing, be terminated:

- (a) by Seller if a Breach of any provision of this Agreement is committed by Buyer, and such Breach is not waived;
- (b) Buyer if a Breach of any provision of this Agreement is committed by Seller, and such Breach is not waived;
- (c) by the Buyer, if any of the conditions precedent in Section 6 are not satisfied as of the Closing Date, or if satisfaction of any such condition is or becomes impossible (other than through the failure of the Buyer to comply with its obligations under this Agreement), and Buyer has not waived such condition on or before the Closing Date;
- (d) by Seller if any of the conditions in Section 7 are not satisfied as of the Closing Date, or if satisfaction of any such condition is or becomes impossible (other than through the failure of Seller to comply with their obligations under this Agreement) and Seller has not waived such condition on or before the Closing Date;
- (e) by mutual written consent of the parties for this Agreement.

## **Section 10** **Miscellaneous Provisions**

**10.1 Survival of Representations and Warranties.** All representations, warranties, covenants, and delivery requirements set forth in this Agreement shall survive the Closing.

**10.2 Notices.** All notices and other communications under this Agreement must be in writing and will be considered to be effective as to a Party:

(a) on the date delivered to that Party, at the address for that party set forth below, regardless of the means of delivery;

(b) three days after mailing by U. S. certified mail (postage prepaid and return receipt requested) at the address for that party set forth below

If indicated below, a copy of the notice or other communication to a Party under this Agreement must be sent to the Party's counsel at the address set forth below. A delivery under this Agreement will be considered to be effective as and when set forth above even though a Party refuses to receive the communication. If a Party changes the party's address and does not notify the other Parties in the manner specified above, a notice or other communication will be effective three days after it is sent by U. S. regular mail, postage prepaid, to the Party's address set forth below or to such other address as to which the other Parties have been notified in the manner specified above.

Blue Line:

**Blue Line Capital, LLC**  
4126 Linden Avenues  
Dayton, OH 45432  
Attn: Todd Pultz  
e-mail: [bttilc@gmail.com](mailto:bttilc@gmail.com)

Avenues:

Marty's Personal Care LLC  
4126 Linden Avenue  
Dayton, OH 45432  
Attn: Todd Pultz  
e-mail: [bttilc@gmail.com](mailto:bttilc@gmail.com)

Seller:

**Seminole Villa, Inc.**  
200 Smokerise Drive, STE 300  
Wadsworth, OH 44281  
Attn: Neil Wenger  
e-mail: [neilw@americanhg.com](mailto:neilw@americanhg.com)

With Copy to:

Buckingham Doolittle & Burroughs LLC  
3800 Embassy Parkway, Suite 300  
Akron, Ohio 44333  
Attn: Christopher J. Niekamp, Esq.  
Email: [cniekamp@bdblawn.com](mailto:cniekamp@bdblawn.com)

**10.3 Successors and Assigns.** None of the Parties may assign their rights or delegate their duties hereunder without the prior written consent of the other parties. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, and successors of the Parties hereto. Notwithstanding the foregoing, Buyer may designate an entity to hold take



title to the Assets in which Steve Porter owns 50% or more of the equity shares, membership units, or other units of ownership.

**10.4 Integration and Amendment.** This Agreement supersedes all prior discussions and agreements, written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement and the Exhibits attached to this Agreement constitute the entire agreement by and between the Parties with respect to the subject matter thereof, and may not be amended except by a writing signed by the party against whom the amendment is to be enforced.

**10.5 Governing Law; Waiver of Jury Trial.** The rights and obligations of the Parties hereunder and the interpretation of this Agreement are governed by the laws of the state of Ohio (other than those relating to conflicts of laws). The Parties agree that service of process on them in any such dispute may be perfected at the addresses shown above in Section 10.2. IT IS MUTUALLY AGREED BY AND BETWEEN SELLER AND BUYER THAT THE RESPECTIVE PARTIES HERETO SHALL AND DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS WAIVER AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE. THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY BY THE PARTIES HERETO.

**10.6 Brokerage.** Seller and Buyer each represents and warrants to the other that no real estate commissions, selling commissions or finder's fees are due on the sale of the Property contemplated by this Agreement by virtue of any act of Seller or Buyer or any agent acting on their behalf other than SVN Commercial Real Estate Advisors and eXp Realty (collectively, the "Broker"). eXp Realty shall receive a commission equal to three percent (3%) of the Purchase Price at Closing. Buyer and Seller shall each indemnify and hold harmless the other party against any claims by any agent, broker or other person, other than the Broker, respectively, claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party. Seller shall pay all commissions and/or fees due to the Broker at Closing in an amount to be determined by separate agreement. The indemnities set forth in this Section 13 shall survive the Closing for a period equal to the applicable statute of limitations.

**10.7 Counterparts and Facsimiles.** This Agreement may be executed in separate counterparts with different parties signing identical counterparts provided that each Party signs at least one counterpart. A Party's execution of this Agreement, or any other document relating to the Contemplated Transactions, may be evidenced by e-mail or facsimile transmission of the signature page. A Party's delivery of this Agreement, or any other document relating to the Contemplated Transactions, may be effectuated by e-mail facsimile transmission and such Party's e-mail or facsimile signature will be enforceable as an original signature.

**10.8 Waivers.** A Party will not be bound by a waiver of any right or remedy that inures to the Party's benefit under this Agreement unless the waiver is in a writing signed by the Party. A failure by a Party to enforce any right or to seek any remedy for a Breach of this Agreement by another Party does not constitute a waiver of the first party's right to enforce that

right or seek that remedy with respect to that or any other Breach. The waiver by a party of a Breach of any provision of this Agreement is not a waiver of any subsequent Breach. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any Party, constitutes a waiver by the Party taking the action of compliance with any representations, warranties, covenants, or other obligations contained herein.

**10.9 Time of Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

**10.10 Expenses.** Except as otherwise expressly provided in this Agreement, each Party will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants. In the event of termination of this Agreement, the obligation of each Party to pay its own expenses will be subject to any rights of such party arising from a Breach of this Agreement by another Party.

**10.11 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**10.12 Representation.** The Parties acknowledge and agree that relative to this Agreement and the Contemplated Transactions, attorney Stephen M. Gross and the law firm of Buckingham, Doolittle & Burroughs, LLC, represent Buyer, and they do not represent, and have not represented, Seller. Seller hereby represents that Seller has had the opportunity to seek the counsel of another attorney or law firm of their choice.

**10.13 Construction.** All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement and all references to "Exhibit" or "Exhibits" refer to the Exhibits attached to this Agreement. The section headings included in this Agreement are for convenience only, and are not intended to have any effect on the meaning of the provisions set forth of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. In the event of any ambiguity or judicial interpretation of the provisions in this Agreement, both parties will be deemed to have expended equal effort in drafting this Agreement and such ambiguity shall not be construed against either party based on any assertion, assumption or conclusions that one party may have drafted any such provision.

**10. 14 Successors and Assigns.**

(a) Subject to the provisions of subsection (b) of this Section 10.14, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Buyer may not assign this Agreement or all or any part of his rights and obligations hereunder to one or more parties without the prior written consent of Seller which



consent may be withheld or given in Seller's sole discretion; provided, however, that Buyer shall have the right, without Seller's consent, to assign this Agreement to an entity owned or controlled by Buyer, so long as Buyer provides Seller with a copy of an assignment and assumption agreement, reasonably acceptable to Seller prior to the execution of the same. Further, Buyer shall remain liable for all obligations hereunder through the Closing Date. Buyer shall notify Seller of any assignment no less than five (5) business days prior to the Closing Date.

**10.15 Force Majeure.** "Force Majeure" means in reference to a delay in the performance of Due Diligence, that one or more of the following events have caused such delay: strikes, lockouts, labor disputes, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, delay in issuance of governmental permits or governmental approvals, pandemics or epidemics, enemy or hostile governmental action, civil commotion, war, pandemic, or acts of God.

**10.16 Signatures.** THIS DOCUMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, AND ALL OF SUCH COUNTERPARTS TOGETHER WILL CONSTITUTE ONE AND THE SAME INSTRUMENT. SIGNATURE AND ACKNOWLEDGEMENT (IF ANY) PAGES MAY BE DETACHED FROM THE COUNTERPARTS AND ATTACHED TO A SIGNED COPY OF THIS DOCUMENT TO PHYSICALLY FORM ONE DOCUMENT. IMAGES OF THE HANDWRITTEN SIGNATURE AND ACKNOWLEDGEMENT (IF ANY) PAGES OF EACH SIGNATORY ON THIS DOCUMENT MAY BE EXECUTED VIA AN INKED OR "WET" SIGNATURE OR VIA AN ELECTRONIC SIGNATURE VALID UNDER THAT STATE'S UNIFORM ELECTRONIC TRANSACTIONS ACT ("UETA"), OR IF NO SUCH ACT EXISTS, UNDER THE ELECTRONICS SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15 USC § 7001, ET SEQ. ("E-SIGN") AND THE EXECUTED SIGNATURE AND ACKNOWLEDGMENT (IF ANY) PAGES MAY BE DELIVERED USING PORTABLE DOCUMENT FORMAT (E.G., PDF) OR SIMILAR FILE TYPE AND TRANSMITTED VIA FACSIMILE, ELECTRONIC MAIL, CLOUD-BASED SERVER, E-SIGNATURE TECHNOLOGY OR SIMILAR ELECTRONIC MEANS, AND, UPON RECEIPT, WILL BE DEEMED ORIGINALS AND BINDING UPON THE SIGNATORIES HERETO. ANY MANUAL SIGNATURE UPON THIS DOCUMENT THAT IS FAXED, SCANNED OR PHOTOCOPIED, AND ANY ELECTRONIC SIGNATURE VALID UNDER UETA OR E-SIGN SHALL FOR ALL PURPOSES HAVE THE SAME VALIDITY, LEGAL EFFECT AND ADMISSIBILITY IN EVIDENCE AS AN ORIGINAL INKED OR "WET" SIGNATURE AND THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE CONTRARY.

[signature page follows]

To evidence their agreement to the foregoing, the Parties have executed this document as of the Effective Date first above stated.

**SELLER:**

**Seminole Villa, Inc.**  
an Ohio corporation

By: Neil Wenger  
Neil Wenger (Dec 9, 2023 11:28 EST)

Name: Neil Wenger  
Its: Vice President

**BUYER:**

**Blue Line Capital, LLC**  
an Ohio limited liability company

By: Todd Pultz  
Todd Pultz (Dec 8, 2023 17:04 EST)

Name: Todd Pultz  
Its: Managing Member

**Marty's Personal Care LLC**  
an Ohio limited liability company

By: Todd Pultz  
Todd Pultz (Dec 8, 2023 17:04 EST)

Name: Todd Pultz  
Its: Managing Member

[signature page to Asset Purchase Agreement between Seminole Villa, Inc., Blue Line Capital, LLC, and Marty's Personal Care LLC]



## Appendix

The capitalized words set forth below, which appear in this Agreement, unless otherwise defined in this Agreement have the definitions set forth below. The singular of a plural defined term means one of the defined item; the plural of a singular defined term means all of the defined items.

"Breach" means (a) any inaccuracy in or Breach of, or any failure to perform or comply with, a representation, warranty, covenant, obligation, or other provision of this Agreement or any instrument delivered pursuant to this Agreement or in association with the Contemplated Transaction, or (b) any claim (by any person) or other occurrence or circumstance that is or was inconsistent with such representation, warranty, covenant, obligation, or other provision, and the term "Breach" means any such inaccuracy, Breach, failure, claim, occurrence, or circumstance.

"Consent" means an approval, consent, ratification, waiver, or other authorization (including a Governmental Authorization).

"Contemplated Transactions" means all of the transactions contemplated by this Agreement, including, without limitation:

- (a) the transfer of the Business Assets and Real Property to Buyer;
- (b) the performance by the parties hereto of their respective covenants and obligations under this Agreement;
- (c) payment of the Purchase Price.

"Environmental Audit" shall include, but shall not be limited to, investigations into Seller's past and present environmental practices, tests of air, soils, surface waters, groundwaters and other matters located in, on, or about the Real Property, interviews with past and present employees of Seller, and residents or owners of real property near the Real Property, and reviews of all documents and permits related to Seller's environmental practices, whether in their possession or the possession of governmental entities.

"Environmental Condition" means any past or present Release (as defined below) of Hazardous Materials (as defined below) in, on or originating from the Real Property.

"Environmental Requirement" means any legal requirement that requires or relates to:

- (a) advising appropriate authorities, employees, and the public of intended or actual releases of pollutants or hazardous substances or materials, violations of discharge limits, or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the environment;
- (b) preventing or reducing to acceptable levels the release of pollutants or hazardous substances or materials into the environment;

(c) reducing the quantities, preventing the release, or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged, and used so that they do not present unreasonable risks to human health or the environment when used or disposed of;

(e) protecting resources, species, or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil, or other potentially harmful substances;

(g) cleaning up pollutants that have been released, preventing the threat of release, or paying the costs of such clean up or prevention;

(h) making responsible parties pay private parties, or groups of them, for damages done to their health or the environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets; or

(i) all Federal, state, local laws, statutes, ordinances, regulations, criteria, guidelines, rules of common law now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land, surface or subsurface strata, and wildlife, aquatic species and vegetation), including laws and regulations relating to emissions, discharges, releases or threatened releases of a Hazardous Material or otherwise relating to the manufacture, processing, distribution, use, treatment, disposal, storage, transport or handling of a Hazardous Material. Environmental Requirements include, but are not limited to, the CERCLA; the Resource Conservation and Recovery Act, as amended ("RCRA"); the Toxic Substances Control Act, as amended ("TSCA"); the Clean Air Act, as amended ("CAA"); the Federal Water Pollution Control Act, as amended ("FWPCA"); the Oil Pollution Act of 1990, as amended ("OPA"); the Occupational Safety and Health Act, as amended ("OSHA"); and the Safe Drinking Water Act, as amended ("SDWA"); and their state and local counterparts or equivalents.

"Governmental Authorization" means any approval, Consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available to Seller, including the Business Assets, by or under the authority of any Governmental Body or pursuant to any legal requirement.



"Governmental Body" means any:

- (a) federal, state, local, municipal, foreign, or other government or any subdivisions agency, bureau, or department thereof, and
- (b) any body entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or Taxing authority or power of any nature.

"Hazardous Material" means (i) any petroleum or petroleum products, including crude oil or any fraction thereof, synthetic gas and mixtures thereof, radon gas, flammable explosives, radioactive materials, lead paint, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls; (ii) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "toxic substances," "toxic pollutants," or words of similar import, under any applicable Environmental Requirements, and (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority.

"Proceeding" means an action, arbitration, audit, hearing, investigation, voluntary or involuntary bankruptcy or insolvency action, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Court, tribunal, Governmental Body or arbitrator.

"Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, dumping and all other meanings given to that term in CERCLA, as amended, and the regulations promulgated thereunder, and includes threatened or suspected releases.

"Tax" means any tax, levy, assessment, tariff, duty, or other fee, and any related charge or amount (including any fine, penalty, interest, or addition to tax), imposed, assessed, or collected by or under the authority of any Governmental Body (including any income tax, sales or use tax, property tax, or excise tax) or amount payable pursuant to any tax-sharing agreement.

## EXHIBIT A

Situated in the Township of Springfield, County of Clark and State of Ohio:

Being a part of Section 3, Town 4, Range 9, M.R.S.

Beginning at a road nail at the intersection of the centerline of Route #68 and the south line of Section 3; thence N. 84° 33' W. 1698.95 feet to an iron bar, at the southeast corner of the Family Recreation Club, Inc.; thence N. 4° 28' E 1024.0 feet to an iron bar, this line also being the east line of the Family Recreation Club, Inc.; thence S. 51° 55' E. 652.37 feet to an iron bar; thence S. 44° 57' E. 50.0 feet to an iron bar; thence S. 49° 16' E. 722.56 feet to an iron bar; thence N. 73° 06' E. 680.15 feet to an iron bar on the west right-of-way of Route #68; thence S. 70° 45' 30" E. 30.0 feet to a road nail in the centerline of Route #68; thence S. 19° 59' 30" W. 109.1 feet to a point on the centerline of Route #68; thence with a curve of radius of 17188.74 feet to the right 316.25 feet to the place of beginning, containing 21.58 acres.

Also an easement for ingress and egress over a tract of land 50.00 feet wide, extending 25.0 feet on each side of the center line described as follows:

Beginning at the intersection of the center line of Iroquois Street with the south line of said Street as dedicated on the plat of Sunnyland Subdivision, Block "DX", recorded in Volume 10, Plat Records of Clark County, Ohio; thence with said center line extended, South 45° 03' West, 243.00 feet to the center of a north line of the above described tract which has a bearing of South 44° 57' East; and a length of 50.00 feet.

EXCEPTING THEREFROM:

### TRACT I:

Situate in the County of Clark, State of Ohio, and Township of Springfield, and being and lying within the bounds of the southwest quarter of Section Numbered 3, T 4, R 9, MRS.

From the point which identifies the corner common to Sections Numbered 2, 3, 8 and 9, measure along the west line of Section 3, N 06° - 00' E, 1175.00 feet to an iron pipe which marks the place which establishes the beginning point of this description and the extreme southwest corner of the parcel of land to be described; the point also marks the northwest corner of the 7.73 acre tract to which this parcel will be attached; thence from the point of beginning and continuing with the section line, N 06° - 00' E, 125.48 feet to an iron pin; thence following the south line of SUNNYLAND ACRES, BLOCK "M", S 64° - 25' - 50" E, at 4.31 feet, 49.17 feet and 227.79 feet passing iron pipes, in all 308.19 feet to an iron pin driven down in the westerly line of Duquesne Avenue at its southern terminus; thence along the south end or limits of the public thoroughfare, S 60° - 01' E, 69.39 feet to an iron pin; thence S 22° - 22' - 50" W, 190.80 feet to an iron pin set in the east line of the 7.73 acre tract; thence N 06° - 00' E, 85.00 feet to an iron pin; thence N 64° - 52' - 40" W, 317.50 feet to the place of beginning, containing an area of Nine Hundred Eighty Three Thousandths (0.983) of an acres, more or less.



## TRACT II:

Situate in the County of Clark, State of Ohio and Township of Springfield, and being and lying within the bounds of the southwest quarter of Section Numbered 3 - T 4 - R 9, MRS.

Beginning at an iron pipe which identifies the south corner common to the Lots Numbered 4 and 5 in a division of lots laid out in October 1954, under the name of "Sunnyland Sub-Division, Block DX", a plat of which is on file in Plat Book 10, at Page 25 of the Plat Records of Clark County, Ohio; thence from the point of beginning and following the subdivision line, N 58° - 34' - 30" W, 190.00 feet to a concrete monument planted at the extreme west corner of Lot Numbered 6 in the division of lots; thence, W 58° - 40' W, 163.30 feet to an iron pin set in the southern terminus of Duquense Drive in Sunnyland; thence, S 22° - 22' - 50" W, 190.80 feet to an iron pin; thence, S 06° - 00' W, 315.00 feet to an iron pipe which identifies the extreme northwest corner of the 8.92 acre tract of land to which this parcel will be attached; thence, S 83° - 03' 40" E, at 323.35 feet passing an iron pipe, in all 540.28 feet to an iron pipe driven down at the extreme west corner of a fifty (50) feet wide right of way leading northeastwardly to Iroquois Street; thence with its southerly line, S 43° - 11' 45" E., 50.00 feet to an iron pipe; thence, N 46° - 48' - 15" E, 149.71 feet to a point falling on the right bank of a creek; thence downstream therewith, parallel to and 3.50 feet to the right of the centerline of the right unit of a battery of three, thirty-six inch diameter corrugated metal pipes, N 48° - 01' W, 50.18 feet to a point; thence, N 46° - 48' - 15" E, 98.39 feet to the point which identifies the extreme south corner of Lot Numbered 1 in the division of lots; thence following the subdivision line on a curve to the left whose radius is 800.00 feet, for an arc distance of 150.54 feet (Chord of, N 53° - 11' - 05" W, 150.32 feet), to the end of the curve; thence with the tangent, N 58° - 34' - 30" W, 218.67 feet to the place of beginning, containing an area of Five and Fifty One-Hundredths (5.51) acres, more or less.

## TRACT III:

Situate in the County of Clark, State of Ohio and Township of Springfield, and being and lying within the bounds of the southwest quarter of Section Numbered 3 - T 4 - R 9, MRS.

Beginning at the point which identifies the extreme south corner of Lot Numbered 1 in a division of lots laid out in October 1954 under the name of "SUNNYLAND SUB-DIVISION, Block DX", a plat of which is on file in Plat Book 10, at Page 25 of the Plat Records of Clark County, Ohio; the point also marks the extreme west corner of Iroquois Street at its southern terminus; thence from the point beginning and following the subdivision line and the southerly line of the public street, on a curve to the right whose radius is 800.00 feet for an arc distance of 50.08 feet (Chord of S 46° - 00' E, 50.07 feet), to the extreme south corner of Iroquois Street; thence leaving public street, S 46° - 48' - 15" W, 96.62 feet to a point falling on the right bank of a creek; thence downstream therewith, parallel to and 3.5 feet to the right of the centerline of the right unit of a battery of three, thirty six inch diameter corrugated metal pipes, N 48° - 01' W, 50.18 feet to a point; thence, N 46° - 48' - 15" E, 98.39 feet to the place of beginning, containing an area of 0.112 of an acre, more or less.

This description was prepared in March 1977 by Carl F. Swartzbaugh, Professional Land Surveyor, Ohio Certificate Number S-02644.

#### TRACT IV

Situate in the State of Ohio, County of Clark, Springfield Township, and being within the Southwest quarter of Section 3, Town 4, Range 9, MRS and being part of a residual 19.44 acre of tract as recorded in Deed Book 555, Page 117.

Beginning at the Southwest corner of Section 3, thence with the Section line South 83-17-30 East 300.00 feet to an iron pin found; thence North 6-04-55 East 203.94 feet to an iron pin set which marks the Southwest corner and true point of beginning for the here-in-after described tract:

Thence North 6-04-55 East 470.00 feet to an iron pin found; being the Southwest corner of a 5.51 acre tract as recorded in Deed Book 741, Page 52; thence with the South line of said 5.51 acre tract South 82-59-43 East 240.00 feet to an iron pin set; thence South 6-04-55 West 470.00 feet to an iron pin set; thence North 82-59-43 West 240.00 feet returning to the point of beginning, containing 2.590 acres more or less.

Subject to all easements, restrictions and rights-of-way of record.

Survey by M. L. Oxner, Registered Surveyor No. 6209, August, 1978.

#### TRACT V

Situate in the Township of Springfield, County of Clark and State of Ohio, which is further described as follows:

Beginning at an iron pin in the westerly marginal line of Yellow Springs Pike, said iron pin being south 19 deg. 33' west, 20 feet from the southeasterly corner of Lot Number Ten (10), Block D of the Sunnyland Addition to said Township of Springfield; thence in a westerly direction parallel with and twenty (20) feet southerly from the south line of said Lot Number Ten (10) one hundred fifty (150) feet to an iron pipe in the easterly line of Lot Number Fourteen (14) in said Block D; thence south 19 deg. 33' west forty (40) feet to an iron bar; thence south 81 deg. 23' 30" east one hundred fifty-two and 78/100 (152.78) feet to an iron pin in the westerly marginal line of Yellow Springs Pike; thence north 19 deg. 33' east eleven (11) feet to the place of beginning. Consisting of 0.0878 acres, more or less.

## EXHIBIT B

### LICENSES

<i>Site</i>	<i>No. of Beds</i>	<i>Type of Development</i>	<i>County</i>	<i>Facility No.</i>
<i>Whispering Pines of Springfield 1365 Seminola Avenue Springfield, Ohio 45506 MPN: 0072378</i>	<i>34</i>	<i>Beds on Hold</i>	<i>Clark</i>	<i>1210148</i>

4886-0917-6974, v. 3





### EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

1365 W. D

For and in consideration of the agreements of the Broker and Owner in this Agreement concerning the listing to sell the real property commonly known as 2299 Seminole Avenue Springfield Ohio 45506 (Property") by SVN Summit Commercial Real Estate Group, LLC ("Broker"), and Broker's agreement to use its best efforts to sell the Property, the undersigned Seminole Villa, Inc ("Owner") hereby grants to Broker the exclusive right to negotiate a sale of the Property for a period beginning May 18, 2022 and ending at midnight April 30, 2023 (the "Term"). After the initial Term, the Term of this Agreement shall automatically renew on a month-to-month basis until renewed or cancelled in writing by either party. Cancellation is permitted after the Initial Term by either party by giving the other party at least thirty (30) days written notice.

The Property is situated in the City of Springfield County of Clark State of Ohio and is further described as Parcel Number(s): 300060000314018. References herein to the Property shall be understood to include portions of the Property. Owner offers the Property at a price of One Million Two Hundred Thousand (\$1,200,000) Dollars on the following terms:

1. Owner shall pay Broker a commission computed in accordance with Section 3 at closing when the Property is sold or exchanged, or a contract is entered into for the sale or exchange with any person or entity (including his/her/its successors, assigns, or affiliates) with whom or which Broker has negotiated (either directly or through another broker or agent) or to whom the Property has been submitted prior to the end of the Term.
2. The commission shall be paid when earned or at the close of escrow through escrow, or if there is no escrow, then upon recordation of the deed; provided, however, if the transaction involves an installment contract, then payment shall be made upon execution of such contract. In the event Owner contributes or conveys the Property or any interest therein to a joint venture, partnership, or other business entity, the commission shall be calculated on the fair market values of the Property, less the value of the interest in the Property retained by or transferred to Owner, as the case may be, and shall be paid at the time of the contribution or transfer. If Owner is a partnership, corporation, or other business entity, and an interest in the partnership, corporation, or other business entity is transferred, whether by merger, outright purchase, or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a commission in connection with such sale or transfer, the commission shall be calculated on the fair market value on the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid at the time of transfer.
3. The commission shall be paid regardless of any previously agreed upon listing agreements prior to the execution of this listing agreement. The Owner shall be responsible for carrying out any terms in a previous agreement at their expense and hold the Broker harmless. The Broker will not be required to comply with any terms set forth in a previous listing agreement.

4. Owner shall pay Broker a commission of Six (6%) percent, of the gross sale price of the Property, if during the Term the Property is 1) sold or exchanged, or otherwise in accordance with Section 2 above, or 2) a written offer on the terms provided in this Agreement is submitted to the Owner signed by a ready, willing, and able purchaser. Owner hereby authorizes and instructs the escrow agent to send a copy of the fully executed HUD1 settlement statement to Broker promptly upon closing. Broker's commission shall be paid upon closing of a sale as described herein and Broker shall be entitled to make demand of any escrow holder or closing attorney for payment required under this Agreement. Owner is advised that pursuant to Ohio Revised Code Section 1311.85 et seq., Broker may record a lien on the Property prior to closing or final payment to secure the Broker's commission or other amounts hereunder.
5. The Property will be offered in compliance with all applicable, federal, state, and local antidiscrimination laws and regulations.
6. Owner shall cooperate fully with Broker and authorizes Broker, cooperating brokers, buyer brokers, Broker's assistants, contractors, inspectors, appraisers, and others reasonable access to the Property. Owner shall provide Broker with all pertinent information requested on the provided forms and/or allow Broker access to the Property to identify information needed. Owner acknowledges that all information provided by Owner is true and accurate to the best of Owner's knowledge. Owner is responsible for any discrepancies or inaccuracies for information supplied by Owner. Broker is not responsible for the information provided by Owner. Any and all changes to listing information must be submitted in writing. Owner shall immediately refer to Broker all inquiries of anyone interested in the Property that Owner receives. All negotiations are to be through Broker. Owner represents and warrants to Broker that Owner holds the title to the Property and has the power to sell and convey such title. Owner shall indemnify, defend and hold Broker harmless from any claim, damages, judgment, and costs, expressly including reasonable attorneys' fees, arising out of or from any occurrence incident to any mistake, exaggeration, omission, inaccuracy of said information, or escrow dispute, including any omission or inaccuracy on applicable disclosure documents, or any other matter caused by Owner.
7. N/A.
8. Owner shall disclose to Broker and to prospective purchasers any information that Owner has regarding present and future zoning and environmental matters affecting the Property and the- condition of the Property, including, but not limited to structural, mechanical, and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in on, or about the Property. Broker may disclose any such information to prospective purchasers.
9. Owner acknowledges that Broker in some cases may represent prospective purchasers. Owner desires that the Property be presented to such person or entities and consents to the dual representation created thereby. Broker shall not disclose the confidential information of one principal to the other. Broker shall comply with Broker's dual representation policy. Owner acknowledges receiving a copy of such policy.
10. If the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same, and promptly take all steps necessary to obtain court approval of Broker's appointment, unless Broker shall elect to end the Term this Agreement upon such notice.
11. If the Property becomes the subject of foreclosure proceedings prior to the expiration of the Term of this Agreement, then the Term of this Agreement shall be deemed suspended until such time as Owner may reacquire his interest in the Property during the Term. If the Term of this Agreement is so suspended, Broker may enter into a listing agreement with any receiver, the party initiating the foreclosure, the party purchasing the Property at a foreclosure sale, or any other person having an interest in the Property.

12. If any dispute occurs between Owner and Broker relating to this Agreement, the Property, or Owner or Broker's performance hereunder, Owner and Broker each shall resolve such dispute by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment upon the arbitrator's award rendered in any such proceeding may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state in which the office of Broker executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages. The arbitrator may not award punitive, exemplary, or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and reasonable attorney's fees.
13. If Owner lists the Property with another broker after the end of the Term of this Agreement, Owner shall provide in any subsequent listing agreement that no commission will be payable to the new broker with respect to transactions for which Owner remains obligated to pay a commission to Broker in accordance with paragraphs 1, 2 or 3 hereof. Owner's failure to do so, however, shall not affect Owner's obligation to Broker under paragraph 1, 2 or 3 hereof.
14. Each person signing this Agreement represents and warrants that (i) he or she has full authority to sign this Agreement on behalf of the party for whom or which he or she signs and (ii) this Agreement binds such party.
15. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No amendment, alteration, cancellation, or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. The failure of Broker or Owner to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any term, covenant or condition. This Agreement shall be binding upon, and shall benefit, the heirs, successors, and assignees of the parties. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. The signatures of all the parties need not appear on the same counterpart, and delivery of a signed counterpart signature page by fax or PDF or other electronic transmission (including, but not limited to, DocuSign or similar electronic signature platforms or technologies) is as effective as signing, and any such delivery will have the same effect as physical delivery of a signed original.
16. Owner and Broker shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, the Property, or the subject matter of this Agreement. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision shall be fully severable; the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.
17. N/A.



18. If Owner is contacted directly by a potential buyer or another broker, Owner agrees to promptly refer all inquiries about the Property to Broker and not to engage directly with a potential buyer or buyer's agent in negotiation for the sale, lease, or exchange of the Property without Broker's express written consent.

19. If Boundless Co. is granted approval for ICF/IDD Bed license and purchases the subject property during the form of this first agreement, once agrees to pay SVN a Two (2%) percent commission.

The undersigned hereby acknowledge receipt of a copy of this Agreement.

**Summit Commercial Real Estate Group, LLC**  
Licensed Real Estate Broker, Ohio

By: Jerry Fiume

Title: Managing Director

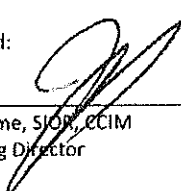
Email: jerry.fiume@svn.com

Telephone: (330) 416-0501

Address: 3009 Smith Road  
Suite 25  
Akron, Ohio 44333

Date: 5.27.2022

Approved:

  
\_\_\_\_\_  
Jerry Fiume, SJOR, CCIM  
Managing Director

a(n) Seminole Villa, Inc

By: Sean Leatherman

Title: SVP

Address: 200 West Smokerise Dr. Wadsworth, Ohio

Telephone: (330) 336-6684

Email: Sean.L Leatherman@americanmg.com

Signed: Sean Leatherman

Date: 5/27/2022