

Tax year 2023 BOR no. 2023-033  
 County Clark Date received 4/18/24

DTE 1  
Rev. 12/22

### 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.

	<b>Name</b>	<b>Street address, City, State, ZIP code</b>	
1. Owner of property	BLDG Properties Ludlow	415 Bishopbridge Dr., Cincinnati, OH 45255	
2. Complainant if not owner			
3. Complainant's agent	Douglas Klang	415 Bishopbridge Dr., Cincinnati, OH 45255	
4. Telephone number and email address of contact person (937) 206-1925 doug.klang@gmail.com			
5. Complainant's relationship to property, if not owner If more than one parcel is included, see "Multiple Parcels" instruction.			
6. Parcel numbers from tax bill	Address of property		
330-06-00006-300-012	1400-1416 W. First (address incorrect on original complaint)		
7. Principal use of property 425 Neighborhood Shopping center (vacant)			
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
330-06-00006-300-012	\$350,000.00	\$544,030.00	-\$194,194.00
9. The requested change in value is justified for the following reasons: Recent arm's length sale of subject property for \$350,000.00. Parcels 330-06-00006-300-012 and 330-06-00006-330-029 were sold together for \$1,900,000.00. The subject property was sold for \$350,000.00 and the adjoining property sold for \$1,550,000.00. See closing statements attached.			

10. Was property sold within the last three years?  Yes  No  Unknown If yes, show date of sale 11/07/2022  
 and sale price \$ \$350,000.00 ; 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  Unknown

FILED  
CLARK COUNTY AUDITOR

APR 18 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.

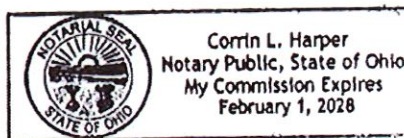
I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date April 16, 2024 Complainant or agent (printed) Douglas Klang Title (if agent) Duly Authorized Representative

Complainant or agent (signature) \_\_\_\_\_

Sworn to and signed in my presence, this 16th day of April 2024  
(Date) (Month) (Year)

Notary Corrin Harper



# Instructions for Completing DTE 1

DTE 1  
Rev. 12/22

**FILING DEADLINE:** A COMPLAINT FOR THE CURRENT TAX YEAR MUST BE RECEIVED BY THE COUNTY AUDITOR ON OR BEFORE MARCH 31 OF THE FOLLOWING TAX YEAR OR THE LAST DAY TO PAY FIRST-HALF TAXES WITHOUT A PENALTY, WHICHEVER DATE IS LATER. A COUNTER-COMPLAINT MUST BE FILED WITHIN 30 DAYS AFTER RECEIPT OF NOTICE FROM THE AUDITOR THAT AN ORIGINAL COMPLAINT HAS BEEN FILED.

**Who May File:** Any person owning taxable real property in the county, the board of county commissioners, the county prosecutor, the county treasurer, the board of township trustees of any township with territory in the county, the board of education of any school district with territory in the county, or the mayor or legislative authority of any municipal corporation with territory in the county may file a complaint, or a tenant of the property owner, if the property is classified as to use for tax purposes as commercial or industrial, the lease requires the tenant to pay the entire amount of taxes charged against the property, and the lease allows, or the property owner otherwise authorizes, the tenant to file such a complaint with respect to the property. See R.C. 5715.19 for additional information.

**Tender Pay:** If the owner of a property files a complaint against the valuation of that property, then, while such complaint is pending, the owner is entitled to tender to the county treasurer an amount of taxes based on the valuation claim for such property in the complaint. **Note:** If the amount tendered is less than the amount finally determined, interest will be charged on the difference. In addition, if the amount finally determined equals or exceeds the amount originally billed, a penalty will be charged on the difference between the amount tendered and the final amount.

**Multiple Parcels:** Only parcels that (1) are in the same taxing district and (2) have identical ownership may be included in one complaint. Otherwise, separate complaints **must** be used. However, for ease of administration, parcels that (1) are in the same taxing district, (2) have identical ownership and (3) form a **single economic unit should be included in one complaint.** The increase or decrease in valuation may be separately stated for each parcel or listed as an aggregate sum for the economic unit. If more than three parcels are included in one complaint, use additional sheets of paper.

**Notice:** If the county auditor is in possession of an email address for you the auditor may choose to send any notices the auditor is required to send regarding this complaint by email and regular mail instead of by certified mail.

**General Instructions:** Valuation complaints must relate to the **total value** of both land and buildings. The Board of Revision may increase or decrease the total value of any parcel included in a complaint. The board will notify all parties not less than 10 days prior to the hearing of the time and place the complaint will be heard. The complainant should submit any documents supporting the claimed valuation to the board prior to the hearing. The board may also require the complainant and/or owner to provide the board additional information with the complaint and may request additional information at the hearing, including purchase and lease agreements, closing statements, appraisal reports, construction costs, rent rolls and detailed income and expense statements for the property.

Ohio Revised Code section 5715.19(G) provides that "a complainant shall provide to the Board of Revision all information or evidence within the complainant's knowledge or possession that affects the real property" in question. Evidence or information that is not presented to the board cannot later be presented on any appeal, unless good cause is shown for the failure to present such evidence or information to the board.

**Instructions for Line 8.** In Column A enter the complainant's opinion of the full market value of the parcel before the application of the 35% percent listing percentage. In Column B enter the current full market value of the parcel. This will be equal to the total taxable value as it appears on the tax bill divided by 0.35. Enter the difference between Column B and Column A in Column C.

**Instructions for Line 10.** If property was sold in the last three years, attach the purchase agreement, escrow statement, closing statement or other evidence available. If the buyer and seller were or are related or had any common business interests, attach an explanation. If any other items were included in the sale of the real estate, attach a description of those items. Show the value of those items and explain how the values were determined.

File Number: 29554 John M. Spencer dba City Title  
 Print Date & Time: 11/4/2022 9:44 AM Agency  
 Escrow Officer: John M. Spencer 30 Warder Street, Ste 250  
 Settlement Location: 30 Warder Street, Ste 250 Springfield, OH 45504  
 Springfield, OH 45504

Property Address: Property Address  
 1378 West First Street Springfield, Ohio 45504  
 PIN  
 330-06-00006-300-012  
 Buyer: EROP, LLC, an Illinois limited liability company, OH  
 Seller: BLDG Properties Ludlow, LLC, OH  
 Lender: Town and Country Bank  
 Settlement Date: 11/04/2022  
 Disbursement Date: 11/04/2022  
 Additional dates per state requirements: 11/04/2022

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	\$1,550,000.00	Sales Price of Property	\$1,550,000.00	
		Deposit		\$25,000.00
		Loan Amount		\$1,060,000.00
		<b>Prorations/Adjustments</b>		
	\$1,473.72	County Taxes 11/4/2022 to 12/31/2022	\$1,473.72	
\$3,552.50		Owner's Policy Paid by Seller		\$3,552.50
\$1,966.03		Rent From Subject Property 11/4/2022 to 11/30/2022		\$1,966.03
\$2,000.00		Tenant Security Deposit		\$2,000.00
		Loan Charges to Town and Country Bank		
		Appraisal Fee to Town and Country Bank POCB \$3,500.00		
		Flood Determination to Town and Country Bank POCB \$11.00		
		Tax Service to Town and Country Bank POCB \$75.00		
		<b>Title Charges &amp; Escrow/Settlement Charges</b>		
		Title - Lender's Policy \$1,060,000.00 Premium - \$100.00 to John M. Spencer dba City Title Agency	\$100.00	
		Title - Owner's Policy \$1,550,000.00 Premium - \$3,552.50 to John M. Spencer dba City Title Agency	\$3,552.50	
\$60.00		Courier / Wire Service Fee to John M. Spencer dba City Title Agency		
\$500.00		Deed Preparation Fee (2) to John M. Spencer, Attorney at Law		

\$10.00		Reimbursement/Lot Split Application Fee to John M. Spencer, Attorney at Law		
\$750.00		Title - Closing Fee to John M. Spencer dba City Title Agency	\$750.00	
		Title - Closing Protection Letter Fee to Stewart Title	\$40.00	
		Title - Courier Service Fee to John M. Spencer dba City Title Agency	\$60.00	
		Title - Endorsement Fee/Survey Deletion to John M. Spencer dba City Title Agency	\$50.00	
		Title - Examination Fee to John M. Spencer dba City Title Agency	\$200.00	
		Title - Insurance Binder Fee to John M. Spencer dba City Title Agency	\$100.00	
		Title - Wire Service Fee to John M. Spencer dba City Title Agency	\$120.00	
		Commission		
		Real Estate Commission Seller's Broker \$46,500.00 to Anchor Associates, LLC	\$46,500.00	
		Government Recording and Transfer Charges		
\$45.00		Additional Recording/Easement to Clark County Recorder	\$45.00	
\$34.00		Partial Release of Mortgage to Clark County Recorder		
		Recording Fees Deed: \$76.00 Mortgage: \$130.00 to Clark County Recorder	\$206.00	
\$6,200.00		Tax Stamp for County Deed to Clark County Auditor	\$1.50	
		Miscellaneous		
\$3,800.00		Survey/Split Plat to RVP Engineering		
		Attorney Fee to Andrew D. Graf, Attorney at Law	\$15,000.00	
\$2,060.00		Attorney Fee to Cole, Acton, Harmon & Dunn		
\$8,500.00		Attorney Fee to Porter, Wright, Morris & Arthur		
\$1,000.00		Attorney Fee/Lot Split to John M. Spencer, Attorney at Law		
\$350.00		Attorney Fee/Preparation of Partial Release to John M. Spencer, Attorney at Law		
		<b>Seller</b>		<b>Borrower/Buyer</b>
		<b>Debit</b>	<b>Credit</b>	<b>Debit</b>
				<b>Credit</b>
\$30,827.53	\$1,551,473.72	Subtotals		\$1,618,198.72 \$1,092,518.53
		Due From Borrower/Buyer		\$525,680.19
\$1,520,646.19		Due To Seller		
\$1,551,473.72	\$1,551,473.72	Totals		\$1,618,198.72 \$1,618,198.72

**Title Insurance -- Simultaneous Rate Premiums**

The Owner's and Lender's title insurance premiums set out above represent the actual rates filed with the Ohio Department of Insurance. The Owner's and Lender's title insurance premiums shown on the Closing Disclosure were calculated and disclosed in the manner required by Federal regulation as required by the Consumer Financial Protection Bureau (CFPB). Despite the difference in the breakdown of premiums disclosed, the total combined premiums as required to be disclosed by the CFPB equals the total combined premiums calculated above using the current rules and rates of this State.

**SUBSTITUTE FORM 1099 SELLER STATEMENT:** The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. **SELLER INSTRUCTIONS:** If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

**Acknowledgement**


We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize John M. Spencer dba City Title Agency to cause the funds to be disbursed in accordance with this statement.

EROP, LLC

By: Rob Dyer, Asst. Mgr.

11-4-2022  
Date

BLDG Properties Ludlow, LLC

By:   
By: Bradley D. Walker, Sole Member

11/4/2022  
Date

# QUIT CLAIM DEED

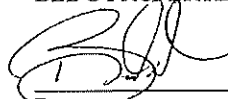
BLDG PROPERTIES LUDLOW, LLC, an Ohio Limited Liability Company, for valuable consideration paid, grants to BLDG PROPERTIES LUDLOW, LLC, an Ohio Limited Liability Company, whose tax-mailing address is 1378 W. First Street, Springfield, OH 45504, the following REAL PROPERTY:

SEE ATTACHED EXHIBIT A

Prior Instrument Reference: \_\_\_\_\_ Volume \_\_\_\_\_, Page \_\_\_\_\_  
Parcel Number: \_\_\_\_\_ Out of 330-06-00006-300-012  
Property Address: 1378 W. First Street, Springfield, OH  
45504

Executed by me this 4<sup>TH</sup> day of NOVEMBER, 2022.

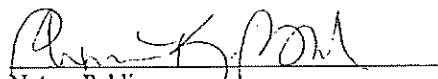
BLDG PROPERTIES LUDLOW, LLC



By: BRADLEY WALKER, SOLE MEMBER

STATE OF Ohio COUNTY OF Clark SS:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2022, by Bradley Walker, Sole Member of BLDG PROPERTIES LUDLOW, LLC, an Ohio Limited Liability Company, on behalf of the limited liability company.

  
Notary Public

THIS INSTRUMENT PREPARED BY:  
JOHN M. SPENCER  
Attorney at Law  
30 Warder St., Suite 250  
Springfield, Ohio 45504  
(937) 325-8822



SHANNON K. BRUBAKER  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
3-13-2021

Tract 1  
Description of 0.9744 Acres

Situate in the State of Ohio, County of Clark, City of Springfield, located in Section 6, Town 4, Range 9, BMRS, being part of the 2.138 acre parcel as conveyed to CR Dayton VII, LLC in OR 1417, Page 1971, in the records of the Clark County Ohio Recorder's Office and being more particularly described as follows:

Commencing at a mag nail set at the intersection of the westerly right-of-way line of Hillcrest Avenue (variable width right-of-way) and the centerline of W. First Street (50' right-of-way), being the southeasterly corner of said 2.138 acre parcel, thence westerly along the centerline of W. First Street, South 81°35'39" West, 342.05 feet to a mag nail set at a new proposed property corner, being at the POINT OF BEGINNING for the herein described parcel;

Thence continuing westerly along said centerline, South 81°35'39" West, 181.06 feet to a mag nail set at the southwesterly corner of said 2.138 acre parcel;

Thence northerly along the westerly line of said 2.138 acre parcel and the easterly line of the 1.21 acre parcel as conveyed to Southwestern Ohio Retail Associates, LLC in OR 1780, Page 1252 and shown on Survey Record 20, Page 179, North 06°39'31" East, passing the northerly right-of-way of W. First Street at 25.89 feet (reference an iron pin found at North 0.54 feet and East 0.06 feet), a total distance of 293.42 feet to a 5/8" iron pin found on the southerly limited access right-of-way of Troy Pike, State Route 41 and marking the northeasterly corner of said 1.21 acre parcel;

Thence easterly along the southerly limited access right-of-way of State Route 41 the following two (2) courses:

- 1) South 85°28'13" East, 41.75 feet to a 5/8" iron pin set;
- 2) South 72°43'10" East, 113.74 feet to a 5/8" iron pin set;


Thence southerly along new division lines through said 2.138 acre parcel the following two (2) courses:

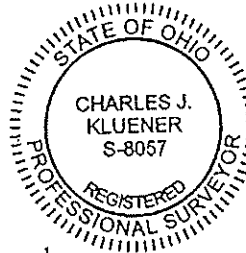
- 1) South 03°55'08" West, 179.84 feet to a mag nail set;
- 2) South 08°24'21" East, passing a mag nail set on the northerly right-of-way of West First Street at 24.00 feet, a total distance of 49.00 feet to THE POINT OF BEGINNING, containing 0.9744 acres (42,445.4 square feet) of land more or less with the right-of-way of West First Street occupying 0.1020 acres for a net of 0.8724 acres.

Pins set are 5/8" rebar with yellow cap stamped "RVP Surveying"  
Record references to those of the Recorder's Office, Clark County, Ohio.

Subject to all legal highways, easements and restrictions of record.  
The bearings shown hereon are based on the Ohio State Plane coordinate system, NAD 83(2011) using Clark County control monuments Clark 22 & Clark 22 AZ MK with a bearing of South 88°27'17" East.

The above description is based on a field survey performed by RVP Surveying, 6236 Centre Park Drive, Suite A, West Chester, Ohio, 45069 | 513-823-2175 | By Charles J. Kluener, Ohio Registration Number S-8057 on August 12, 2022 Recorded in Survey Record Volume 31, Page 166

  
Charles J. Kluener  
Ohio Registered Surveyor No. 8057



APPROVED BY THE CITY PLANNING BOARD  
OF THE CITY OF SPRINGFIELD, OHIO  
NO PLAT REQUIRED  
This approval is not valid unless the instrument  
is recorded on or before 1-26-2023  
Date: 10-26-2022  
Secretary, City Planning Board





Tract 2  
Description of 1.1631 Acres

Situate in the State of Ohio, County of Clark, City of Springfield, located in Section 6, Town 4, Range 9, BMRS, being part of the 2.138 acre parcel as conveyed to CR Dayton VII LLC in OR 1417, Page 1971, in the records of the Clark County Ohio Recorder's Office and being more particularly described as follows:

Commencing at a mag nail set at the intersection of the westerly right-of-way line of Hillcrest Avenue (variable width right-of-way) and the centerline of W. First Street (50' right-of-way), being the southeasterly corner of said 2.138 acre parcel and being at the POINT OF BEGINNING for the herein described parcel;

Thence westerly along the centerline of W. First Street, South 81°35'39" West, 342.05 feet to a mag nail set at a new proposed property corner;

Thence northerly along new division lines through said 2.138 acre parcel the following two (2) courses:

- 1) North 08°24'21" West, passing a mag nail set on the northerly right-of-way of West First Street at 25.00 feet, a total distance of 49.00 feet to a mag nail set;
- 2) North 03°55'08" East, 179.84 feet to a 5/8" iron pin set on the southerly limited access right-of-way of State Route 41;

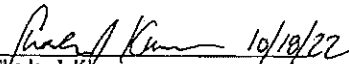
Thence easterly along the southerly right-of-way of State Route 41 the following two (2) courses:

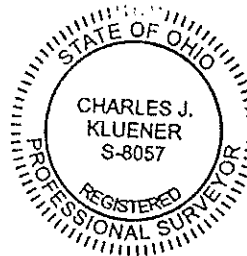
- 1) South 72°43'10" East, 318.81 feet, witness a 5/8" iron pin found south 0.04 feet and east 0.61 feet;
- 2) South 19°06'45" East, passing a 5/8" iron pin set on the northerly right-of-way of West First Street at 62.60 feet, for a total distance of 88.04 feet to THE POINT OF BEGINNING, containing 1.1631 acres (50,666.7 square feet) of land more or less with the right-of-way of West First Street occupying 0.1949 acres for a net of 0.9682 acres.

Pins set are 5/8" rebar with yellow cap stamped "RVP Surveying"  
Record references to those of the Recorder's Office, Clark County, Ohio.

Subject to all legal highways, easements and restrictions of record.  
The bearings shown heron are based on the Ohio State Plane coordinate system, NAD 83(2011) using Clark County control monuments Clark 22 & Clark 22 AZ MK with a bearing of South 88°27'17" East.

The above description is based on a field survey performed by RVP Surveying, 6236 Centre Park Drive, Suite A, West Chester, Ohio, 45069 | 513-823-2175 | By Charles J. Kluener, Ohio Registration Number S-8057 on August 12, 2022 Recorded in Survey Record Volume 31, Page 166

  
Charles J. Kluener  
Ohio Registered Surveyor No. 8057



APPROVED BY THE CITY PLANNING BOARD  
OF THE CITY OF SPRINGFIELD, OHIO  
NO PLAT REQUIRED  
This approval is not valid unless the instrument  
is recorded on or before 1-26-2023.  
Date: 10-26-2022  
Secretary, City Planning Board



# GENERAL WARRANTY DEED

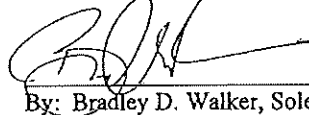
BLDG PROPERTIES LUDLOW, LLC, an Ohio Limited Liability Company, for valuable consideration paid, grants with general warranty covenants, to EROP, LLC, an Illinois Limited Liability Company, whose tax-mailing address is 3130 N Kandy Lane, Decatur, IL 62526, the following REAL PROPERTY:

SEE ATTACHED EXHIBIT A

Prior Instrument Reference: Volume \_\_\_\_\_, Page \_\_\_\_\_  
Parcel Number: Out of 330-06-00006-300-012  
Property Address: 1378 W First Street, Springfield, OH  
45504

Executed by me this 4<sup>TH</sup> day of NOVEMBER, 2022.

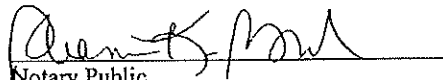
BLDG PROPERTIES LUDLOW, LLC



By: Bradley D. Walker, Sole Member

STATE OF OHIO COUNTY OF CLARK SS:

The foregoing instrument was acknowledged before me this 4<sup>TH</sup> day of November, 2022, by Bradley D. Walker, Sole Member of BLDG PROPERTIES LUDLOW, LLC, an Ohio Limited Liability Company, on behalf of the limited liability company.

  
Notary Public

THIS INSTRUMENT PREPARED BY:  
JOHN M. SPENCER  
Attorney at Law  
30 Warder St., Suite 250  
Springfield, Ohio 45504  
(937) 325-8822



SHANNON K. BRUBAKER  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
3-15-2027

EXHIBIT A

Situate in the State of Ohio, County of Clark, City of Springfield; located in Section 6, Town 4, Range 9, BMRS, being part of the 2.138 acre parcel as conveyed to CR Dayton VII LLC in OR 1417, Page 1971, in the records of the Clark County Ohio Recorder's Office and being more particularly described as follows:

Commencing at a mag nail set at the intersection of the westerly right-of-way line of Hillcrest Avenue (variable width right-of-way) and the centerline of W. First Street (50' right-of-way), being the southeasterly corner of said 2.138 acre parcel and being at the POINT OF BEGINNING for the herein described parcel;

Thence westerly along the centerline of W. First Street, South 81°35'39" West, 342.05 feet to a mag nail set at a new proposed property corner;

Thence northerly along new division lines through said 2.138 acre parcel the following two (2) courses:

- 1) North 08°24'21" West, passing a mag nail set on the northerly right-of-way of West First Street at 25.00 feet, a total distance of 49.00 feet to a mag nail set;
- 2) North 03°55'08" East, 179.84 feet to a 5/8" iron pin set on the southerly limited access right-of-way of State Route 41;

Thence easterly along the southerly right-of-way of State Route 41 the following two (2) courses:

- 1) South 72°43'10" East, 318.81 feet, witness a 5/8" iron pin found south 0.04 feet and east 0.61 feet;
- 2) South 19°06'45" East, passing a 5/8" iron pin set on the northerly right-of-way of West First Street at 62.60 feet, for a total distance of 88.04 feet to THE POINT OF BEGINNING, containing 1.1631 acres (50,666.7 square feet) of land more or less with the right-of-way of West First Street occupying 0.1949 acres for a net of 0.9682 acres.

Pins set are 5/8" rebar with yellow cap stamped "RVP Surveying"  
Record references to those of the Recorder's Office, Clark County, Ohio.

Subject to all legal highways, easements and restrictions of record.  
The bearings shown hereon are based on the Ohio State Plane coordinate system, NAD 83(2011) using Clark County control monuments Clark 22 & Clark 22 AZ MK with a bearing of South 88°27'17" East.

The above description is based on a field survey performed by RVP Surveying, 6236 Centre Park Drive, Suite A, West Chester, Ohio, 45069 | 513-823-2175 | By Charles J. Kluener, Ohio Registration Number S-8057 on August 12, 2022 Recorded in Survey Record Volume 31, Page 166

PARTIAL RELEASE OF MORTGAGE  
BY SEPARATE INSTRUMENT

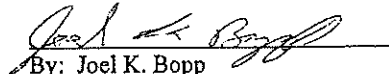
FOR VALUABLE CONSIDERATION PAID, MINSTER BANK, (hereinafter referred to as "Mortgagee") releases from the lien of that certain Open-End Mortgage from BLDG PROPERTIES LUDLOW, LLC, an Ohio Limited Liability Company, to Mortgagee, dated November 4, 2022 and recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Official Records of Clark County, Ohio (hereinafter referred to as the Mortgage"), that portion of the real property described in the Mortgage as is described as follows:

See attached Exhibit A

PROVIDED, HOWEVER, that this partial release shall not be construed to waive or in any manner affect or invalidate the lien of the Mortgage on the balance of the property described therein.

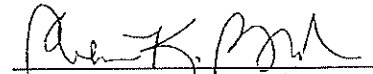
Signed this 4<sup>th</sup> day of November, 2022.

MINSTER BANK

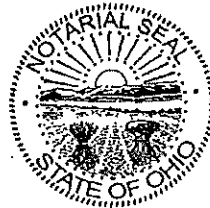
  
By: Joel K. Bopp  
Its Sr. Commercial Lender

STATE OF OHIO COUNTY OF CLARK SS:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of November, 2022, by Joel K. Bopp, Sr. Commercial Lender for MINSTER BANK.

  
Notary Public - State of Ohio

THIS INSTRUMENT PREPARED BY:  
JOHN M. SPENCER, ATTORNEY AT LAW  
30 Warder Street, Suite 250  
Springfield, OH 45504



SHANNON K. BRUBAKER  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
3-13-2027

EXHIBIT A

Situate in the State of Ohio, County of Clark, City of Springfield; located in Section 6, Town 4, Range 9, BMRS, being part of the 2.138 acre parcel as conveyed to CR Dayton VII LLC in OR 1417, Page 1971, in the records of the Clark County Ohio Recorder's Office and being more particularly described as follows:

Commencing at a mag nail set at the intersection of the westerly right-of-way line of Hillcrest Avenue (variable width right-of-way) and the centerline of W. First Street (50' right-of-way), being the southeasterly corner of said 2.138 acre parcel and being at the POINT OF BEGINNING for the herein described parcel;

Thence westerly along the centerline of W. First Street, South 81°35'39" West, 342.05 feet to a mag nail set at a new proposed property corner;

Thence northerly along new division lines through said 2.138 acre parcel the following two (2) courses:

- 1) North 08°24'21" West, passing a mag nail set on the northerly right-of-way of West First Street at 25.00 feet, a total distance of 49.00 feet to a mag nail set;
- 2) North 03°55'08" East, 179.84 feet to a 5/8" iron pin set on the southerly limited access right-of-way of State Route 41;

Thence easterly along the southerly right-of-way of State Route 41 the following two (2) courses:

- 1) South 72°43'10" East, 318.81 feet, witness a 5/8" iron pin found south 0.04 feet and east 0.61 feet;
- 2) South 19°06'45" East, passing a 5/8" iron pin set on the northerly right-of-way of West First Street at 62.60 feet, for a total distance of 88.04 feet to THE POINT OF BEGINNING, containing 1.1631 acres (50,666.7 square feet) of land more or less with the right-of-way of West First Street occupying 0.1949 acres for a net of 0.9682 acres.

Pins set are 5/8" rebar with yellow cap stamped "RVP Surveying"  
Record references to those of the Recorder's Office, Clark County, Ohio.

Subject to all legal highways, easements and restrictions of record.  
The bearings shown hereon are based on the Ohio State Plane coordinate system, NAD 83(2011) using Clark County control monuments Clark 22 & Clark 22 AZ MK with a bearing of South 88°27'17" East.

The above description is based on a field survey performed by RVP Surveying, 6236 Centre Park Drive, Suite A, West Chester, Ohio, 45069 | 513-823-2175 | By Charles J. Kluener, Ohio Registration Number S-8057 on August 12, 2022 Recorded in Survey Record Volume 31, Page 166

## ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of this 2nd day of November 2022 by and between BLDG Properties Ludlow, LLC, an Ohio limited liability company ("Tract I Owner"), and EROP LLC, an Illinois limited liability company ("Tract II Owner", the Tract I Owner and Tract II Owner may sometimes hereinafter be referred to individually as an "Owner" and collectively as the "Owners"), under the following circumstances.

A. Tract I Owner is the owner of certain real property located in the City of Springfield, Clark County, Ohio as more particularly described in Exhibit A attached hereto and by reference made a part hereof ("Tract I");

B. Tract II Owner is the owner of certain real property located in the City of Springfield, Clark County, Ohio as more particularly described in Exhibit B attached hereto and by reference made a part hereof ("Tract II", and together with Tract I, a "Tract" or collectively, the "Tracts") which is adjacent to Tract I; and

C. Tract I Owner and Tract II Owner have agreed to grant to one another perpetual, non-exclusive easements for ingress and egress on, over, across and through portions of the Tracts as provided in this Agreement, all upon the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. Grant of Easement.

A. *Tract I Owner Grant.* Tract I Owner hereby grants for the benefit of Tract II and Tract II Owner and its tenants, employees, agents, contractors, guests, licensees, successors and assigns, a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress on, over, across and through those portions of Tract I as described and/or depicted on Exhibit C attached hereto and by reference made a part hereof (the "Tract I Access Area").

B. *Tract II Owner Grant.* Tract II Owner hereby grants for the benefit of Tract I and Tract I Owner and its tenants, employees, agents, contractors, guests, licensees, successors and assigns, a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress on, over, across and through those portions of Tract II as described and/or depicted on Exhibit C attached hereto and by reference made a part hereof (the "Tract II Access Area", and together with the Tract I Access Area, the "Access Area").

2. Initial Construction. In connection with the development of Tract II, Tract II Owner shall be responsible for the initial construction and installation of a paved access driveway and related accessory improvement, (the "Driveway Improvements") in the Access Area. The Owners agree the foregoing

sentence refers to remove of existing asphalt, installing new asphalt and the repair or replacement of the two stormwater catch basins at each of the Access Area. The cost of the initial installation of the Driveway Improvements shall be split on a 50%-50% basis between the Owner of Tract I and the Owner of Tract II; provided, however, that the share of the same to be paid by the Owner of Tract I shall not exceed \$20,000 without the prior written approval of the Owner of Tract I, such approval not to be unreasonably withheld, conditioned, or delayed. Upon the completion of the installation of the Driveway Improvements, the Owner of Tract II shall invoice the Owner of Tract I for its share of the same.

3. Maintenance Obligations. The Owner of Tract II shall be responsible for the maintenance, repair and replacement of the Driveway Improvements now or hereinafter located on the Access Area. The foregoing obligation shall include, but not be limited to, the maintenance, repair and replacement of any installed asphalt or other paving materials and the prompt removal of snow, ice, water, debris and other obstructions so as to insure that the Driveway Improvements remain at all times in good condition and repair and passable by ordinary passenger vehicles. Tract I Owner hereby grants to Tract II Owner, and its tenants, employees, agents, contractors, successors and assigns, an easement over those portions of Tract I as are necessary or convenient in order to perform maintenance, repair and replacement of the Driveway Improvements.

A. Maintenance Costs. The cost of structural maintenance items, repair and replacement of the asphalt, pavement, drainage and subsurface condition in the Access Area shall be split on a 50%-50% between the Owner of Tract I and the Owner of Tract II and the Owner of Tract II shall invoice the Owner of Tract I for its share of the same. The Tract II Owner shall be responsible for all costs of general (non-structural) maintenance to the Driveway Improvements, including removal of snow, ice, water, debris and other obstructions so as to ensure that the Driveway Improvements remain at all times in good condition and passable by ordinary passenger vehicles.

B. Elective Work. If either Tract I Owner or Tract II Owner independently elects to perform work to Access Area such as planters, additional curbing, or lighting ("Elective Work"), the Owner electing to have the work performed must obtain the prior written approval of the other Owner which approval shall not be unreasonably withheld, conditioned, or delayed. The Owner electing to have the work performed shall be responsible for the costs of the Elective Work.

C. Consensual Transfer of Maintenance Obligations. The maintenance obligations as set forth in this Section 3 of the Agreement may be transferred to the Tract I Owner upon the written agreement of both Owners which agreement must be recorded to be effective.

D. Failure to Perform Maintenance Obligations. The Tract I Owner shall give the Tract II Owner written notice of any failure of the Tract II Owner to maintain, repair or replace the Driveway Improvements. Tract II Owner shall have thirty (30) days from receipt of the written notice to perform the maintenance, repair or replacement. If Tract II Owner fails to perform the necessary maintenance, repair or replacement work, Tract I Owner may, in its sole and absolute discretion, perform the work. The Tract II Owner shall be responsible for 50% of any structural maintenance costs and Tract I Owner shall invoice Tract II Owner for the same. In the event that the Owners have a dispute as to the need for or the extent of maintenance, repair or replacement to be performed, then the Owners shall cooperate, in good faith, to resolve such dispute and neither party shall be obligated to contribute to the cost to perform any such maintenance, repair or maintenance until such dispute is resolved; provided, however, that either Owner may perform such maintenance, repair or replacement at its sole cost while the Owners continue to resolve such dispute.

4. Invoicing and Non-Payment. Each invoice for costs under this Agreement shall be in writing and shall be accompanied by bills or receipts for costs incurred. Each invoice shall be due and payable within thirty (30) days of receipt of the same. Any sums due from either Owner to the other Owner hereunder shall bear interest from the date due until paid at an annual interest rate of the lesser of ten percent (10%) or the maximum rate allowed by law. Any sums owed by either Owner to the other Owner hereunder shall be an equitable charge and continuing lien against the other Owner and its Tract and the Owner shall be entitled to claim a lien against the Tract of the other Owner for the same; provided, however, that the Owner must provide the other Owner 30 days written notice of intent to record the lien of record. The lien shall attach and take effect upon recordation of a claim of lien in the office of the Recorder of Clark County, Ohio. The lien so claimed shall attach from the date of recordation, shall bear interest at the rate set forth above, and may be enforced in any manner allowed by law or in equity, including, without limitation, by a suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Ohio. Any and all costs incurred in collecting amounts due under this Agreement and/or enforcing and/or prosecuting a claim of lien, including but not limited to reasonable attorneys' fees and costs, shall be paid by the prevailing Owner. Notwithstanding the foregoing language in this section, the Owner of Tract I shall pay its share of the invoiced costs under section 2 within 10 days and if not paid within 20 days the Owner of Tract II may give notice of intent to lien and thereafter record a lien if no payment is forthcoming in the 20 days following the service of the notice of intent to lien.

5. Nature of the Easement. The easements, rights, obligations, and covenants created herein shall remain in force and effect in perpetuity. The easements, rights, obligations, and covenants created herein shall be appurtenant to and run with the land and shall be binding upon and shall inure to the benefit of the Owners and their transferees, successors and assigns and all persons having an interest in all or any part of Tract I and/or Tract II. The terms "Tract I Owner" and "Tract II Owner" shall also refer to the subsequent owners of Tract I and Tract II, respectively, as may be the case from time to time.

6. Indemnification. Tract I Owner agrees to indemnify, defend and hold harmless Tract II Owner and its members, agents, employees, contractors, successors and assigns ("Tract II Owner Indemnitees") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses, and for any and all loss of life, injury to persons or damage to property ("collectively, Claims") arising out of or in connection with Tract I Owner's construction, installation, maintenance, repair, replacement or use of the Driveway Improvements or the Access Area, except to the extent such Claims are the result of the acts or omissions of Tract II Owner or Tract II Owner Indemnitees. Tract II Owner agrees to indemnify, defend and hold harmless Tract I Owner and its members, agents, employees, contractors, successors and assigns ("Tract I Owner Indemnitees") from and against any and all Claims arising out of, or in connection with Tract II Owner's construction, installation, maintenance, repair or replacement or use of the Driveway Improvements or the Access Area, except to the extent such Claims are the result of the acts or omissions of Tract I Owner or Tract I Owner Indemnitees.

7. Insurance. Each Owner shall at all times maintain general liability insurance with regard to its obligations under this Agreement naming the other Owner or its assignee as an additional insured with coverage in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, which limits may be obtained as a combination of a primary and umbrella policy. Each Owner shall submit certificates of insurance evidencing the existence of such insurance. The Tract I Owner Indemnitees and the Tract II Owner Indemnitees agree to waive all rights against each other for Claims covered by the policies of insurance required hereunder and shall require their insurers to recognize and consent to such waiver of rights.



8. Address and Notice. All communications directed to the Owners shall be sent to the tax mailing address for such Owner as indicated in the Clark County, Ohio Auditor's records. Either Owner may change its address by giving written notice to the other Owner. All notices shall be sent certified or registered U.S. Mail, postage prepaid, or by national overnight delivery service, and shall be deemed given the next business day after mailing for overnight delivery or three (3) business days after mailing for certified or registered mail.

9. Obstruction and Use of Easements. Each Owner shall continue to have the right to enjoy and use their respective Tract for any purpose which does not materially interfere with or prevent the use of the easements granted to each Owner herein. In the event that any of the Driveway Improvements are damaged or destroyed by an Owner or such Owner's tenants, employees, agents, contractors, guests, licensees, successors, or assigns, due to construction or other extraordinary use or activities, then such Owner shall, at its sole cost and expense, cause the damaged improvements to be repaired and restored to a condition at least equal in quality to the condition of such improvements prior to such damage. The Owners shall not cause or permit the parking of vehicles on the Easement Area at any time and shall not otherwise cause or permit any activity or condition which would obstruct or otherwise disrupt the free flow of vehicular or pedestrian ingress and egress over the Driveway Improvements and the Easement Area (except in connection with the installation, maintenance, repair and replacement of the Driveway Improvements and then only to the extent reasonably necessary to perform such installation, maintenance, repair or replacement).

10. No Partnership. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the Owners.

11. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles.

13. Waiver. No waiver of any term or provision of this Agreement shall be effective unless it is in writing, making specific reference to this Agreement and signed by the Owner against whom such waiver is sought to be enforced, and any such waiver shall not constitute a waiver of any subsequent rights under or violations of this Agreement. The failure of any Owner to enforce any covenant, condition or provision contained herein shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant, condition or provision contained herein.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one document.

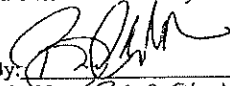
15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no other representations or statements, oral or written, have been made modifying, adding to or changing any term or condition of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Tract I Owner and Tract II Owner have duly executed this Mutual Access Easement Agreement as of the Effective Date.

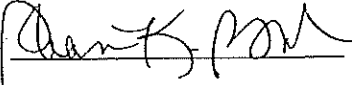
TRACT I OWNER:

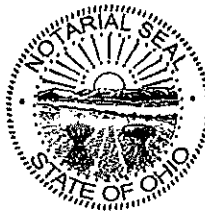
BLDG PROPERTIES LUDLOW, LLC,  
an Ohio limited liability company

By:   
Print Name: BRADLEY WALKER  
Its: SOLE MEMBER, OWNER

STATE OF OHIO, COUNTY OF Clerk ) ss:

The foregoing instrument was acknowledged before me this 4th day of November, 2022 by Bradley Walker, the Sole Member of BLDG Properties Ludlow, LLC, an Ohio limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer in regard to this acknowledgement.

  
Notary Public



SHANNON K. BRUBAKER  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
3-13-2029

TRACT II OWNER:

EROP LLC,  
an Illinois limited liability company

By: Rob Dixon  
Print Name: Rob Dixon  
Its: Assistant Manager

STATE OF Illinois, COUNTY OF Macon ) ss:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2022 by Rob Dixon, the Assistant Manager of EROP LLC, an Illinois limited liability company, on behalf of the limited liability company. No oath or affirmation was administered to the signer in regard to this acknowledgement.



Caitlin A. Chandler  
Notary Public

This instrument prepared by:  
Andrew D. Graf, Esq.  
Griffin Fletcher & Herndon LLP  
3500 Red Bank Road  
Cincinnati, OH 45227  
513-421-1313

EXHIBIT A

Tract I Legal Description

0.9744 Acres

Situate in the State of Ohio, County of Clark, City of Springfield, located in Section 6, Town 4, Range 9, BMRS, being part of the 2.138 acre parcel as conveyed to CR Dayton VII LLC in OR 1417, Page 1971, in the records of the Clark County Ohio Recorder's Office and being more particularly described as follows:

Commencing at a mag nail set at the intersection of the westerly right-of-way line of Hillcrest Avenue (variable width right-of-way) and the centerline of W. First Street (50' right-of-way), being the southeasterly corner of said 2.138 acre parcel, thence westerly along the centerline of W. First Street, South 81°35'39" West, 342.05 feet to a mag nail set at a new proposed property corner, being at the POINT OF BEGINNING for the herein described parcel;

Thence continuing westerly along said centerline, South 81°35'39" West, 181.06 feet to a mag nail set at the southwesterly corner of said 2.138 acre parcel;

Thence northerly along the westerly line of said 2.138 acre parcel and the easterly line of the 1.21 acre parcel as conveyed to Southwestern Ohio Retail Associates, LLC in OR 1780, Page 1252 and shown on Survey Record 20, Page 179, North 06°39'31" East, passing the northerly right-of-way of W. First Street at 25.89 feet (reference an iron pin found at North 0.54 feet and East 0.06 feet), a total distance of 293.42 feet to a 5/8" iron pin found on the southerly limited access right-of-way of Troy Pike, State Route 41 and marking the northeasterly corner of said 1.21 acre parcel;

Thence easterly along the southerly limited access right-of-way of State Route 41 the following two (2) courses:

- 1) South 85°28'13" East, 41.75 feet to a 5/8" iron pin set;
- 2) South 72°43'10" East, 113.74 feet to a 5/8" iron pin set;

Thence southerly along new division lines through said 2.138 acre parcel the following two (2) courses:

- 1) South 03°55'08" West, 179.84 feet to a mag nail set;
- 2) South 08°24'21" East, passing a mag nail set on the northerly right-of-way of West First Street at 24.00 feet, a total distance of 49.00 feet to THE POINT OF BEGINNING, containing 0.9744 acres (42,445.4 of land more or less with the right-of-way of West First Street occupying 0.1020 acres for a net of 0.8724 acres.

Pins set are 5/8" rebar with yellow cap stamped "RVP Surveying"  
Record references to those of the Recorder's Office, Clark County, Ohio.

Subject to all legal highways, easements and restrictions of record.

The bearings shown hereon are based on the Ohio State Plane coordinate system, NAD 83(2011) using Clark County control monuments Clark 22 & Clark 22 AZ MK with a bearing of South 88°27'17" East.

The above description is based on a field survey performed by RVP Surveying, 6236 Centre Park Drive, Suite A, West Chester, Ohio, 45069 | 513-823-2175 | By Charles J Kluener, Ohio Registration Number S-8057 on August 12, 2022 Recorded in Survey Record Volume \_\_\_\_, Page

EXHIBIT B

Tract II Legal Description

Situate in the State of Ohio, County of Clark, City of Springfield, located in Section 6, Town 4, Range 9, BMRS, being part of the 2.138 acre parcel as conveyed to CR Dayton VII LLC in OR 1417, Page 1971, in the records of the Clark County Ohio Recorder's Office and being more particularly described as follows:

Commencing at a mag nail set at the intersection of the westerly right-of-way line of Hillcrest Avenue (variable width right-of-way) and the centerline of W. First Street (50' right-of-way), being the southeasterly corner of said 2.138 acre parcel and being at the POINT OF BEGINNING for the herein described parcel;

Thence westerly along the centerline of W. First Street, South 81°35'39" West, 342.05 feet to a mag nail set at a new proposed property corner;

Thence northerly along new division lines through said 2.138 acre parcel the following two (2) courses:

- 3) North 08°24'21" West, passing a mag nail set on the northerly right-of-way of West First Street at 25.00 feet, a total distance of 49.00 feet to a mag nail set;
- 4) North 03°55'08" East, 179.84 feet to a 5/8" iron pin set on the southerly limited access right-of-way of State Route 41;

Thence easterly along the southerly right-of-way of State Route 41 the following two (2) courses:

- 1) South 72°43'10" East, 318.81 feet, witness a 5/8" iron pin found south 0.04 feet and east 0.61 feet;
- 2) South 19°06'45" East, passing a 5/8" iron pin set on the northerly right-of-way of West First Street at 62.60 feet, for a total distance of 88.04 feet to THE POINT OF BEGINNING, containing 1.1631 acres (50,666.7 t) of land more or less with the right-of-way of West First Street occupying 0.1949 acres for a net of 0.9682 acres

Pins set are 5/8" rebar with yellow cap stamped "RVP Surveying"  
Record references to those of the Recorder's Office, Clark County, Ohio.

Subject to all legal highways, easements and restrictions of record.

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The above description is based on a field survey performed by RVP Surveying, 6236 Centre Park Drive, Suite A, West Chester, Ohio, 45069 | 513-823-2175 | By Charles J Kluener, Ohio Registration Number S-8057 on August 12, 2022 Recorded in Survey Record Volume \_\_\_\_, Page



## ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (the "Assignment"), dated as of November 2, 2022 (the "Effective Date"), is by and between **BLDG Properties Ludlow, LLC**, an Ohio limited liability company ("Assignor"), and **EROP LLC**, an Illinois limited liability company ("Assignee").

WHEREAS, Assignor is presently the holder of the landlord's interest under the Agreement of Lease by and between CR Dayton VII, LLC, as landlord, and LVP 19, LLC, an Ohio limited liability company d/b/a Cousin's Vinny's Pizza, as tenant, dated as of March 10, 2015 (the "Lease"). The Lease affects the real property more particularly described on the attached Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Lease, including, without limitation, all of Assignor's right, title and interest in and to security, cleaning or other deposits and in and to any claims for rent, arrears rent or any other claims arising under the Lease.

2. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the lessor under the Lease, from and after the Effective Date.

3. Assignee's Indemnification of Assignor. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Lease, based upon or arising out of any breach or alleged breach of the Lease by Assignee occurring or alleged to have occurred after the Effective Date.

4. Assignor's Indemnification of Assignee. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Lease, based upon or arising out of any breach or alleged breach of the Lease by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

5. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.


{00713331-1}

6. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

BLDG PROPERTIES LUDLOW, LLC,  
an Ohio limited liability company

By:   
Bradley Walker, Managing Member

ASSIGNEE:

EROP LLC,  
an Illinois limited liability company

By:   
Rob Dixon, Assistant Manager



EXHIBIT A

Situate in the State of Ohio, County of Clark, City of Springfield, located in Section 6, Town 4, Range 9, BMRS, being part of the 2.138 acre parcel as conveyed to CR Dayton VII LLC in OR 1417, Page 1971, in the records of the Clark County Ohio Recorder's Office and being more particularly described as follows:

Commencing at a mag nail set at the intersection of the westerly right-of-way line of Hillcrest Avenue (variable width right-of-way) and the centerline of W. First Street (50' right-of-way), being the southeasterly corner of said 2.138 acre parcel and being at the POINT OF BEGINNING for the herein described parcel;

Thence westerly along the centerline of W. First Street, South 81°35'39" West, 342.05 feet to a mag nail set at a new proposed property corner;

Thence northerly along new division lines through said 2.138 acre parcel the following two (2) courses:

- 1) North 08°24'21" West, passing a mag nail set on the northerly right-of-way of West First Street at 25.00 feet, a total distance of 49.00 feet to a mag nail set;
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- 2) South 19°06'45" East, passing a 5/8" iron pin set on the northerly right-of-way of West First Street at 62.60 feet, for a total distance of 88.04 feet to THE POINT OF BEGINNING, containing 1.1631 acres (50,666.7 square feet) of land more or less with the right-of-way of West First Street occupying 0.1949 acres for a net of 0.9682 acres.

Pins set are 5/8" rebar with yellow cap stamped "RVP Surveying"  
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The above description is based on a field survey performed by RVP Surveying, 6236 Centre Park Drive, Suite A, West Chester, Ohio, 45069 | 513-823-2175 | By Charles J. Kluener, Ohio Registration Number S-8057 on August 12, 2022 Recorded in Survey Record Volume \_\_\_\_\_, Page \_\_\_\_\_.

## BILL OF SALE AND GENERAL ASSIGNMENT

This Bill of Sale and General Assignment ("Assignment") is executed by BLDG Properties Ludlow, LLC, an Ohio limited liability company ("Assignor") to and for the benefit of EROP LLC, an Illinois limited liability company ("Assignee").

WHEREAS, concurrently herewith Assignor is conveying to Assignee by Limited Warranty Deed of even date herewith that certain real property located at 1378 West 1<sup>st</sup> Street, Springfield, OH 45504, as more particularly described on Exhibit A attached hereto and incorporated herein for all purposes ("Real Estate"); and

WHEREAS, in connection with the conveyance of the Real Estate, Assignor desires to sell, assign, transfer, and convey unto Assignee the Assigned Properties (defined below).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby act and agree as follows:

1. Conveyance. Assignor does hereby ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER to Assignee, and its successors and assigns, the following described properties located at, in, or on the Real Estate and which are owned by Assignor (collectively, the "Assigned Properties"):

- (a) All fixtures, furniture, furnishings, equipment, machinery, tools, vehicles, appliances, carpets and drapes; all engineering, maintenance, cleaning, and housekeeping supplies and all similar supplies and materials, signs, spare parts, and all other tangible personal property of whatever kind or character owned by Assignor and being situated at, in, or on the Real Estate, including all heating, air conditioning, and ventilation equipment, plumbing, lighting, and communications systems, elevators, all utility fixtures and meters, engines, boilers, incinerators, motors, sinks, water closets, basins, pipes, electrical systems, faucets, fire prevention and extinguishing apparatus, central music and public address systems, security/alarm systems and equipment, and all paving, curbing, trees, shrubs, plants and other landscaping of every kind.
- (b) To the extent assignable and transferrable by Assignor, all of Assignor's rights, title and interests in and to (i) all licenses, permits, consents, authorizations, approvals, registrations, and certificates issued by any governmental authority and relating to the Real Estate, including the construction, use or occupancy thereof; (ii) all books and records that relate to the Real Estate; (iii) all plans, drawings, specifications, blueprints, architectural plans, surveys, studies, reports, and certificates related to engineering, soils, geological, and environmental matters related to the Real Estate and in the Assignor's possession and control; (iv) all development rights associated with the Real Estate; and (v) all warranties and guaranties issued in connection with or arising out of the Real Estate or the Assigned Properties.

{00713348-1}

TO HAVE AND TO HOLD the Assigned Properties unto Assignee, and Assignee's successors and assigns, forever. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the Assigned Properties and the Assigned Properties are free, clear, and unencumbered and are not subject to any liens, security interests, pledges, hypothecations, or any other interests of any other third parties.

2. Counterparts; Governing Law; Successors and Assigns. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed in accordance with the domestic laws of the State of Ohio.

This Assignment is executed as of the 2<sup>nd</sup> day of November, 2022.

**ASSIGNOR:**

BLDG PROPERTIES LUDLOW, LLC,  
an Ohio limited liability company

By:   
Bradley Walker, Managing Member

**ASSIGNEE:**

EROP LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Rob Dixon, Assistant Manager

{00713348-1}

EXHIBIT A

Situate in the State of Ohio, County of Clark, City of Springfield, located in Section 6, Town 4, Range 9, BMRS, being part of the 2.138 acre parcel as conveyed to CR Dayton VII LLC in OR 1417, Page 1971, in the records of the Clark County Ohio Recorder's Office and being more particularly described as follows:

Commencing at a mag nail set at the intersection of the westerly right-of-way line of Hillcrest Avenue (variable width right-of-way) and the centerline of W. First Street (50' right-of-way), being the southeasterly corner of said 2.138 acre parcel and being at the POINT OF BEGINNING for the herein described parcel;

Thence westerly along the centerline of W. First Street, South 81°35'39" West, 342.05 feet to a mag nail set at a new proposed property corner;

Thence northerly along new division lines through said 2.138 acre parcel the following two (2) courses:

- 1) North 08°24'21" West, passing a mag nail set on the northerly right-of-way of West First Street at 25.00 feet, a total distance of 49.00 feet to a mag nail set;
- 2) North 03°55'08" East, 179.84 feet to a 5/8" iron pin set on the southerly limited access right-of-way of State Route 41;

Thence easterly along the southerly right-of-way of State Route 41 the following two (2) courses:

- 1) South 72°43'10" East, 318.81 feet, witness a 5/8" iron pin found south 0.04 feet and east 0.61 feet;
- 2) South 19°06'45" East, passing a 5/8" iron pin set on the northerly right-of-way of West First Street at 62.60 feet, for a total distance of 88.04 feet to THE POINT OF BEGINNING, containing 1.1631 acres (50,666.7 square feet) of land more or less with the right-of-way of West First Street occupying 0.1949 acres for a net of 0.9682 acres.

Pins set are 5/8" rebar with yellow cap stamped "RVP Surveying"  
Record references to those of the Recorder's Office, Clark County, Ohio.

Subject to all legal highways, easements and restrictions of record.

The bearings shown hereon are based on the Ohio State Plane coordinate system, NAD 83(2011) using Clark County control monuments Clark 22 & Clark 22 AZ MK with a bearing of South 88°27'17" East.

The above description is based on a field survey performed by RVP Surveying, 6236 Centre Park Drive, Suite A, West Chester, Ohio, 45069 | 513-823-2175 | By Charles J. Kluener, Ohio Registration Number S-8057 on August 12, 2022 Recorded in Survey Record Volume \_\_\_\_\_, Page \_\_\_\_\_.

{00713348-1}



20 Church Street  
Hartford, CT 06103-1221  
p: 860-725-6200 f: 860-278-3802  
hinckleyallen.com

Jomarie T. Andrews  
p. 860.331.2748  
[jandrews@hinckleyallen.com](mailto:jandrews@hinckleyallen.com)

September 23, 2022

**VIA REGULAR USPS & CERTIFIED  
MAIL/RRR**

CR Dayton VII, LLC  
c/o Manny Rafida  
P.O. Box 338  
Itasca, IL 60143

**VIA EMAIL & CERTIFIED MAIL/RRR**

Theresa Stovick, Property Manager  
[tscrmadison@gmail.com](mailto:tscrmadison@gmail.com)  
1416 West First Street  
Springfield, OH 45504

*Re: Notice of Landlord's Default in the performance of its obligations as Landlord under the Lease by and between CR Dayton VII, LLC, a Delaware Limited Liability Company, as Lessor, and CleanSlate Medical Group of Ohio, LLC, as Lessee, for the premises located 1416 West First Street, Springfield, Ohio 45504 (the "Premises").*

Dear Mr. Rafida:

This office represents CleanSlate Medical Group of Ohio, LLC ("CleanSlate"), as Lessee under the above-referenced Lease. Pursuant to Section 23 of the Lease, Notice is hereby given of Lessor's failure to perform its obligations under Section 7 of the Lease.

Under Section 7.1 Landlord shall be responsible for any repairs to the Premises of any nature whatsoever if occasioned by an act or omission of Landlord, its agents, contractors, licensees or employees.

Section 7 of the Lease warrants the Building is structurally sound and the roof is watertight. Water is in fact leaking from a hole in the roof through which birds enter the interior of the building from time to time materially interfering with Tenant's ability to operate its business in the Premises. Additionally, the parking area is full of potholes and deteriorated manhole covers creating a danger to patients. Earlier today, a patient's car muffler was damaged after driving over a large pothole on the Premises.

CR Dayton VII, LLC  
Theresa Stovick  
September 23, 2022

Pursuant to Section 7.2, after five (5) business days' notice Tenant may make such repairs at the expense of Landlord and have the right (in addition to any rights and remedies to which it may be entitled under the Lease, at law or in equity) to offset such amounts against Base Rent and Additional Rent. We ask that you make these repairs within five (5) business days or reserve our client's right to do so.

In accordance with Section 23, you shall have thirty (30) days after receipt of this Notice to perform your obligations under the Lease which includes:

- 1) repairing potholes and replacing three (3) deteriorated manhole covers on the premises that are a safety hazard to patients and;
- 2) to repair the roof so that it is watertight, thus preventing water and birds from entering the Building and repair any damage resulting from such leakage.

**Your immediate attention is required.**

Nothing contained in this letter is intended to nor shall it constitute a waiver of any of CleanSlate's rights and remedies set forth under the Lease. Lessee expressly reserves all rights and remedies available to it at law and in equity for Lessor's default. These rights and remedies may include but are not limited to the exercise of self-help rights, offset of rents, abatement of rents and potential termination of the Lease.

We urge you to take these matters seriously and perform your obligations under the Lease immediately in a complete and proper manner. Please provide proof of compliance with all terms.

Sincerely



Jomarie T. Andrews

Real Estate Taxes and Assessments Proration Agreement

SELLER: BLDG Properties Ludlow, LLC ("Seller")  
BUYER: EROP LLC ("Buyer")  
PROPERTY: 1378 W. 1<sup>st</sup> Street, Springfield, Clark County, Ohio (the "Property")  
DATE OF CLOSING: November 2, 2022 ("Closing")

Real estate taxes and assessments (the "Taxes") have not been separately assessed for the Property since it was split off of a larger tax parcel (being tax parcel no. 330-06-00006-300-012, the "Parcel") in calendar year 2022. The residue of the Parcel (the "Residue") is owned by Seller and Buyer and Seller anticipate that the bills for the Taxes on the Parcel for tax year 2022 will be sent to Seller. Buyer and Seller agree that Seller will cause to be paid in full, and before the same become delinquent, all installments of Taxes for the Parcel for tax year 2022. In the event that the bills for the Parcel are sent to Buyer, Buyer shall immediately forward copies of the same to Seller. At Closing, Buyer has provided Seller with a payment/credit in the amount of \$1,525.43 as its contribution towards the payment of Taxes for tax year 2022 for the Parcel, the same being Buyer's proportionate share as determined on a per acre and per diem basis, and that the Seller shall be responsible for the balance of the Taxes for the Parcel for tax year 2022. In the event that Seller fails to timely pay the Taxes for the Parcel, Buyer may pay the delinquent Taxes and invoice Seller for the same, which invoice shall be due and payable upon receipt, and may thereafter pursue any and all remedies available at law or in equity for the non-payment of said invoice.

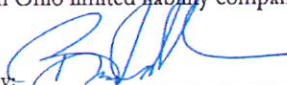
**BUYER:**

EROP LLC,  
an Illinois limited liability company

By:   
Rob Dixon, Assistant Manager

**SELLER:**

BLDG PROPERTIES LUDLOW, LLC,  
an Ohio limited liability company

By:   
Bradley Walker, Managing Member

**CLOSING NOTICE TO RESALE PURCHASER**

File Number: 29554

**IF THIS IS A RESALE WITHIN 10 YEARS, YOU MAY BE ENTITLED TO A REDUCED PREMIUM. PLEASE DISCUSS WHETHER YOU ARE ELIGIBLE FOR A DISCOUNTED PREMIUM WITH THE TITLE CLOSER AT THIS CLOSING.**

Our examination of title indicates that you are the [seller/purchaser] of the property covered by our commitment. We have been advised that you are now [selling/buying] that property and that an [owners and/or mortgagee] policy of title insurance is to be issued.

To determine eligibility for a discounted premium, please provide the title closer with:

- A copy of any owners title insurance policy that has been issued for the property within the past 10 years, or
- A closing statement confirming payment of a premium for the prior title insurance policy and the policy amount.

Please acknowledge your understanding of all of the above by signing below.

Date: 11/4/2022

Seller/Purchaser:

BRADLEY WALKER  
Print

  
Sign

Seller/Purchaser:

\_\_\_\_\_  
Print

\_\_\_\_\_  
Sign



## Shortfall & Closing Cost Affidavit

Seller(s): BLDG Properties Ludlow, LLC

Property Address: 1378 West First Street, Springfield, OH 45504

Current Lien Holders to be Paid Off:  
N/A

### John M. Spencer dba City Title Agency

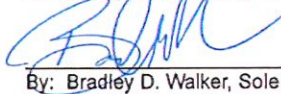
In order to insure the above referenced Liens against the Property are satisfied in full, Seller(s) shall make up any shortfall that may occur between the stated payoff amount(s) and the final amount(s) required by the Current Lien Holder(s) to release any said Lien(s).

Seller(s) further warrant(s) that this/these Shortfall Amount(s) will be forwarded to Lender, its Successors and/or Assigns within 30 days of notification to Seller(s) by Lender of any shortfall.

Seller(s) have executed and acknowledge receipt of this Affidavit.

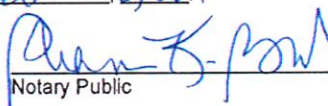
**Some costs reflected herein may be based on good faith estimates that require post-closing adjustments. Any variations in actual costs from those reflected hereon that result in overages not in excess of \$25 to any party shall be credited to or debited against the closing fees charged by John M. Spencer dba City Title Agency.**

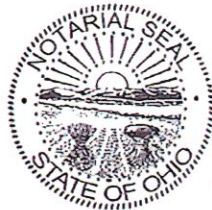
BLDG Properties Ludlow, LLC



By: Bradley D. Walker, Sole Member

Executed by us this 4<sup>th</sup> day of November, 2022

  
Notary Public



SHANNON K. BRUBAKER  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
3-13-2027

File No.: 29554

## NOTICE OF AVAILABILITY AND OFFER OF CLOSING PROTECTION COVERAGE

Seller: BLDG Properties Ludlow, LLC

Licensed Agent: John M. Spencer dba City Title Agency  
Premises: 1378 West First Street, Springfield, OH 45504  
Commitment/File Number: 29554

### Notice of Availability of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby notified of the availability of Closing Protection Coverage from John M. Spencer dba City Title Agency in connection with the above-referenced transaction for the premium stated in the Offer of Closing Protection Coverage outlined below.

Closing or settlement of a real estate and/or mortgage loan transaction can be characterized as having two components. One component pertains to the title to the Premises and the title insurance policy therefore. The other component pertains to the handling of funds and documents. A title insurance policy **does not** cover losses due to the mishandling of funds or documents. However, Closing Protection Coverage, as outlined below, **does** provide such protection.

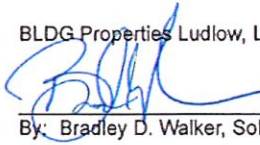
Description of Coverage: The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone acting on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage Form:

1. Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
2. Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

You are covered by a Closing Protection Coverage Form only if it is specifically addressed to you. A copy of the Closing Protection Coverage Form is available upon request.

I (we), the undersigned, hereby acknowledge receipt of this Notice of Availability of Closing Protection Coverage.

BLDG Properties Ludlow, LLC



By: Bradley D. Walker, Sole Member

## OFFER OF CLOSING PROTECTION COVERAGE

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage from John M. Spencer dba City Title Agency in connection with the above-referenced transaction.

**Premium Cost:** The premium cost for the Closing Protection Coverage is:  
\$55.00 for Seller  
\$40.00 for Lender  
\$20.00 for Buyer  
\$20.00 for any other applicant for title insurance

In no case shall the premium cost be less than \$40.00 for this coverage in any transaction.

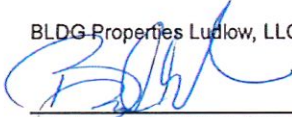
### Acceptance of Offer/Declination of Offer

I (We), the undersigned, acknowledge receipt of this Offer of Closing Protection Coverage and

do accept the said Offer \_\_\_\_\_  
do not accept the said Offer

If this Offer is accepted, the undersigned hereby agrees to pay the applicable premium.

BLDG Properties Ludlow, LLC



By: Bradley D. Walker, Sole Member

A lender's closing instructions requiring Closing Protection Coverage is deemed to be its acknowledgement of receipt of the Notice of Availability of Closing Protection Coverage and its acceptance of the Offer of Closing Protection Coverage.

**AFFIDAVIT**

Property: 1378 West First Street, Springfield, OH 45504  
Seller(s) BLDG Properties Ludlow, LLC  
State of Ohio, County of Clark

File Number: 29554

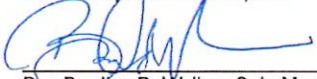
EACH PERSON SIGNING BELOW SWEARS UNDER OATH THAT THE FOLLOWING STATEMENTS ARE TRUE CONCERNING THE PROPERTY LOCATED AT:

1378 West First Street, Springfield, OH 45504 ("PROPERTY")

1. The Property is owned by BLDG Properties Ludlow, LLC, and no other person has possession of, or any right to possession of the property, or any interest therein, of, including oil, gas or other minerals, or any contract or option rights to purchase, acquire, or lease other than those expressly stated in the transaction for which this affidavit is given.
2. It is a single family/multi-family/vacant lot. (circle one)
3. I/We have no knowledge of any unrecorded easement(s) or claim of easement(s), or of any dispute, discrepancy or encroachment affecting a setback or boundary line, or that any improvements violate building or zoning codes.
4. We are unaware of any neighbor's improvements being over our property line.
5. Any labor or material for repair or improvement has been paid for in full and there are no claims outstanding for labor or material. All fixture and personal property attached to the property have been paid for in full.
6. Any improvements we added to the land were authorized by a building permit.
7. There are no unpaid real estate taxes or assessment(s) except as shown on the current tax duplicate. I/We have no knowledge of any application to increase or decrease the taxes, or of any impending or proposed amendment (s), or of any service, improvement, repair work, demolition, or condemnation which could be assessed or instituted against the property by any city or municipality in which the property is located.
8. Any homeowner's/condominium association dues are paid to date. Yes There are none (circle one)
9. There are no outstanding mortgages or other liens, (for example judgment liens, mechanic's liens, state or federal tax liens, etc.) against the property or any owner, except as disclosed in the title report or commitment issued in this transaction.
10. The land has actual pedestrian and vehicular access based on a legal right of access to the land.
11. I/We have no knowledge of the bankruptcy of any party having an interest in the property, and I/we have not received any notice of any lawsuits against me/us.
12. LIST ANY EXCEPTIONS TO THE FOREGOING STATEMENTS:  
(INSERT "NONE" IF APPLICABLE)  
  
\*
13. We indemnify and hold harmless John M. Spencer dba City Title Agency and the underwriting insurance company from any loss, liability, costs, expenses and attorneys' fees, including attorneys' fees to enforce this agreement, because of any errors or incorrectness of this affidavit and because of any defects, liens, encumbrances or other matters currently affecting or that may affect the title to the land before the recordation of our conveyance or mortgage.

THIS AFFIDAVIT IS BEING GIVEN TO INDUCE THE SETTLEMENT AGENT, TITLE INSURANCE AGENT, THE TITLE INSURANCE UNDERWRITER, AND/OR THE LENDER, TO DISBURSE FUNDS HELD AS SETTLEMENT AGENT, TO ISSUE A TITLE INSURANCE POLICY OR OTHER TITLE EVIDENCE, AND/OR TO MAKE A MORTGAGE LOAN. EACH PERSON (INDIVIDUALLY OR IN THEIR CAPACITY AS AN OFFICER OF A CORPORATION OR PARTNER IN A GENERAL OR LIMITED PARTNERSHIP) SIGNING BELOW HEREBY INDEMNIFIES AND AGREES TO SAVE HARMLESS THE SETTLEMENT AGENT, TITLE INSURANCE AGENT, TITLE INSURANCE UNDERWRITER, AND/OR LENDER AGAINST ANY LOSS OR EXPENSE, INCLUDING REASONABLE ATTORNEY FEES, SUSTAINED AS A RESULT OF ANY OF THE FOREGOING STATEMENTS NOT BEING TRUE AND ACCURATE.

BLDG Properties Ludlow, LLC

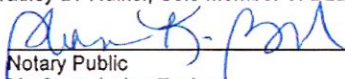
  
By: Bradley D. Walker, Sole Member

State of Ohio  
County of Clark

Sworn to or affirmed and subscribed before me by Bradley D. Walker, Sole Member of BLDG Properties Ludlow, LLC, this date of November 2, 2020



SHANNON K. BRUBAKER  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
3-13-2021

  
Notary Public  
My Commission Expires: \_\_\_\_\_  
This is a jurat; an oath or affirmation  
was administered to the signer(s).

American Land Title Association

ALTA Settlement Statement - Combined  
Adopted 05-01-2015

File Number: 29105 John M. Spencer dba City Title  
Print Date & Time: 11/3/2022 12:39 PM Agency  
Escrow Officer: John M. Spencer 30 Warder Street, Ste 250  
Settlement Location: 30 Warder Street, Ste 250 Springfield, OH 45504  
Springfield, OH 45504

Property Address: Property Address  
1378 West First Street Springfield, Ohio 45504

PIN  
330060006300012

Buyer: BLDG Properties Ludlow, LLC, an Ohio Domestic Limited Liability Company, OH  
Seller: CR Dayton VII, LLC, a Foreign Limited Liability Company, OH  
Lender: Minster Bank, OH

Settlement Date: 11/04/2022  
Disbursement Date: 11/04/2022  
Additional dates per state requirements: 11/04/2022

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$1,900,000.00	Sales Price of Property	\$1,900,000.00	
		Deposit		\$30,000.00
		Loan Amount		\$400,000.00
		Prorations/Adjustments		
\$17,622.10		County Taxes 1/1/2022 to 11/4/2022		\$17,622.10
\$4,000.00		Credit to buyer from seller for Quiet Title		\$4,000.00
		Loan In Process to Minster Bank	\$150,000.00	
\$6,037.50		Owner's Policy paid by Seller		\$6,037.50
\$6,111.78		Rent From Subject Property/Clean Slate 11/4/2022 to 11/30/2022		\$6,111.78
\$1,966.03		Rent From Subject Property/Cousin Vinny's 11/4/2022 to 11/30/2022		\$1,966.03
\$7,150.00		Tenant Security Deposit/Clean Slate		\$7,150.00
\$2,000.00		Tenant Security Deposit/Cousin Vinny's		\$2,000.00
		Loan Charges to Minster Bank		
		Appraisal Fee to Minster Bank	\$2,750.00	
		Credit Report Fee to Minster Bank	\$11.00	
		Flood to Minster Bank	\$10.00	
		Note Fee to Minster Bank	\$500.00	
		Tax Service to Minster Bank	\$89.00	

		Wire Fee to Münster Bank	\$22.00	
		<b>Title Charges &amp; Escrow/Settlement Charges</b>		
		Title - Lender's Policy \$400,000.00 Premium - \$100.00 to John M. Spencer dba City Title Agency	\$100.00	
		Title - Owner's Policy \$1,900,000.00 Premium - \$6,037.50 to John M. Spencer dba City Title Agency	\$6,037.50	
\$250.00		Disbursement Fee to John M. Spencer dba City Title Agency		
\$1,500.00		Title - Closing Fee to John M. Spencer dba City Title Agency	\$1,500.00	
\$55.00		Title - Closing Protection Letter Fee to Fidelity National Title Insurance Company		
		Title - Courier Fee to John M. Spencer dba City Title Agency	\$35.00	
\$1,500.00		Title - Examination Fee to John M. Spencer dba City Title Agency		
\$100.00		Title - Insurance Binder Fee to John M. Spencer dba City Title Agency		
		Title - Wire Service Fee to John M. Spencer dba City Title Agency	\$150.00	
\$90.00		Wire Service Fee to John M. Spencer dba City Title Agency		
		Commission		
\$57,000.00		Real Estate Commission Seller's Broker \$57,000.00 to Douglas Klang		
		<b>Government Recording and Transfer Charges</b>		
		Recording Fees Deed: \$34.00 Mortgage: \$122.00 to Clark County Recorder	\$156.00	
\$7,600.00		Tax Stamp for County Deed to Clark County Auditor	\$0.50	
		<b>Miscellaneous</b>		
\$7,844.00		Attorney Fee to Field and Goldberg, LLC		
\$250.00		Attorney Fee/Deed Preparation to John M. Spencer dba City Title Agency		
\$120,876.41	\$1,900,000.00	Subtotals	\$2,061,361.00	\$474,887.41
		Due From Borrower/Buyer		\$1,586,473.59
\$1,779,123.59		Due To Seller		
\$1,900,000.00	\$1,900,000.00	Totals	\$2,061,361.00	\$2,061,361.00

**Title Insurance -- Simultaneous Rate Premiums**

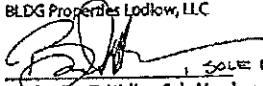
The Owner's and Lender's title insurance premiums set out above represent the actual rates filed with the Ohio Department of Insurance. The Owner's and Lender's title insurance premiums shown on the Closing Disclosure were calculated and disclosed in the manner required by Federal regulation as required by the Consumer Financial Protection Bureau (CFPB). Despite the difference in the breakdown of premiums disclosed, the total combined premiums as required to be disclosed by the CFPB equals the total combined premiums calculated above using the current rules and rates of this State.

**SUBSTITUTE FORM 1099 SELLER STATEMENT:** The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. **SELLER INSTRUCTIONS:** If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize John M. Spencer dba City Title Agency to cause the funds to be disbursed in accordance with this statement.

BLDG Properties Lodlow, LLC

  
By: Bradley D. Walker, Sole Member

11/4/2022  
Date

CR Dayton VII, LLC

By: Gail L. Candela, as attorney in fact  
By: Munir Rafidia, Manager

11-4-2022  
Date

American Land Title Association

ALTA Settlement Statement - Combined  
Adopted 05-01-2015

File Number: 29554 John M. Spencer dba City Title  
Print Date & Time: 11/4/2022 9:44 AM Agency  
Escrow Officer: John M. Spencer 30 Warder Street, Ste 250  
Settlement Location: 30 Warder Street, Ste 250 Springfield, OH 45504  
Springfield, OH 45504

Property Address: Property Address  
1378 West First Street Springfield, Ohio 45504  
  
PIN  
330-06-00006-300-012  
Buyer: EROP, LLC, an Illinois limited liability company, OH  
Seller: BLDG Properties Ludlow, LLC, OH  
Lender: Town and Country Bank  
  
Settlement Date: 11/04/2022  
Disbursement Date: 11/04/2022  
Additional dates per state requirements: 11/04/2022

Debit		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$1,550,000.00	Sales Price of Property	\$1,550,000.00	
		Deposit		\$25,000.00
		Loan Amount		\$1,060,000.00
		Prorations/Adjustments		
	\$1,473.72	County Taxes 11/4/2022 to 12/31/2022	\$1,473.72	
\$3,552.50		Owner's Policy Paid by Seller		\$3,552.50
\$1,966.03		Rent From Subject Property 11/4/2022 to 11/30/2022		\$1,966.03
\$2,000.00		Tenant Security Deposit		\$2,000.00
		Loan Charges to Town and Country Bank		
		Appraisal Fee to Town and Country Bank POCB \$3,500.00		
		Flood Determination to Town and Country Bank POCB \$11.00		
		Tax Service to Town and Country Bank POCB \$75.00		
		Title Charges & Escrow/Settlement Charges		
		Title - Lender's Policy \$1,060,000.00 Premium - \$100.00 to John M. Spencer dba City Title Agency	\$100.00	
		Title - Owner's Policy \$1,550,000.00 Premium - \$3,552.50 to John M. Spencer dba City Title Agency	\$3,552.50	
\$60.00		Courier / Wire Service Fee to John M. Spencer dba City Title Agency		
\$500.00		Deed Preparation Fee (2) to John M. Spencer, Attorney at Law		



\$10.00		Reimbursement/Lot Split Application Fee to John M. Spencer, Attorney at Law		
\$750.00		Title - Closing Fee to John M. Spencer dba City Title Agency	\$750.00	
		Title - Closing Protection Letter Fee to Stewart Title	\$40.00	
		Title - Courier Service Fee to John M. Spencer dba City Title Agency	\$60.00	
		Title - Endorsement Fee/Survey Deletion to John M. Spencer dba City Title Agency	\$50.00	
		Title - Examination Fee to John M. Spencer dba City Title Agency	\$200.00	
		Title - Insurance Binder Fee to John M. Spencer dba City Title Agency	\$100.00	
		Title - Wire Service Fee to John M. Spencer dba City Title Agency	\$120.00	
		Commission		
		Real Estate Commission Seller's Broker \$46,500.00 to Anchor Associates, LLC	\$46,500.00	
		Government Recording and Transfer Charges		
\$45.00		Additional Recording/Easement to Clark County Recorder	\$45.00	
\$34.00		Partial Release of Mortgage to Clark County Recorder		
		Recording Fees Deed: \$76.00 Mortgage: \$130.00 to Clark County Recorder	\$206.00	
\$6,200.00		Tax Stamp for County Deed to Clark County Auditor	\$1.50	
		Miscellaneous		
\$3,800.00		Survey/Split Plat to RVP Engineering		
		Attorney Fee to Andrew D. Graf, Attorney at Law	\$15,000.00	
\$2,060.00		Attorney Fee to Cole, Acton, Harmon & Dunn		
\$8,500.00		Attorney Fee to Porter, Wright, Morris & Arthur		
\$1,000.00		Attorney Fee/Lot Split to John M. Spencer, Attorney at Law		
\$350.00		Attorney Fee/Preparation of Partial Release to John M. Spencer, Attorney at Law		
	Seller's		Borrower/Buyer's	
	Debit	Credit	Debit	Credit
	\$30,827.53	\$1,551,473.72	\$1,618,198.72	\$1,092,518.53
			Subtotals	
			Due From Borrower/Buyer	
	\$1,520,646.19			\$525,680.19
	\$1,551,473.72	\$1,551,473.72	\$1,618,198.72	\$1,618,198.72
			Totals	

**Title Insurance - Simultaneous Rate Premiums**

The Owner's and Lender's title insurance premiums set out above represent the actual rates filed with the Ohio Department of Insurance. The Owner's and Lender's title insurance premiums shown on the Closing Disclosure were calculated and disclosed in the manner required by Federal regulation as required by the Consumer Financial Protection Bureau (CFPB). Despite the difference in the breakdown of premiums disclosed, the total combined premiums as required to be disclosed by the CFPB equals the total combined premiums calculated above using the current rules and rates of this State.

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EROP, LLC

ROD Dyer Ast. Mgr  
By:

11-4-2022  
Date

BLDG Properties Lullo, LLC

[Signature]  
By: Bradley D. Walker, Sole Member

11/4/2022  
Date