

Income Statement For Period Covering 01/02/2023 to 12/31/2023

	<u>BOOK</u>	<u>ADJUST</u>	<u>M-1</u>	<u>TAX</u>	<u>K-1</u>
Revenues					
<u>CART FEES</u>	337,386.51	9,542.89		346,929.40	
<u>MISC INCOME</u>	2,529.89	1,762.61		4,292.50	
<u>FOOD SALES</u>	144,571.65			144,571.65	
<u>GREENS FEES</u>	484,100.75	189,987.40		674,088.15	
<u>SS FEES</u>	172,361.40	(172,361.40)		-	
<u>NBC UNIVERSAL</u>				-	
<u>INTEREST</u>				-	
<u>SALE OF EQUIPMENT</u>	750.00			750.00	
<u>MTGA HANDICAP</u>				-	
<u>PASS SALES</u>	17,626.00	(17,626.00)		-	
<u>PAYPAL</u>	1,762.61	(1,762.61)		-	
<u>PRIVATE CART FEES</u>	9,542.89	(9,542.89)		-	
<u>RANGE SALES</u>	16,700.50			16,700.50	
<u>SALES TAX</u>	39,300.29			39,300.29	
<u>SHOP MERCHANDISE</u>	93,557.44			93,557.44	
<u>TOTAL REVENUE</u>	1,320,189.93	-	-	1,320,189.93	
Expenses					
<u>FOOD PURCHASES</u>	89,126.84			89,126.84	
<u>SHOP PURCHASES</u>	73,888.66			73,888.66	
<u>SS EXPENSES</u>	71,675.47	(71,675.47)		-	
<u>ADVERTISING</u>	197.35	71,675.47		71,872.82	
<u>CHARITABLE</u>	17,740.00			-	17,740.00 8,870.00
<u>CHEMICALS</u>	93,505.00			93,505.00	
<u>DEPRECIATION & 179</u>	192,592.04			-	192,592.04 96,296.02
<u>DUES</u>	1,807.00			1,807.00	
<u>CC FEES</u>	24,207.88			24,207.88	
<u>OTHER FEES</u>	5,017.92			5,017.92	
<u>FUEL</u>	47,606.68			47,606.68	
<u>GP - ALAN</u>	20,000.00			20,000.00	20,000.00
<u>GP - JIM</u>				-	
<u>INSURANCE</u>	27,596.67			27,596.67	
<u>INTEREST</u>	10,364.36			10,364.36	
<u>M & E</u>	2,281.31		(1,140.66)	1,140.66	
<u>MISCELLANEOUS</u>	4,369.88			4,369.88	
<u>REAL ESTATE TAXES</u>	29,238.91			29,238.91	
<u>RENT</u>	1,200.00			1,200.00	
<u>REPAIR & MAINTENANCE</u>	(14,849.67)			(14,849.67)	
<u>SALES TAX</u>	39,547.87			39,547.87	
<u>SECURITY</u>	1,536.60			1,536.60	
<u>SUPPLIES - FOOD</u>	5,256.35			5,256.35	
<u>SUPPLIES - MAINTENANCE</u>	63,051.71			63,051.71	
<u>SUPPLIES - SHOP</u>	17,651.19			17,651.19	
<u>TRAVEL</u>	20.00			20.00	
<u>UTILITIES</u>	32,131.10			32,131.10	
<u>PAYROLL FEES</u>		2,346.00		2,346.00	31,571.80
<u>PAYROLL TAXES</u>	122,775.00	(78,949.19)		43,825.81	112,612.59
<u>WAGES</u>	326,092.26	76,603.19		402,695.45	
Total Expenses	1,305,628.38	-	(1,140.66)	1,094,155.69	
NET	14,561.55	-	1,140.66	226,034.25	113,017.12
				35,702.21	TOP PAGE 5 17,851.10

	<u>M-2</u>	<u>JIM</u>	<u>ALAN</u>
BEGINNING	(131,845.00)	(65,922.50)	(65,922.50)
CONTRIBUTED		-	-
INCOME	14,561.55	7,280.78	7,280.78
DISTRIBUTED	(103,115.55)	(51,557.78)	(51,557.78)
	(220,399.00)	(110,199.50)	(110,199.50)
LIABILITIES		-	-

	QBI		
WAGES		402,695.45	201,347.73
UAB		685,027.04	342,513.52
INCOME		35,702.21	17,851.10

Income Statement For Period Covering 01/02/2024 to 12/31/2024

	<u>BOOK</u>	<u>ADJUST</u>	<u>M-1</u>	<u>TAX</u>	<u>K-1</u>
Revenues					
<u>CART FEES</u>	208,118.48	9,750.00		217,868.48	864,552.74
<u>MISC. INCOME</u>		-		-	
<u>FOOD SALES</u>	88,968.50			88,968.50	
<u>GREENS FEES</u>	273,103.97	118,091.34		391,195.31	
<u>SS FEES</u>	105,439.34	(105,439.34)		-	
<u>NBC UNIVERSAL</u>	1,941.01			1,941.01	
<u>INTEREST</u>				-	
<u>SALE OF CARTS TO MID-OHIO (LEASED)</u>	60,000.00			60,000.00	227,973.31
<u>SALE TO RGLIC (LEASE CARTS)</u>	48,462.00			48,462.00	
<u>EQUIPMENT SALES</u>	847,889.49	(683,337.49)		164,552.00	
<u>CITY EQUIPMENT TO RGLIC</u>	38,742.31			38,742.31	
<u>SALE OF GOODWILL</u>	300,000.00	(219,231.00)		80,769.00	
<u>AWGA HANDICAP</u>				-	
<u>PASS SALES</u>	12,652.00	(12,652.00)		-	
<u>PAYPAL</u>		-		-	
<u>PRIVATE CART FEES</u>	9,750.00	(9,750.00)		-	
<u>RANGE SALES</u>	13,305.50			13,305.50	
<u>SALES TAX</u>	25,928.73			25,928.73	
<u>SHOP MERCHANDISE</u>	125,345.21			125,345.21	
<u>TOTAL REVENUE</u>	2,159,646.54	(902,568.49)	-	1,257,078.05	1,029,104.74
Expenses					
<u>FOOD PURCHASES</u>	49,257.27			49,257.27	
<u>SHOP PURCHASES</u>	98,100.63		20,166.00	118,266.63	
<u>SS EXPENSES</u>		-		-	
<u>ADVERTISING</u>	41,318.33	-		41,318.33	
<u>CHARITABLE</u>				-	-
<u>CHEMICALS</u>	24,543.13			24,543.13	
<u>DEPRECIATION & 179</u>				-	-
<u>DUES</u>	1,972.82			1,972.82	
<u>CC FEES</u>	15,241.70			15,241.70	
<u>OTHER FEES</u>	42,733.17			42,733.17	
<u>FUEL</u>	23,526.33			23,526.33	
<u>GP - ALAN</u>	14,000.00			14,000.00	14,000.00
<u>GP - JIM</u>				-	
<u>INSURANCE</u>	13,373.87			13,373.87	
<u>INTEREST</u>	15,077.70			15,077.70	
<u>M & E</u>	1,058.12		(529.06)	529.06	
<u>MISCELLANEOUS</u>	2,203.97			2,203.97	
<u>REAL ESTATE TAXES</u>	17,309.88			17,309.88	
<u>RENT</u>	700.00			700.00	
<u>REPAIR & MAINTENANCE</u>	7,223.28			7,223.28	
<u>SALES TAX</u>	26,998.46			26,998.46	
<u>SECURITY</u>	1,274.35			1,274.35	
<u>SUPPLIES - FOOD</u>	6,361.68			6,361.68	
<u>SUPPLIES - MAINTENANCE</u>	19,774.87			19,774.87	
<u>SUPPLIES - SHOP</u>	9,557.00			9,557.00	
<u>TRAVEL</u>				-	
<u>UTILITIES</u>	27,220.58			27,220.58	
<u>PAYROLL FEES</u>	1,540.00			1,540.00	59,514.87
<u>PAYROLL TAXES</u>	31,986.07	-		31,986.07	76,294.41
<u>WAGES</u>	262,407.43			262,407.43	
Total Expenses	754,760.64	-	19,636.94	774,397.58	
NET	1,404,885.90	(902,568.49)	(19,636.94)	482,680.47	241,340.24
				496,680.47	TOP PAGE 5 248,340.24
	<u>M-2</u>	<u>JIM</u>	<u>ALAN</u>		
BEGINNING	(220,399.00)	(110,199.50)	(110,199.50)		
CONTRIBUTED		-	-		
INCOME	496,150.00	248,075.00	248,075.00		

DISTRIBUTED		(221,594.04)	(110,797.02)	(110,797.02)
		54,156.96	27,078.48	27,078.48
LIABILITIES			-	-
QBI				
WAGES		262,407.43	131,203.72	
UAB		-	-	
INCOME		496,680.47	248,340.24	

ASSET PURCHASE AGREEMENT

for certain assets and liabilities associated with the operation of

REID PARK GOLF COURSE

by and between

REID PARK LIMITED, Seller

and

REID GOLF LLC, Buyer

EFFECTIVE JULY 14, 2024

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “APA”) is executed to be effective as of July 14, 2024 (the “Effective Date”), by and between Reid Park Limited, an Ohio limited liability company (“Seller”), and Reid Golf LLC, an Ohio limited liability company (“Buyer”). Buyer and Seller may sometimes be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Seller operates the Reid Park Golf Course and Restaurant (the “Golf Course”) pursuant to that certain Real Estate Lease Agreement, effective October 25, 2022, and that certain Liquor License Agreement, effective October 25, 2022 (collectively, the “Golf Course Lease”), with the City of Springfield, Ohio (the “City”), under which Seller is the “Operator”;

WHEREAS, Seller owns the Acquired Assets and is the obligor of the Assumed Liabilities associated with Seller’s operation of the Golf Course;

WHEREAS, Buyer acknowledges that the City owns certain other personal property used in connection with Seller’s operation of the Golf Course, which Seller is permitted to use under the Golf Course Lease (the “City-Owned Personal Property”), and that such City-Owned Personal Property shall not be deemed Acquired Assets hereunder;

WHEREAS, Buyer and/or Owners (collectively, the “Buyer Group”) desire to own and operate the Golf Course and to lease and/or buy the Golf Course and the City-Owned Personal Property from the City pursuant to a lease-to-purchase agreement Buyer Group is negotiating with the City (the “Golf Course Purchase Agreement”);

WHEREAS, a current draft of the LOI for such transaction is attached hereto as Exhibit I (the “Golf Course Purchase LOI”);

WHEREAS, Buyer desires to purchase the Acquired Assets and to assume the Assumed Liabilities from Seller, and Seller desires to sell the Acquired Assets to Buyer and for Buyer to assume the Assumed Liabilities;

WHEREAS, as reflected in the Golf Course Purchase LOI, to facilitate Buyer Group’s acquisition of the Golf Course and the City-Owned Personal Property, the City expects to enter into an agreement with Seller to terminate the Golf Course Lease (the “Golf Course Lease Termination Agreement”); and

WHEREAS, capitalized terms not otherwise defined in this APA shall have the meanings set forth in the Appendix, the Loan Documents, or the Other Transaction Agreements.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

I. SALE OF THE ACQUIRED ASSETS

A. Acquired Assets

At the Closing, Seller shall sell, assign, transfer, convey, and deliver to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title, and interest in and to the following personal property (collectively, the "Acquired Assets"):

1. all Assumed Contracts as identified and described on attached Schedule A, which is incorporated by reference herein;
2. all Acquired Equipment as identified and described on attached Schedule B, which is incorporated by reference herein;
3. all Acquired Inventory as identified and described on attached Schedule C, which is incorporated by reference herein; and
4. the following personal property:
 - a. all books, records, files, and information relating to the Assumed Contracts, the Acquired Equipment, the Acquired Inventory, and the Assumed Liabilities;
 - b. all permits, licenses, certificates, approvals, rights, and other intangible personal property that relate to the Assumed Contracts, the Acquired Equipment, the Acquired Inventory, and the Assumed Liabilities, but only to the extent that such items may be transferred under Law;
 - c. all on-site or offsite signage, website domain rights and email accounts, trade names, assumed names, DBAs, telephone numbers, facsimile numbers, and post office box addresses that relate to the Assumed Contracts, the Acquired Equipment, the Acquired Inventory, and the Assumed Liabilities;
 - d. access to Seller's GolfNow Golf Course Management account (the "GolfNow Account") and to all lists or other compilations of customers, clients, and members of the Golf Course, including without limitation the names, addresses, email addresses, telephone numbers, social media contacts, and a description and the records relating to the nature and extent of such Person's activity with the Golf Course;
 - e. all lists or other compilations of suppliers and vendors to the Golf Course, including without limitation the names, addresses, email addresses, telephone numbers, social media contacts, and a description and the records relating to the nature and extent of such Person's activity with the Golf Course; and
 - f. all items and information necessary for full access to, and the proper operation of, the Assumed Contracts, the Acquired Equipment, the Acquired Inventory, and the Assumed Liabilities, including, but not limited to, properly identified keys, fobs, security codes, passwords, user ids, log-in credentials, remote controls, automatic door and gate openers, and manuals.

B. Assumed Liabilities

At the Closing, Seller shall assign to Buyer, and Buyer shall assume and agree to pay, perform, and discharge when due, the Liabilities of Seller referring or relating to or otherwise associated with the following (collectively, the “Assumed Liabilities”):

1. the Acquired Assets that arise out of acts, omissions, occurrences, or events that occurred or failed to occur in whole or in part after the Closing and that are not otherwise Excluded Liabilities under Section I.C.2;
2. Five-Day Anniversary Memberships;
3. Seven-Day Anniversary Memberships;
4. Five-Day No Fee Golf Passes;
5. Seven-Day No Fee Golf Passes;
6. Reduced Fee Golf Passes;
7. Private Cart Storage Memberships;
8. Cart Rental Passes; and
9. Club Credit.

C. Exclusion from the Purchase

1. Excluded Assets

Notwithstanding anything to the contrary in Article I, Seller shall retain and shall not sell, assign, transfer, convey, or deliver to Buyer, and Buyer shall not purchase or acquire from Seller, any of Seller’s right, title, or interest in or to the following (collectively, the “Excluded Assets”):

- a. cash, cash equivalents, accounts receivable, and prepaid expenses;
- b. deposits and similar accounts maintained by Seller, including, but not limited to, Seller’s deposit with Ohio Edison;
- c. the Excluded Contracts;
- d. Seller’s Charter Documents, minute books, stock books, Tax records, and such other corporate records having to do with the organization, capitalization, and governance of Seller;
- e. Seller’s Claims and rights under Seller’s insurance policies;
- f. Seller’s Claims against third parties and Liabilities of third parties to Seller;
- g. Seller’s Claims and rights relating to refunds of Taxes;

- h. any debt or equity securities of or in Seller; and
- i. personal property owned by the owners, other employees, or customers of Seller that may be located in, or, or at the Golf Course, including, but not limited to, their personal golf clubs and golf bags, and related apparel, equipment, furniture, photographs, memorabilia, and similar items.
- j. Seller's rights under this APA and the Other Transaction Agreements.

2. Excluded Liabilities

Except for the Assumed Liabilities set forth in Section I.B, Buyer shall not assume, agree to assume, pay, perform, discharge, or be liable for any Liabilities of Seller (collectively, the "Excluded Liabilities").

II. PURCHASE PRICE AND EARNEST MONEY

A. Earnest Money

- 1. Buyer shall deposit and has deposited Twenty-Five Thousand and 00/100 Dollars (\$25,000) (the "Earnest Money") into a trust account held by Coldwell Banker Heritage (the "Escrow Agent"). The Escrow Agent confirmed its receipt of the Earnest Money by letter dated May 15, 2024.
- 2. Upon the Effective Date, Buyer shall provide Seller with proof of adequate funds (a) to pay the Closing Payment and Buyer's related costs of the Transaction and (b) close the transaction contemplated in the Golf Course Purchase Agreement and Buyer's related costs of that transaction.
- 3. In the event Buyer fails to maintain the Earnest Money with the Escrow Agent or fails to provide proof of funds as required by Section II.A.2, Seller may terminate this APA and neither Party shall have any further obligations hereunder.
- 4. The Earnest Money shall be held in accordance with the terms and conditions of this APA and any escrow agreement that may be entered into between Seller, Buyer, and the Escrow Agent in such form as reasonably satisfactory to each of the parties thereto (an "Escrow Agreement").

B. Purchase Price

- 1. Purchase Price. The purchase price shall be One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) (the "Purchase Price"), as follows:
 - a. Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000) paid at Closing (the "Closing Payment"); and
 - b. a Secured Promissory Note with an original principal amount of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000) in the form attached as Exhibit 2 (the "Note"), which is subject to the terms and conditions of the Loan Agreement in the form attached as

Exhibit 3 (the “Loan Agreement”), secured as set forth in the Security Agreement in the form attached as Exhibit 4, and guaranteed as set forth in the Guaranty Agreement in the form attached as Exhibit 5 (the “Guaranty Agreement”).

C. Payment of the Closing Payment

At the Closing, Buyer shall pay to Seller the Closing Payment, less any Earnest Money that Buyer has already received and adjusted by the credits, reductions, allocations, and prorations for which this APA provides, if any, by wire transfer or other immediately available funds.

D. Allocation of Purchase Price

For all Tax purposes, the Purchase Price shall be allocated in accordance with Schedule D. Such allocation shall be agreed upon by both Buyer and Seller and applied to one or more of the following: (i) goodwill, (ii) the Assumed Contracts, (iii) the Acquired Equipment, or (iv) the Acquired Inventory. After the Closing, the Parties shall make consistent use of the allocation, fair market value, and useful lives, if any, specified in Schedule D for all Tax purposes and in all filings, declarations, and reports with the IRS in respect thereof. In any proceeding related to the determination of any Tax, none of the Parties shall contend or represent that such allocation is not a correct allocation.

III. TAXES AND ASSESSMENTS

Seller shall pay at the Closing (i) all of the Taxes due as of the Closing Date, and (ii) any delinquent Taxes and assessments. Taxes and assessments for the tax year in which the Closing occurs shall be estimated and prorated between the Parties as of the Closing Date based upon the latest tax bill issued by the tax assessor/collector of the county and state in which the Acquired Assets are located based on the local custom. Buyer assumes and agrees to pay all Taxes and assessments levied against the Acquired Assets due after the Closing Date. Any amounts payable by Seller under this Article III may be applied as a credit to the Buyer toward the Purchase Price at Closing.

IV. CONDITIONS AND CONTINGENCIES; TERMINATION

The Parties’ obligations under this APA are contingent upon each of the following conditions precedent being satisfied or waived in writing by the applicable Party within the applicable time period:

A. Buyer’s Inspection; Access

1. Beginning on the Effective Date and continuing until fourteen (14) days before the Closing Deadline (the “Inspection Deadline”), Seller shall allow Buyer access to the Acquired Assets, without charge and during normal business hours for Buyer’s inspection. Buyer shall provide Seller with two (2) Business Days’ advance notice of its intent to inspect the Acquired Assets. As a condition precedent to consummating this Transaction, Buyer, in its sole discretion, must be satisfied with its inspection of the Acquired Assets (“Inspection Condition”). If Buyer does not terminate this APA before the Inspection Deadline, the Inspection Condition shall be deemed to

have been satisfied.

2. In connection with its inspection, investigation, and evaluation of the Acquired Assets, Buyer shall at all times conduct itself in a manner so as not to cause any Claims, Liens, or Liabilities to Seller or the Acquired Assets and so as not to interfere with any employee, guest, or invitee at the Golf Course. Without limiting the foregoing, without Seller's prior written consent, Buyer shall not (a) conduct any invasive physical testing at the Golf Course or against the Acquired Assets, which consent may be conditioned upon, among other things, Seller's approval of the qualification of the contractor conducting the testing, the insurance coverage for the contractor, and the scope and nature of the testing to be conducted, (b) contact any tenant, guest, or invitee of the Golf Course or any employee at the Golf Course, or (c) contact any Governmental Authority other than in connection with customary zoning and related due diligence. Seller shall have the right, at its option, to have one or more representatives present during Buyer's inspection activities.

3. Buyer shall indemnify, defend, and hold harmless Seller, Seller's Affiliates, and their respective officers, directors, partners, members, employees, counsel, accountants, financial advisers, consultants, agents, property managers, and other advisers (each, a "Seller Indemnified Person") from and against any Claims, Liens, and Liabilities incurred by a Seller Indemnified Person as a result of, in connection with, or arising out of or relating to Buyer's inspection, investigation, and evaluation of the Golf Course and the Acquired Assets or the entry upon the Golf Course by Buyer's employees, agents, representatives, or independent contractors and the actions of such Persons on the Golf Course. Buyer shall restore and repair any damage or disruption to the Golf Course and the Acquired Assets arising out of or relating to Buyer's inspection, investigation, and evaluation of the Golf Course and the Acquired Assets or the entry upon the Golf Course by Buyer's employees, agents, representatives, or independent contractors and the actions of such Persons on the Golf Course. This Section IV.A.3 shall survive termination of this APA for any reason and the Closing.

B. Golf Course Lease Termination Condition

As a condition precedent to closing this Transaction, both Parties must be satisfied, in their sole discretion, that Seller and the City have entered into an agreement to terminate the Golf Course Lease that is satisfactory to Seller in its sole discretion (the "Golf Course Lease Termination Condition"). If neither Party has terminated this APA before the Closing, the Golf Course Lease Termination Condition shall be deemed to have been satisfied.

C. Golf Course Purchase Agreement Condition

As a condition precedent to closing this Transaction, both Parties must be satisfied, in their sole discretion, that Buyer and the City have closed the transaction contemplated by the Golf Course Purchase Agreement (the "Golf Course Purchase Condition"). If neither Party has terminated this APA before the Closing, the Golf Course Purchase Condition shall be deemed to have been satisfied.

D. No Financing Condition

Except as provided in Section II.B.1.b, Buyer has no financing condition or contingency in connection with this Transaction.

V. TERMINATION OF APA; EFFECT OF TERMINATION

A. Termination by Buyer

If Buyer is not in default hereunder, Buyer may terminate this APA as follows:

1. Buyer may terminate this APA if the Inspection Condition has not been satisfied or waived in writing by Buyer on or before the Inspection Deadline as provided in Section IV.A.
2. Buyer may terminate this APA if the Golf Course Lease Termination Condition has not been satisfied or waived in writing by Buyer on or before the Closing as provided in Section IV.B.
3. Buyer may terminate this APA if the Golf Course Purchase Agreement Condition has not been satisfied or waived in writing by Buyer on or before Closing as provided in Section IV.C.
4. Buyer may terminate this APA if:
 - a. Seller is in material breach of any of its representations, warranties, promises, agreements, or covenants in this APA, and either the material breach cannot be cured or, if the breach can be cured, it is not cured within a commercially reasonable period of time under the circumstances, in no case exceeding the lesser of ten (10) Business Days following Seller's receipt of notice of such breach or the time otherwise specified in this APA;
 - b. Seller breaches its obligation to close the Transaction after Buyer has satisfied all of its conditions and obligations to close (or Seller has waived such conditions) and Buyer has notified Seller that Buyer is ready, willing, and able to close; or
 - c. Seller becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, or other relief with respect to it or its debts; makes or seeks to make a general assignment for the benefit of creditors; or applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any materials portion of its property or business.

B. Termination by Seller

If Seller is not in default hereunder, Seller may terminate this APA as follows:

1. Seller may terminate this APA if Buyer fails to deposit or maintain the Earnest Money deposit with the Escrow Agent as provided in Section II.A.1 or fails to provide proof of funds as required in Section II.A.2.
2. Seller may terminate this APA if the Golf Course Lease Termination Condition has not been satisfied or waived in writing by Buyer on or before the Closing as provided in Section IV.B.

3. Seller may terminate this APA if the Golf Course Purchase Agreement Condition has not been satisfied or waived in writing by Buyer on or before Closing as provided in Section IV.C.

4. Seller may terminate this APA if:

a. Buyer is in material breach of any of its representations, warranties, promises, agreements, or covenants in this APA, and either the material breach cannot be cured or, if the breach can be cured, it is not cured within a commercially reasonable period of time under the circumstances, in no case exceeding the lesser of ten (10) Business Days following Buyer's receipt of notice of such breach or the time otherwise specified in this APA;

b. Buyer breaches its obligation to close the Transaction after Seller has satisfied all of its conditions and obligations to close (or Buyer has waived such conditions) and Seller has notified Buyer that Seller is ready, willing, and able to close; or

c. Buyer becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, or other relief with respect to it or its debts; makes or seeks to make a general assignment for the benefit of creditors; or applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any materials portion of its property or business.

C. Effect of Termination

1. If Buyer terminates this APA as provided in Section V.A, the Earnest Money and any interest thereon shall be returned to Buyer. If Buyer terminates this APA other than as provided in Section V.A, the Earnest Money and any interest thereon shall be non-returnable to Buyer and released to Seller by the Escrow Agent within two (2) Business Days of Seller's request.

2. If Seller terminates this APA as provided in Section V.B.4, the Earnest Money and any interest thereon shall be non-returnable to Buyer and released to Seller by the Escrow Agent within two (2) Business Days of Seller's request. If Buyer terminates this APA other than as provided in Section V.B.4, the Earnest Money and any interest thereon shall be returned to Buyer.

3. Following termination of this APA and upon the return to Buyer or release to Seller of the Earnest Money as provided in this Article V, except as otherwise provided herein, neither Party will have any further rights, obligations, or liabilities regarding this APA or this Transaction, and each Party will bear the fees, costs, expenses, travel, inspection, loan, title, survey, and other due diligence costs and expenses.

VI. CLOSING

A. Closing

Subject to the satisfaction or waiver of all Conditions, unless otherwise agreed in writing by the Parties, the Parties shall close this Transaction (the "Closing") on or before July 31, 2024 (the "Closing Deadline," with the actual date of the Closing being the "Closing Date"). The Closing

shall take place in escrow at a title company or as may otherwise be agreed by the Parties. Each Party may, upon written notice to the other Party, exercise a one-time right to extend the Closing Deadline by thirty (30) days. Any other extension of the Closing Deadline shall require written agreement of the Parties.

B. Buyer Closing Deliverables

At the Closing, Buyer shall deliver to Seller the following (collectively, the “Buyer Closing Deliverables”):

1. funds representing the Closing Payment, in U.S. Dollars, less the adjustments and credits provided for in this APA;
2. the Note in the form attached hereto as Exhibit 2, executed by Buyer;
3. the Loan Agreement in the form attached hereto as Exhibit 3, executed by Buyer;
4. the Security Agreement in the form attached hereto as Exhibit 4, executed by Buyer;
5. the Guaranty Agreement in the form attached hereto as Exhibit 5, executed by each Guarantor;
6. the Assignment and Assumption Agreement and Bill of Sale in the form attached hereto as Exhibit 6, executed by Buyer; and
7. documentation demonstrating to Seller’s satisfaction that the transactions contemplated by the Golf Course Purchase Agreement have closed or will close simultaneously with the Closing of this Transaction.

C. Seller Closing Deliverables

At the Closing, Seller shall deliver to Buyer the following (collectively, the “Seller Closing Deliverables”), all in form and content reasonably satisfactory to Buyer:

1. the Note, executed by Seller;
2. the Loan Agreement, executed by Seller;
3. the Security Agreement, executed by Seller;
4. the Assignment and Assumption Agreement and Bill of Sale, executed by Seller; and
5. possession of the Acquired Assets in the condition existing as of the Effective Date, ordinary wear and tear excepted.

VII. PRORATIONS

Seller and Buyer agree to the following prorations and allocations effective as of the Closing:

A. Income and Expenses

1. Except as provided elsewhere in this APA, all income, expenses, and operating costs arising out of or relating to the operation of the Golf Course or the Acquired Assets shall be prorated between Seller and Buyer in accordance with generally accepted accounting standards as of midnight of the Closing Date, such that Seller receives that part of income and pays that part of the expenses and operating costs attributable to the period before the Closing Date, and Buyer receives or pays that part attributable to the period on and after the Closing Date. Seller and Buyer shall jointly prepare an accounting of all income and expenses prior to the Closing, and the net amount due from either Party to the other shall be paid or credited at Closing.

2. Final readings on all gas, water, and electric meters shall be made as of the Closing Date, if possible. Seller shall be responsible for all charges for consumption of utilities before the Closing Date, and Buyer shall be responsible for utility charges on and after the Closing Date. Any deposits made by Seller with utility companies shall be returned to Seller. Buyer shall be responsible for making all arrangements for the continuation of utility services and the payment of the charges therefor.

B. Adjustments to Prorations and Allocations; Finality

If any prorations or allocations made pursuant hereto shall prove incorrect for any reason whatsoever, or in the event the prorations or allocations are estimated on the most currently available (rather than based on the actual final) bills, either Party shall be entitled to an adjustment to correct the incorrect prorations or allocations provided that it makes written demand on the other Party within thirty (30) days after the Closing Date. Such written demand shall state with specificity the basis for the demand and include documentation supporting the demand. A Party receiving a written demand for an adjustment shall have ten (10) days to satisfy the demand or object to it in writing with specificity and supporting documentation. Except as otherwise set forth herein, all prorations and allocations shall be final and binding as of the Closing. The provisions of this Section VII.B shall survive Closing.

C. Commission to Seller's Broker

At the Closing, Seller shall pay a commission to its broker pursuant to the agreement between Seller and its broker.

D. Attorney's Fees

Except as provided elsewhere in this APA, each of the Parties will pay its own attorneys' fees in connection with negotiating, drafting, and finalizing this APA and the Other Transaction Agreements and consummating this Transaction.

VIII. OPERATION PRIOR TO CLOSING AND PROPERTY TRANSITION

A. Normal Operations

During the period between the Effective Date and the Closing Date (the "Executory Period"), Seller shall operate, maintain, and repair the Acquired Assets in the ordinary course of business and in accordance with the practices and standards that exist as of the Effective Date.

B. Inventory and Trade Accounts Payable

1. Sale of Inventory

The Parties acknowledge and agree that Seller will continue, during the Executory Period, to sell, use, consume, or otherwise dispose of Inventory. As provided in Section IV.A, Buyer may inspect the Inventory during the Inspection Period. Pursuant to Article XI, Buyer is acquiring the Inventory as-is, and Seller makes no representation or warranty regarding the quality, nature, adequacy, value, or physical condition of the Inventory that Buyer will acquire in this Transaction.

2. Purchase of Inventory

The Parties recognize that Seller may continue, during the Executory Period, to order and anticipate the delivery of certain items of Inventory and that some such Inventory items will be delivered before the Closing Date and some after. The Parties hereby agree that Seller shall pay the cost of any Inventory item delivered before the Closing Date and that Buyer shall pay the cost of any Inventory item delivered on or after the Closing Date.

3. Survival

The provisions of this Section VIII.B shall survive the Closing.

C. Purchase of the Golf Course and the City-Owned Personal Property

During the Executory Period, Buyer shall keep Seller fully informed of Buyer Group's progress in, and the status of, negotiating and finalizing the Golf Course Purchase Agreement, as well as any financing Buyer Group has or will attempt to acquire in connection with the Golf Course Purchase Agreement. Buyer shall provide Seller with a copy of (i) the Golf Course Purchase Agreement upon its execution and (ii) the funding commitment if Buyer Group is obtaining third-party financing for such transaction. Each Party acknowledges and agrees that the other Party may communicate and exchange information with the City in connection with the Golf Course Purchase Agreement.

D. Seller Employees

Not later than the Closing, Seller will terminate all of its employees at the Golf Course, and Buyer may hire such employees as Buyer may desire.

E. Excluded Contracts

Effective not later than the Closing Date, Seller shall terminate all Excluded Contracts at the sole cost and expense of Seller in accordance with the terms and conditions of the Excluded Contracts. During the Executory Period, Seller, without incurring any out-of-pocket costs not otherwise reimbursed by Buyer, shall reasonably cooperate and assist Buyer in identifying Persons who provide goods and services to the Golf Course so that Buyer may, if it chooses, establish its own business relationships with such Persons.

F. Liquor Permit

The Parties acknowledge that, subject to those requirements and conditions established from time to time by the applicable Governmental Authorities, the liquor permit Seller uses at the Restaurant is not freely assignable, and that Buyer shall be obligated to apply for a liquor permit in its name if Buyer wishes to sell alcoholic beverages at the Restaurant. Seller, without incurring any out-of-pocket costs not otherwise reimbursed by Buyer, shall reasonably cooperate and assist Buyer in obtaining a permit for the purchase, sale, and service of alcoholic beverages at the Restaurant. The obligation set forth in this Section VIII.F shall survive Closing.

IX. EXCLUSIVITY

From the Effective Date to the earlier to occur of (i) the Closing or (ii) the termination of this APA, Seller shall not market or solicit any offer from any Person relating to the sale, transfer, or other disposition of any or all of the Acquired Assets, except in the ordinary course of business.

X. REPRESENTATIONS AND WARRANTIES BY SELLER

Seller represents and warrants to Buyer that, to Seller's Knowledge, the statements contained in this Article X are true, correct, and complete as of the Effective Date and will be true, correct, and complete as of the Closing Date.

A. Organization of Seller

Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State under which it was formed or is organized. Seller is duly qualified or licensed to do business in each of the jurisdictions in which it does business.

B. Authorization of Transaction

Seller has full limited liability company power, right, and authority to enter into and perform its obligations under this APA and the Other Transaction Agreements to which it is (or shall be) a Party. This APA and the Other Transaction Agreements to which Seller is (or shall be) a Party have been duly executed and delivered by Seller, and assuming due and valid authorization, execution, and delivery hereof and thereof by the other Parties hereto and thereto, constitute the valid and legally binding obligation of Seller enforceable against Seller in accordance with their respective terms.

C. No Conflicts, Approvals, or Consents

The execution, delivery, and performance of this APA and the Other Transaction Agreements by Seller, and the consummation of the Transaction, do not and will not (i) (A) conflict with, constitute a breach, violation, or default of, result in or give to any Person any right of termination, cancellation, acceleration, or modification or any right to increased, additional, accelerated, or guaranteed payments (including any change-of-control payments) or (B) result in or constitute a circumstance that, with or without notice or lapse of time or both, would constitute any of the foregoing, in each case, in, for, with respect to or under any Contract; (ii) violate any Law; (iii) give rise to or impose any Lien or Liability on any Acquired Assets; or (iv) constitute a breach or violation of, or a default under, Seller's Charter Documents.

D. Bankruptcy

Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this APA or the Other Transaction Agreements.

XI. SELLER DISCLAIMER; AS-IS NATURE OF SALE

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER, ITS AFFILIATES, AND ITS REPRESENTATIVES AND BROKERS HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO BUYER GROUP OR ANY OTHER PERSON REGARDING THE GOLF COURSE, THE ACQUIRED ASSETS, THE ASSUMED LIABILITIES, OR THIS TRANSACTION, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN, BUYER, ON BEHALF OF ITSELF AND BUYER GROUP, ACKNOWLEDGES THAT THE ACQUIRED ASSETS AND THE ASSUMED LIABILITIES ARE CONVEYED OR ASSIGNED "AS IS," "WHERE IS" AND "WITH ALL FAULTS," WITHOUT REPRESENTATION, RECOURSE, OR WARRANTY, AND THAT ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. FURTHERMORE, BUYER, ON BEHALF OF ITSELF AND BUYER GROUP, ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER AND ITS AFFILIATES HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATION OR WARRANTY TO BUYER GROUP OR ANY OTHER PERSON CONCERNING (AND BUYER GROUP IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, MADE BY SELLER OR ITS AFFILIATES AS TO ANY MATTER CONCERNING) THE GOLF COURSE, THE ACQUIRED ASSETS, THE ASSUMED LIABILITIES, OR THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING: (1) ANY USE TO WHICH THE GOLF COURSE OR ACQUIRED ASSETS MAY BE PUT; (2) ANY FUTURE REVENUES, COSTS, EXPENDITURES, CASH FLOW, RESULTS OF OPERATIONS, FINANCIAL CONDITION, OR PROSPECTS THAT MAY RESULT FROM THE OWNERSHIP, USE, OR SALE OF THE GOLF COURSE OR THE ACQUIRED ASSETS OR THE ASSUMPTION OF THE ASSUMED LIABILITIES; (3) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR RELATED PERSONS; (4) THE QUALITY, NATURE, ADEQUACY, VALUE, OR THE PHYSICAL CONDITION OF THE GOLF COURSE OR THE ACQUIRED ASSETS, INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL AND SEISMIC ASPECTS OF THE GOLF COURSE, THE FOUNDATION, ROOF, APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES OF THE GOLF COURSE OR THE ACQUIRED ASSETS, THE ELECTRICAL, MECHANICAL, HVAC, PLUMBING, SEWAGE, UTILITY SYSTEMS, FACILITIES AND APPLIANCES OF THE GOLF COURSE OR THE ACQUIRED ASSETS, AND, OTHERWISE, THE CONDITION OF THE GOLF COURSE OR THE ACQUIRED ASSETS; (5) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF THE SOILS,

GEOLOGY, AND ANY GROUNDWATER ON OR IN THE VICINITY OF THE GOLF COURSE OR THE ACQUIRED ASSETS; (6) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF UTILITIES SERVING THE GOLF COURSE OR THE ACQUIRED ASSETS; (7) THE POTENTIAL OPERATION OR TENANTABILITY OF THE GOLF COURSE OR THE ACQUIRED ASSETS AND THE USES, HABITABILITY, MERCHANTABILITY, OR THE FITNESS, SUITABILITY, VALUE, OR ADEQUACY OF THE GOLF COURSE OR THE ACQUIRED ASSETS FOR ANY PARTICULAR PURPOSE; (8) THE ZONING OR OTHER LEGAL STATUS OF THE GOLF COURSE OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS AFFECTING THE GOLF COURSE OR THE ACQUIRED ASSETS; (9) COMPLIANCE OF THE GOLF COURSE OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND/OR RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (10) THE PRESENCE OF HAZARDOUS MATERIALS IN, ON, UNDER OR ABOUT THE GOLF COURSE OR THE ACQUIRED ASSETS OR THE ADJOINING OR NEIGHBORING PROPERTIES OR IN ANY WATER UNDER OR ON THE GOLF COURSE OR THE ACQUIRED ASSETS (THE CLOSING HEREUNDER SHALL BE DEEMED AN EXPRESS WAIVER OF BUYER'S RIGHT TO CAUSE SELLER TO BE JOINED IN ANY ACTION BROUGHT UNDER ANY ENVIRONMENTAL LAW); (11) THE QUALITY OF ANY LABOR AND MATERIALS USED TO CONSTRUCT ANY IMPROVEMENTS; (12) THE CONDITION OF TITLE TO THE GOLF COURSE OR THE ACQUIRED ASSETS; (13) ANY LEASES, SERVICE AGREEMENTS, OR OTHER AGREEMENTS AFFECTING THE GOLF COURSE OR THE ACQUIRED ASSETS, AND (14) THE ECONOMICS OF THE OPERATION OR OWNERSHIP OF THE GOLF COURSE OR THE ACQUIRED ASSETS. BUYER, ON BEHALF OF ITSELF AND BUYER GROUP, ACKNOWLEDGES AND AGREES THAT IT HAS RELIED AND IS RELYING ON ITS OWN DUE DILIGENCE, INVESTIGATION, AND EXPERTISE AND IS NOT RELYING ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF SELLER. MORE SPECIFICALLY, BUYER, ON BEHALF OF ITSELF AND BUYER GROUP, ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS OWN INSPECTIONS OF THE GOLF COURSE AND THE ACQUIRED ASSETS AND ON THE REPORTS, DOCUMENTS, STUDIES, EXAMINATIONS, AND INFORMATION PERTAINING TO THE GOLF COURSE AND THE ACQUIRED ASSETS PROVIDED TO BUYER GROUP BY THIRD PARTIES ENGAGED BY BUYER GROUP IN DETERMINING THE CONDITION OF THE GOLF COURSE AND ACQUIRED ASSETS, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF SELLER, ITS AFFILIATES, AND ITS REPRESENTATIVES AND BROKERS, IT BEING EXPRESSLY AGREED AND UNDERSTOOD THAT SELLER SHALL NOT BE LIABLE AND HEREBY DISCLAIMS AND BUYER, ON BEHALF OF ITSELF AND BUYER GROUP, RELEASES SELLER, ITS AFFILIATES, AND ITS REPRESENTATIVES AND BROKERS FROM ANY AND ALL LIABILITY FOR THE COMPLETENESS, ACCURACY, OR INACCURACY OF ANY OF THE DUE DILIGENCE MATERIALS, OTHER MATERIALS, REPORTS, STUDIES, EXAMINATIONS, DOCUMENTS AND/OR INFORMATION PROVIDED TO BUYER GROUP. EXCEPT AS PROVIDED HEREIN AND IN ANY CLOSING DELIVERABLES, BUYER, ON BEHALF OF ITSELF AND BUYER GROUP, HEREBY RELEASES SELLER, ITS AFFILIATES, AND ITS REPRESENTATIVES AND BROKERS AND WAIVES AND RELEASES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO ASSERT ANY CLAIM AGAINST SELLER, ITS AFFILIATES, AND ITS REPRESENTATIVES AND BROKERS FOR ANY DAMAGE OR LIABILITY RESULTING

FROM ANY MATTER PERTAINING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR TO ANY OTHER MATTER REFERRED TO ABOVE IN THIS PROVISION, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THE PROVISIONS OF THIS ARTICLE XI SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS APA AND SHALL BE INCORPORATED BY REFERENCE INTO THE OTHER TRANSACTION AGREEMENTS.

XII. REPRESENTATIONS AND WARRANTIES BY BUYER GROUP

Buyer, on behalf of itself and each Owner, represents and warrants to Seller that, to Buyer's Knowledge, the statements contained in this Article XII are true, correct, and complete as of the Effective Date and will be true, correct, and complete as of the Closing Date.

A. Organization of Buyer; Name

Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State under which it was formed or is organized. Buyer is duly qualified or licensed to do business in each of the jurisdictions in which it does business. Buyer's exact legal name as it appears on the Articles of Organization filed with the Ohio Secretary of State is "Reid Golf LLC."

B. Ownership of Buyer

The following Persons individually or collectively, own and Control one hundred percent (100%) of the Ownership Interests in Buyer: (i) Pawan Kumar (Kevin) Challa, (ii) Prabhakar Kesari (Ramp) Reddy, and (iii) Akshetha Kesari Reddy (each an "Owner" and collectively, the "Owners"). Other than the Owners, there are no other Persons who own or Control any Ownership Interests in Buyer, and there are no other Persons who Control Buyer.

C. Control or Ownership of Golf Course

1. As of the Effective Date, one or more of Buyer Group are parties to the Golf Course Purchase Agreement, which has been fully executed by all parties thereto and which is expected to close before or simultaneously with the Closing of the Transactions contemplated by this APA. Buyer has delivered a true and correct copy of the fully executed Golf Course Purchase Agreement to Lender. Upon the closing of the transactions contemplated by the Golf Course Purchase Agreement, one or more of Buyer Group shall be the sole lessees (from the City), or the sole owners, of the Golf Course and the City-Owned Personal Property and (ii) shall have sole Control over the management and operations of the Golf Course.

2. As of the Closing, the transaction contemplated by the Golf Course Purchase Agreement has closed, and one or more of Buyer Group (i) are the sole lessees (from the City), or the sole owners, of the Golf Course and the City-Owned Personal Property and (ii) have sole Control over the management and operations of the Golf Course.

D. Authorization of Transaction

1. Buyer has full limited liability company power, right, and authority to enter into and perform its obligations under this APA and the Other Transaction Agreements to which it is (or shall be) a Party. This APA and the Other Transaction Agreements to which Buyer is (or shall be) a

Party have been duly executed and delivered by Buyer, and assuming due and valid authorization, execution, and delivery hereof and thereof by the other Parties hereto and thereto, constitute the valid and legally binding obligation of Buyer enforceable against Buyer in accordance with their respective terms.

2. Buyer has authority to make the representations and warranties set forth in this Article XII on behalf of each Owner.

E. No Conflicts, Approvals, or Consents

The execution, delivery, and performance of this APA and the Other Transaction Agreements by Buyer, and the consummation of the Transaction, do not and will not (i) (A) conflict with, constitute a breach, violation or default, result in or give to any Person any right of termination, cancellation, acceleration, or modification or any right to increased, additional, accelerated, or guaranteed payments (including any change-of-control payments) or (B) result in or constitute a circumstance that, with or without notice or lapse of time or both, would constitute any of the foregoing, in each case, in, for, with respect to or under any Contract; (ii) violate any Law; (iii) give rise to or impose any Lien or Liability on any Acquired Assets; or (iv) constitute a breach or violation of, or a default under, Buyer's Charter Documents.

F. Bankruptcy

Buyer has not (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Buyer is not insolvent and will not be rendered insolvent by the performance of its obligations under this APA or the Other Transaction Agreements and has sufficient funds to consummate the transactions under and pursuant to this APA and the Other Transaction Agreements and pay existing debts and liabilities as they mature.

XIII. CASUALTY LOSS

Seller shall bear all risk of loss or damage to the Acquired Assets before the Closing. If, during the Executory Period, all or any part of the Acquired Assets are damaged by fire, flood, water, storm, wind, ground movement, casualty, vandalism, or other cause of loss which is not reparable before Closing, Seller shall promptly give written notice to Buyer. Seller shall provide Buyer a written estimate of the cost to repair such damage. If Buyer disagrees with such estimate, Buyer may obtain a written estimate and present the same to Seller. The Parties shall thereafter work in good faith to agree upon an acceptable estimate. If the entire cost to fully repair such damage exceeds Fifty Thousand Dollars (\$50,000) (the "Damage Threshold"), Buyer shall have the right, at Buyer's sole discretion, to terminate this APA at any time before the Closing and receive a return of the Earnest Money and any interest thereon. If, during the Executory Period, all or any part of the Acquired Assets are damaged by less than the Damage Threshold, the Parties shall proceed to Closing as provided in this APA, and Buyer shall receive a credit against the Purchase

Price at Closing for the entire cost of fully repairing the damage based on the mutual determination thereof by the Parties. If the entire cost to fully repair the damage cannot be determined before the Closing, the Parties may either agree in writing to extend the Closing Date or, if the Parties cannot or do not agree to extend the Closing Date, Seller shall deposit into escrow at Closing an amount of money reasonably expected to pay for the entire cost of fully repairing the damage until such time as the exact amount can be determined, at which time any excess deposit in escrow shall be promptly returned to Seller and any shortage in the escrow shall be promptly cured by Seller.

XIV. POST-CLOSING COVENANTS

If, at any time after the Closing, any further action is necessary to carry out the intent and purposes of this APA or the Other Transaction Agreements, each of the Seller and Buyer shall promptly take such further action, including the execution and delivery of such further instruments and documents, as the other Party may reasonably request, and each Party will bear its own costs and expenses of taking such action.

XV. MISCELLANEOUS

A. Complete Agreement

This APA and the Other Transaction Agreements constitute the complete agreement between the Parties and supersede any prior oral or written agreements between such Persons regarding the transactions contemplated herein. There are no agreements, understandings, warranties, or representations between the Parties except as set forth in this APA and the Other Transaction Agreements, and no such Person has executed or authorized the execution of this APA or the Other Transaction Agreements in reliance upon any such agreement, understanding, warranties, or representations. There are no verbal agreements that change this APA or the Other Transaction Agreements.

B. Amendments

The terms of this APA and the Other Transaction Agreements may not be altered, modified, amended, supplemented, or terminated in any manner whatsoever unless in writing and signed by the Parties thereto.

C. Waiver

Except as expressly set forth in this APA or the Other Transaction Agreements, (i) no failure or delay on the part of any Party in the exercise of any right hereunder or thereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant, or agreement contained herein or therein; (ii) any single or partial exercise of any right hereunder or thereunder shall not preclude any other or further exercise thereof or of any other right hereunder or thereunder; (iii) no waiver of any provision hereunder or thereunder shall be deemed or shall constitute a waiver of any other provision hereof or thereof (whether or not similar) or shall constitute a continuing waiver unless otherwise expressly provided; (iv) no waiver of any right or remedy hereunder or thereunder shall be valid unless the same shall be in writing and signed by the Party against whom such waiver is intended to be effective; and (v) failure on the part of a Person to complain of any act of any other Person or to declare any other Person in default hereunder or thereunder, irrespective of how long that failure continues, does not constitute a

waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

D. Assignment

Except as expressly provided herein or therein, no Party may assign its rights and obligations under this APA or the Other Transaction Agreements without the written consent of the other Party. Any such assignment will not relieve such assigning Party of its obligations under such agreement.

E. Successors and Permitted Assigns

This APA and the Other Transaction Agreements shall be binding upon and inure to the benefit of the Parties hereto or thereto and their respective successors and permitted assigns.

F. Severability

Any term or provision of this APA or the Other Transaction Agreements that is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason shall, as to that jurisdiction, be ineffective solely to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this APA or the Other Transaction Agreements or affecting the validity or enforceability of any of the terms or provisions of this APA or the Other Transaction Agreements in any other jurisdiction. Upon such determination that any term or provision is invalid or unenforceable, the Parties shall negotiate in good faith to modify the affected agreement to effect the original intent of the Parties hereto or thereto as closely as possible in a mutually acceptable manner so that the Transaction be as originally contemplated to the greatest extent possible. If any provision of this APA or the Other Transaction Agreements is determined by a court of competent jurisdiction to be so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

G. Survival

Except as otherwise expressly stated herein, all terms of this APA shall terminate at Closing.

H. No Other Third-Party Beneficiaries

1. The relationship between Seller and Buyer shall be solely that of seller and buyer, respectively, and nothing contained in this APA or any Other Transaction Agreement will create any other relationship or will constitute Seller as a joint venturer, partner, or agent of Buyer or render Seller liable for any debts, obligations, acts, omissions, representations, or warranties of Buyer.

2. Except as provided in Section IV.A.3 for the Seller Indemnified Persons, the terms and provisions of this APA and the Other Transaction Agreements are intended solely for the benefit of the Parties hereto or thereto and their respective successors or permitted assigns, and no provision of this APA or the Other Transaction Agreements shall be construed to confer any right, remedy, benefit, or Claim on any other Person.

I. Counterparts

This APA and the Other Transaction Agreements may be executed in counterparts (including the execution of counterpart signature pages), each of which shall be an original, and all of which counterparts taken together shall constitute one and the same agreement. Signatures may be delivered by facsimile or electronic delivery, and such signatures shall be binding on the Parties hereto or thereto.

J. Business Day

If any date or deadline in this APA or the Other Transaction Agreements occurs on a day that is not a Business Day, the date or deadline shall be extended to be the next day that is a Business Day.

K. Construction

The negotiation and drafting of this APA and the Other Transaction Agreements have been jointly conducted by the Parties hereto or thereto. In the event any ambiguity or question of intent or interpretation arises, this APA and the Other Transaction Agreements shall be construed as if drafted jointly by all Parties hereto or thereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this APA or the Other Transaction Agreements.

L. Representation by Counsel

The Parties to this APA and the Other Transaction Agreements represent and acknowledge that each has been represented by or had the opportunity to be represented by independent counsel of its own choosing and that each has had the full right and opportunity to consult with its counsel to the extent that it desired, if any, it availed itself of the opportunity, and that it or its authorized representatives have carefully read and fully understand this APA and the Other Transaction Agreements in their entirety. Each such Person further acknowledges and stipulates that it is a sophisticated person regarding this Transaction, that each is on equal footing with and has equal bargaining power with the other Parties, and that each understands the allocation of business and legal risks in this APA and the Other Transaction Agreements.

M. No Recording of Agreement

The Parties agree that this APA and the Other Transaction Agreements (and any memorandum or notice hereof) shall not be recorded.

N. Electronic Execution

The words “executed,” “execution,” “signed,” “signature,” and words of similar import in this Note shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under Law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. Law §§ 301-309), Ohio Uniform Electronic Transactions Act, Ohio. Rev. Stats. §§ 1306.01

et. seq., or any other similar state laws based on the Uniform Electronic Transactions Act.

O. Governing Law

THIS APA AND THE OTHER TRANSACTION AGREEMENTS, INCLUDING THE FORMATION, BREACH, TERMINATION, VALIDITY, INTERPRETATION, AND ENFORCEMENT HEREOF OR THEREOF, AND THE TRANSACTION, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

P. Waiver of Jury Trial

EACH OF THE PARTIES ON BEHALF OF THEMSELVES AND THEIR AFFILIATES, TRANSFEREES, ASSIGNEES, SUCCESSORS, AND LEGAL REPRESENTATIVES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, SUIT, ACTION, OR OTHER PROCEEDING (I) ARISING OUT OF OR RELATING IN ANY WAY TO THIS APA, THE OTHER TRANSACTION AGREEMENTS, OR THE TRANSACTION OR (II) BETWEEN THE PARTIES.

Q. Mediation

If any Claim (i) arising out of or relating in any way to this APA, the Other Transaction Agreements, or the Transaction or (ii) between the Parties hereto or thereto cannot be settled through direct discussions, the Parties shall first endeavor to settle it amicably by mediation to be held in Clark County, Ohio. The mediation will be completed within thirty (30) days of receipt of written demand for mediation. Notwithstanding any other provision of this APA or the Other Transaction Agreements to the contrary and subject to XV.R, no Party shall be precluded from seeking specific performance, injunctive relief, or a temporary restraining order before implementing procedures for mediation, provided that such Party determines in the good-faith exercise of its reasonable best judgment that it will suffer irreparable harm or injury by any delay caused by mediation.

R. Consent to Jurisdiction; Venue

Subject to Section XV.Q, each of the Parties to this APA and the Other Transaction Agreements irrevocably submits to the exclusive jurisdiction of any state and federal court covering Clark County, Ohio for purposes of any Claim (i) arising out of or relating in any way to this APA, the Other Transaction Agreements, or the Transaction or (ii) between the Parties. Each of such Parties further agrees that service of any process, summons, notice, or document sent by U.S. certified mail to such Person's respective address as established under Section XV.T, if applicable, shall be effective service of process for any Claim with respect to any matters to which it has submitted to jurisdiction as set forth in this Section XV.R. Each of such Parties irrevocably and unconditionally waives any objection to the laying of venue of any Claim with respect to any matters to which it has submitted to jurisdiction as set forth in this Section XV.R in any state and federal court covering Clark County, Ohio and hereby further irrevocably and unconditionally

waives and agrees not to plead or claim in any such court that any such Claim brought in any such court has been brought in an inconvenient forum.

S. Attorney's Fees and Costs

In the event of any arbitration or litigation arising from breach of this APA or the Other Transaction Agreements, in addition to the relief awarded, the Prevailing Party shall be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

T. Notices

Except as may otherwise be specified in the Other Transaction Agreements, all notices or demands required or permitted under this APA and the Other Transaction Agreements shall be in writing, duly signed by or identifiable to the Party giving such notice, and shall be delivered, faxed, emailed, or mailed by registered or certified mail or by recognized overnight delivery or courier service (e.g., Federal Express) as follows:

If to Seller:	Reid Park Limited Attention: Alan E. Collins Title: Managing Member 536 Archer Lane Springfield, Ohio 45503 Email: alan@collins64.com Phone: (937) 631-3400
If to Buyer:	Reid Golf LLC Attention: Prabhakar Kesari (Ramp) Reddy Title: Managing Member Email: rampaparker@yahoo.com Phone: (513) 290-8846

A notice or demand will be deemed received upon the earlier to occur of (i) actual receipt; (ii) if personally delivered, upon receipt; (iii) if sent by recognized overnight delivery or courier service, one (1) Business Day after deposit with such carrier; (iv) if sent by facsimile or email, upon transmission with confirmation of delivery; or (v) if sent by registered or certified mail, three (3) Business Days after deposit in the mail. Any Party may change its address for the service of notice by giving notice of such change to the other Party five (5) Business Days before the effective date of such change. The Parties agree to promptly confirm receipt of notices sent via email.

U. Time

Time is of the essence for this APA and the Other Transaction Agreements.

V. Incorporation by Reference to the Other Transaction Agreements

All provisions of this Article XV shall be incorporated by reference into the Other Transaction Agreements as if fully set forth therein; provided, however, because the Loan Documents have their own Miscellaneous Terms, the provisions of this Article XV shall not be

incorporated by reference into the Loan Documents.

[The remainder of this page was intentionally left blank. Signature pages follow.]

WHEREAS, Seller and Buyer have executed this APA as of the Effective Date.

SELLER

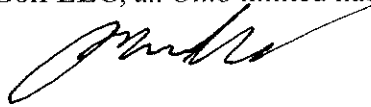
Reid Park Limited, an Ohio limited liability company

ALAN E COLLINS

By: _____
Alan E. Collins
Manager

BUYER

Reid Golf LLC, an Ohio limited liability company

By: _____

Prabhakar Kesari (Ramp) Reddy
Managing Member

APPENDIX – DEFINITIONS

As used in this APA and the Other Transaction Agreements (and any exhibit or schedule attached hereto), capitalized terms not otherwise defined shall have the meanings set forth in this Appendix.

“Acquired Assets” has the meaning set forth in Section I.A.

“Acquired Equipment” means the Equipment that Seller will transfer to Buyer at the Closing as identified on Schedule B.

“Acquired Inventory” means the Inventory that Seller will transfer to Buyer at the Closing as identified on Schedule C.

“Affiliate” means any Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, the term “control,” “controlling,” “controlled by,” or “under common control with” means the possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract, or otherwise.

“APA” has the meaning set forth in the preamble to this Asset Purchase Agreement.

“Assumed Contracts” means those Seller Contracts that Seller will assign to Buyer and Buyer will assume from Seller as identified on Schedule A.

“Assumed Liabilities” has the meaning set forth in Section I.B.

“Borrower” has the meaning set forth in the Note.

“Business Day” means any day other than a Saturday, Sunday, or federal holiday.

“Buyer” has the meaning set forth in the preamble to this APA.

“Buyer Closing Deliverables” has the meaning set forth in Section VI.B.

“Buyer Group” has the meaning set forth in the preamble to this APA.

“Buyer’s Knowledge” means the current actual knowledge without inquiry or investigation of the Owners.

“Cart Rental Pass” has the meaning set forth in Schedule A-7.

“Charter Documents” means any corporate, partnership, or limited liability company organizational or corporate governance documents, including, without limitation, Certificates or Articles of Incorporation, Bylaws, Certificates of Formation, Operating Agreements, Certificates of Limited Partnership, Partnership Agreements, Shareholder Agreements, and Certificates of Existence, as applicable.

“City” has the meaning set forth in the Recitals of this APA.

“City-Owned Personal Property” has the meaning set forth in the Recitals to this APA.

“Claim” means any actual or potential loss, injury, cause of action, demand, claim, counterclaim, cross-claim, third-party claim, action, suit, litigation, investigation, legal proceeding (whether at law or in equity), petition, complaint, notice of violation, arbitration, or similar proceeding, whether civil, criminal, administrative, arbitral, or investigative.

“Closing” has the meaning set forth in Section VI.A.

“Closing Date” has the meaning set forth in Section VI.A.

“Closing Deadline” has the meaning set forth in Section VI.A.

“Closing Payment” has the meaning set forth in Section II.B.1.a.

“Club Credit” means the club credit as reflected on Seller’s Balance Sheet, which reflects unclaimed gift certificates and similar credits issued by Seller from time to time.

“Condition” means the Inspection Condition, the Golf Course Lease Termination Condition, and/or the Golf Course Purchase Condition.

“Contract” means any written contract, lease, license, evidence of indebtedness, mortgage, indenture, purchase order, binding bid, letter of credit, security agreement, instrument, agreement, undertaking, binding commitment, or other legally binding arrangement, including all amendments, supplements, modifications, side letters, agreements, or waivers relating thereto.

“Control” means the possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Earnest Money” has the meaning set forth in Section II.A.1.

“Effective Date” has the meaning set forth in the preamble to this APA.

“Environmental Laws” means all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act,

as amended (42 U.S.C. §§ 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

“Escrow Agent” has the meaning set forth in Section II.A.1.

“Escrow Agreement” has the meaning set forth in Section II.A.4.

“Excluded Assets” has the meaning set forth in Section I.C.1.

“Excluded Contracts” means those Seller Contracts that are not Assumed Contracts, including, but not limited to, Seller Contracts with vendors, suppliers, utilities, Equipment providers, Inventory providers, technology providers, lenders, banks or other financial institutions, governmental agencies, service providers, employees, contractors, and all other Persons who provide goods or services to Buyer in connection with its operation of the Golf Course.

“Excluded Liabilities” has the meaning set forth in Section I.C.2.

“Executory Period” has the meaning set forth in Section VIII.A.

“Five-Day Anniversary Membership” has the meaning set forth in Schedule A-1.

“Five-Day No Fee Golf Pass” has the meaning set forth in Schedule A-3.

“Golf Course” has the meaning set forth in the Recitals to this APA.

“Golf Course Lease” has the meaning set forth in the Recitals to this APA.

“Golf Course Lease Termination Agreement” has the meaning set forth in the Recitals to this APA.

“Golf Course Lease Termination Condition” has the meaning set forth in Section IV.B.

“Golf Course Purchase Condition” has the meaning set forth in Section IV.C.

“Golf Course Purchase Agreement” has the meaning set forth in the Recitals to this APA and shall also include any financing Buyer has or will attempt to acquire in connection with the purchase of the Golf Course.

“Golf Course Purchase LOI” has the meaning set forth in the Recitals to this APA.

“GolfNow Account” has the meaning set forth in Section I.A.4.d.

“Governmental Authority” means (a) any entity exercising executive, legislative, judicial, regulatory, or administrative functions of, or pertaining to, any government or any Law, including, any agency, department, board, commission, or instrumentality of any country (or any state, district or political subdivision thereof); (b) any governmental or quasigovernmental body administering, regulating, or having general oversight over electricity, power, or other energy-related markets; or (c) any tribunal, court, arbiter, including a nongovernmental arbitration panel, or other similar administrative or governmental authority of competent jurisdiction.

“Guarantor” has the meaning set forth in the Guaranty Agreement.

“Guaranty Agreement” has the meaning set forth in Section II.B.1.b.

“Hazardous Materials” means: (a) those substances included within the definitions of any one or more of the terms “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes,” and “toxic pollutants,” as such terms are defined under the Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas and any mixtures thereof; (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite, and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl (“PCBs”) or PCB-containing materials or fluids; (f) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (g) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring, or remediation.

“Inspection Condition” has the meaning set forth in Section IV.A.1.

“Inspection Deadline” has the meaning set forth in Section IV.A.1.

“Inventory” means the Pro Shop Inventory, the Restaurant Inventory, the Maintenance Inventory, and all other inventory, items for sale or rent, packaging, supplies, parts, and other inventories that constitute or relate to the Golf Course, if any, that is owned by Seller, specifically excluding the Equipment.

“Law” means any applicable statute, law (statutory or common law), rule, regulation, ordinance, code, order, standard, requirement, decree, executive order, ruling, decision, writ, judgment, injunction, ruling, or award issued by or other pronouncement having the effect of law of any Governmental Authority.

“Lender” has the meaning set forth in the Note.

“Liability” means, with respect to any Person, any actual or potential liability or obligation of such Person of any kind, character, theory of Law, or description, whether known or unknown, secured or unsecured, joint or several, vested or unvested, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, due or to become due, executory, determined, determinable, or otherwise, and regardless of when sustained, incurred, or asserted or when the relevant events occurred or circumstances existed, including all costs and expenses relating thereto, including without limitation, actual or potential damages, judgments, losses, awards, amounts paid in settlement, deficiencies, expenses (including interest, court costs, reasonable fees of attorneys, accountants, and other experts, and other reasonable costs of litigation, arbitration, or similar proceedings, as applicable), obligations, commitments, assessments, costs, losses, expenditures, charges, fees, penalties, fines, contributions, or premiums of any kind or nature whatsoever.

“Lien” means any recorded or unrecorded liens (statutory or otherwise), security interests, financing statements, pledges, charges, mortgages, deeds of trust, options, warrants, purchase rights, restrictions on transfer, leases, licenses, easements, reservations, rights of way, use restrictions on the title of a property, encroachments, attachments or encumbrances of any kind or nature

whatsoever, except, in each case, for Liens for utilities and Taxes that are not yet due or delinquent or that are being contested in good faith through appropriate proceedings and which Taxes would constitute Excluded Liabilities.

“Loan” means the loan evidenced by the Note (as the same may be amended, supplemented, amended, and restated, or otherwise modified from time to time).

“Loan Documents” means the Note, the Loan Agreement, the Security Agreement, the Guaranty Agreement, all other guaranties, all indemnity agreements, all collateral agreements, UCC filings, and any other agreements or instrument now or in the future executed by Lender, Borrower, any Guarantor, or any other Person in connection with the Loan.

“Maintenance Barn” means the maintenance barn at the Golf Course, which is operated by Seller.

“Maintenance Inventory” means all chemicals, seed, fertilizer, fuel, and similar items, if any, located in, at, or on the Maintenance Barn at the Golf Course relating to or used in connection with operating and maintaining the Golf Course.

“Note” has the meaning set forth in Section II.B.1.b.

“Other Transaction Agreements” means the Assignment and Assumption Agreement and Bill of Sale, the Security Promissory Note, the Security Agreement, the Guaranty Agreement, and all other agreements, exhibits, schedules, documents, instruments, and certificates that are being entered into, contemplated by, incorporated herein, and/or being delivered pursuant to or in connection with this APA or this Transaction.

“Owner” has the meaning set forth in Section XII.B.

“Ownership Interest” means any direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities and Exchange Act of 1934) of any voting securities, other voting interests, equity securities, other equity interests, and any other ownership, economic, equity or other interests in a Person (including, but not limited to, capital stock, membership interests, and partnership interests), as well as any options, warrants, calls, conversion rights, preemptive rights, rights of first refusal, redemption rights, repurchase rights, “tag-along” or “drag along” rights, or other similar rights.

“Party” and “Parties” have the meanings set forth in the preamble to this APA.

“Person” means any individual natural person, sole proprietorship, partnership, limited liability company, joint venture, trust, charitable organization, unincorporated association, corporation, entity, or Governmental Authority.

“Prevailing Party” means the Party obtaining substantially the relief sought, whether by compromise, settlement, or judgment.

“Private Cart Storage Membership” has the meaning set forth in Schedule A-6.

“Pro Shop” means the pro shop at the Golf Course, which is operated by Seller.

“Pro Shop Inventory” means all golf balls, golf clubs, golf bags, golf apparel, golf paraphernalia, and other items for sale or use, if any, located in, at, or on the Pro Shop.

“Purchase Price” has the meaning set forth in Section II.B.

“Reduced Fee Golf Pass” has the meaning set forth in Schedule A-5.

“Restaurant” means the restaurant at the Golf Course, which is operated by Seller.

“Restaurant Inventory” means all unused uniforms, food, alcoholic and non-alcoholic beverages, paper products, and unopened cleaning supplies, if any, located, in, at, or on the Restaurant.

“Loan and Security Agreement” has the meaning set forth in Section II.B.1.b.

“Seller” has the meaning set forth in the preamble to this APA.

“Seller Closing Deliverables” has the meaning set forth in Section VI.C.

“Seller Indemnified Person” has the meaning set forth in Section IV.A.3.

“Seller’s Knowledge” means the current actual knowledge without inquiry or investigation of Alan E. Collins.

“Seven-Day Anniversary Membership” has the meaning set forth in Schedule A-2.

“Seven-Day No Fee Golf Pass” has the meaning set forth in Schedule A-4.

“Tax” or “Taxes” means any U.S. federal, state, local or non-U.S. present or future taxes, charges, fees, imposts, duties, levies, or other assessments, which shall include all or any such tax on net income, alternative minimum, gross receipts, capital, sales, use, gains, ad valorem, value added, transfer, franchise, profits, inventory, agriculture, agricultural use, goods and services, capital stock, license, withholding, payroll, employment, social security, unemployment, disability, welfare, workers’ compensation, excise, severance, stamp, documentary stamp, occupation, real or personal property, mortgage recording, estimated and other taxes of the same or of a similar nature to any of the foregoing, together with any interest, penalties, or additions thereto imposed by a Governmental Authority whether or not shown as due and owing on a Tax Return and whether disputed or not.

“Transaction” means the transactions contemplated by this APA.

“Transfer” means a sale, assignment, gift, transfer, devise, distribution, exchange, mortgage, pledge, grant of any Ownership Interest, or other conveyance or encumbrance (including by operation of Law) or the acts thereof, including, but not limited to, any such conveyance resulting from the death of any individual or the winding-up, dissolution, liquidation, or termination of any Person.

EXHIBITS

EXHIBIT 1 – GOLF COURSE PURCHASE LOI

EXHIBIT 2 – SECURED PROMISSORY NOTE

EXHIBIT 3 – LOAN AGREEMENT

EXHIBIT 4 – SECURITY AGREEMENT

EXHIBIT 5 – GUARANTY AGREEMENT

EXHIBIT 6 – ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

EXHIBIT 1 – GOLF COURSE PURCHASE LOI



Date: 5.10.24

RE: **Letter of Intent** to purchase the following Real Property: "The Golf Course"

[33007000152001016](#) 13.74 Acres

[33007000152001015](#) 7.31 Acres

[33007000151001003](#) 10.00 Acres

[33007000151001002](#) 30.00 Acres

[33007000163041001](#) 33.70 Acres

[34007000224181002](#) 14.31 Acres

[33007000151001001](#) 113.42 Acres

[33007000212041003](#) 54.49 Acres

[3300700021203004](#) 17.70 Acres

[33007000153051026](#) 83.98 Acres

To: City of Springfield
Bryan Heck – City Manager

This Letter of Intent is for the purpose of outlining the intentions of our clients, Prabhakar Reddy, Akshetha Reddy, Pawan Challa and/or assigns, with respect to the purchase of the real property. If the Seller agrees with the terms below, the Seller will prepare a lease-to-purchase agreement for Buyer's review, incorporating these and additional terms.

Projected Use: Golf Course + other potential mixed-use development

PURCHASE PRICE: \$900,000

CLOSING DATE: The Seller, who is currently party to a real estate lease agreement for The Golf Course, plans to conclude this lease and initiate a lease-to-purchase agreement with the Buyer. The closing between the Buyer and Seller is scheduled to take place ~~18 months after commencement of the lease-to-purchase agreement.~~ on or before December 31, 2025.

PKR
05/21/24
2:16 PM EDT
dotloop verified

EARNEST MONEY: \$100,000 non-refundable; to be applied to purchase price at closing.

OWNERSHIP: Seller represents that they are the fee owners of the Property and that no approvals or consents from any third parties are required to complete a sale. Buyer would like to use ORET as the Buyer's closing agent.

TITLE & DEED: ~~Seller shall obtain, at Seller's sole cost and expense, a Commitment for an ALTA Owner's Title Insurance Policy in the amount of the Purchase Price.~~ Any title insurance policy shall be at the sole expense of the Purchaser. Seller shall provide a title commitment from a mutually agreeable title company ("Title Company") within ten (10) days after the Purchase Agreement is fully executed. Purchaser shall have ten (10) days to review the title and either approve the condition of title or cancel the purchase agreement. Seller shall convey title to the Property by Warranty Deed (the "Deed").

PKR
05/21/24
2:16 PM EDT
dotloop verified

REAL ESTATE TAXES / SPECIAL ASSESSMENTS: Seller shall pay all real estate taxes due and payable in the years prior to the closing. Real estate taxes due and payable in the year of closing shall be prorated between the parties. Seller shall pay any/all existing special assessments on the Property at or prior to closing, and up to the date of closing, such assessments shall be prorated in the same manner as real estate taxes.

DUE DILIGENCE: Seller agrees that the following conditions to be completed, or waived, at Buyers expense, within an expedited manner, such as within ninety (90) days of an executed Agreement (the "Due Diligence Period"). Due Diligence period will begin after the seller provides the following:

1. Satisfactory condition of title.
2. Satisfactory ALTA survey of Property if one is available.
3. Satisfactory environmental reports and conditions relevant to Property. Seller to provide any relevant documents it has in its possession within five (5) days of a fully executed purchase agreement.
4. Any restrictive covenants, deed covenants, financial considerations, or like agreements which shall carry with the Property.
5. All documents reflecting any leasehold interests in the Property.
6. Satisfactory property condition & inspection
7. Seller to provide survey.

UNILATERAL RIGHT TO EXTEND: Buyer or Seller have the option to extend the closing date by 30 days by giving written notice.

CLOSING: Closing shall occur on or before ~~the date that is 18 months from the mutually executed lease-assignment.~~ on or before December 31, 2025.

PKR
05/21/24
2:16 PM EDT
dotloop verified

Additional Terms:

1. Utilities- for the lease-to-purchase agreement, Buyer shall assume all gas, electric, and other utilities (prorated).
2. Recreational Equipment - The lease-to-purchase agreement will include The City of Springfield removing the playground equipment located on the property at no cost.
3. The 17.70 acres will be included as a part of the lease-to-purchase agreement. (This is where the playground equipment currently sits)

This Letter of Intent shall not constitute a binding offer to purchase or a binding offer to sell. If the terms stated above are acceptable, please sign and return this letter in the space provided.

Very respectfully,

BUYER:

Prabhakar Kesari Reddy

dotloop verified
05/10/24 9:19 AM EDT
NETB-ZVSY-KWAK-KIZH

By: Prabhakar Reddy

APPROVED AS TO FORM
AND CORRECTNESS:

J Allen

Jill N. Allen, Law Director

Seller:

Bryan Heck

5/23/2024

By: Bryan Heck

City Manager of the City of Springfield

Broker Agent of Record:

PATRICK WILLIAMS

dotloop verified
05/21/24 1:07 PM EDT
VP7K-SUUH-XS7J-XVTV

By: Patrick Williams

Vice President Sales | Leasing

Coldwell Banker Commercial | Heritage

EXHIBIT 2 – SECURED PROMISSORY NOTE

SECURED PROMISSORY NOTE

\$950,000.00

JULY 31, 2024

Principal Sum	Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00)
Note Date	July 31, 2024
Borrower	Reid Golf LLC, an Ohio limited liability company
Lender	Reid Park Limited, an Ohio limited liability company
Interest Rate	Three Percent (3.00%) per annum
Minimum Annual Payment	Sixty-Five Thousand and 00/100 Dollars (\$65,000.00)
Maturity Date	Four (4) years from the Note Date

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, Borrower hereby promises to pay to Lender the Principal Sum together with all accrued Interest on the unpaid Principal Sum as provided in this Secured Promissory Note (this “Note”).

ARTICLE I. INTEREST AND PRINCIPAL PAYMENTS

Section 1.01. Interest

Interest on the Principal Sum shall accrue at the Interest Rate, compounded annually (the “Interest”). The Interest shall compound on the anniversary of the Note Date and be prorated for any partial year in which this Note is paid in full, if applicable.

Section 1.02. Payments

A. On or before each anniversary of the Note Date prior to the Maturity Date, Borrower shall pay Lender the Minimum Annual Payment, which amount may be paid in one or more installments at Borrower’s discretion, such that Borrower shall pay at least the following Minimum Total Payments by the following anniversaries of the Note Date:

Anniversary	Minimum Total Payments
Between the Note Date and the first (1 st) anniversary of the Note Date	Sixty-Five Thousand and 00/100 Dollars (\$65,000.00)
Between the Note Date and the second (2 nd) anniversary of the Note Date	One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00)
Between the Note Date and the third (3 rd) anniversary of the Note Date	One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00)

B. On or before the Maturity Date, Borrower shall pay Lender the entire Principal Sum, all accrued but unpaid Interest, and all other amounts payable under this Note in full.

Section 1.03. Prepayment; Application of Payments

A. Borrower may prepay the principal on this Note in whole or in part, and from time to time, without penalty or premium.

B. All payments received under this Note shall be applied (i) first to the payment of any fees, penalties, or other charges provided for in the Loan Documents, (ii) second to the payment of accrued Interest, and (iii) third to the payment of the Principal Sum.

Section 1.04. Method and Place of Payments; Borrower Obligations Absolute

A. All payments required under this Note shall be received by Lender not later than 5:00 p.m., Springfield, Ohio time, on the date when due, and shall be made in lawful money of the United States of America by wire, other electronic transfer, or other immediately available funds in accordance with instructions that will be provided to Borrower from time to time. Any funds received by Lender after such time shall be deemed to have been paid on the following Business Day.

B. All payments required under this Note shall be made when due without notice, demand, counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution, or reduction.

Section 1.05. Late Charge

Borrower shall pay a late charge equal to five percent (5%) of any payment of principal and/or Interest made more than five (5) days after the due date thereof.

Section 1.06. Default Interest Rate

After the occurrence of an Event of Default, the Interest Rate shall be the Default Interest Rate.

Section 1.07. Attorneys' Fees

After the occurrence of an Event of Default, Borrower shall pay the reasonable costs and expenses incurred by or on behalf of Lender in collecting, or attempting to collect, the amounts due to Lender under this Note, or to enforce any provision hereof, including, but not limited to, reasonable attorneys' fees, expenses, and costs.

Section 1.08. The Highest Permissible Rate

The provisions of this Note and of all agreements between Borrower and Lender, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether because of demand or acceleration of the maturity of this Note or otherwise, shall the amount contracted for, charged, taken, reserved, paid, or agreed to be paid to Lender for the use, forbearance, retention, or detention of the money loaned under this Note exceed the maximum amount permissible under Law or 18% per annum, whichever is less (the "Highest Permissible Rate"). If, from any circumstance whatsoever,

performance or fulfillment of any provision hereof or of any agreement between Borrower and Lender shall, at the time performance or fulfillment of such provision shall be due, exceed the Highest Permissible Rate or otherwise transcend the limit of validity prescribed by Law, then, ipso facto, the obligation to be performed or fulfilled shall be reduced to such limit, and, if, from any circumstance whatsoever, Lender shall ever receive anything of value deemed interest by Law in excess of the Highest Permissible Rate, an amount equal to such excessive interest shall be applied to the reduction of the unpaid Principal Sum owing under this Note in the inverse order of its maturity (whether or not then due) or if such excessive amount exceeds the unpaid Principal Sum, refunded to Borrower. All Interest (including any amounts or payments judicially or otherwise under the Law deemed to be interest), contracted for, charged, taken, reserved, paid, or agreed to be paid to Lender shall, to the extent permitted by Law, be amortized, prorated, allocated, and spread throughout the full term of this Note, including any extensions or renewals hereof, until payment in full of the Principal Sum of this Note so that the Interest thereof for such full period will not exceed the Highest Permissible Rate. Borrower hereby agrees that as a condition precedent to bringing any Claim seeking penalties under this Section 1.08 against Lender, Borrower will provide written notice to Lender, advising Lender in reasonable detail of the nature and amount of the violation, and Lender shall have sixty (60) days after receipt of such notice in which to correct such violation, if any, by either refunding such excess Interest to Borrower or crediting such excess Interest against this Note and/or any other indebtedness then owing by Borrower to Lender. To the extent United States federal Law permits a greater amount of interest than is permitted under Ohio Law, Lender will rely on United States federal Law instead of Ohio Law to determine the Highest Permissible Rate. Additionally, to the extent permitted by Law now or hereafter in effect, Lender may, at its option and from time to time, implement any other method of computing the Highest Permissible Rate under Law by giving notice, if required, to Borrower as provided by Law now or hereafter in effect, except that the rate shall never exceed 18% per annum. This Section 1.08 will control all agreements between Borrower and Lender.

Section 1.09. Loan Agreement

The Loan is subject to the Loan Agreement.

Section 1.10. Guaranty for Loan

The Loan is guaranteed as set forth in the Guaranty Agreement.

Section 1.11. Security for Loan

The Loan is secured as set forth in the Security Agreement and all other Loan Documents.

Section 1.12. Event of Default

The occurrence of an "Event of Default" under one or more of the Loan Documents shall constitute an "Event of Default" under this Note.

Section 1.13. Remedies; Acceleration

Upon the occurrence of an Event of Default, Lender may (a) declare the entire unpaid balance of the Principal Sum immediately due and payable; (b) exercise any rights under any Loan Document; and (c) exercise any other remedy provided by Law or equity. No remedy referred to herein is intended to be exclusive, but each shall be cumulative, and the exercise or beginning of exercise by Lender of any one or more of such remedies shall not preclude the simultaneous or later exercise of any or all of such remedies.

Section 1.14. Proceeds of Loan

The Loan is a “business loan” to a “business association or partnership” as those terms are used in Law, including, but not limited to, Ohio Rev. Code §1342.01. The proceeds of the Loan shall be used solely for the purpose of carrying on a business or commercial enterprise or activity and shall not be used in whole or part for personal, family, or household purposes. The Loan is not secured by household furnishings or other goods used for personal, family, or household purposes.

ARTICLE II. MISCELLANEOUS

Section 2.01. Incorporation of Miscellaneous Terms

All provisions of Article IV (Miscellaneous) of the Loan Agreement are incorporated by reference as if fully set forth herein.

Section 2.02. Definitions

Capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement or the UCC, as applicable.

[The remainder of this page was intentionally left blank. Signature pages follow.]

BORROWER

Reid Golf LLC, an Ohio limited liability company

By:

Prabhakar Kesari (Ramp) Reddy
Managing Member

EXHIBIT 3 – LOAN AGREEMENT

LOAN AGREEMENT

This LOAN AGREEMENT (this "Loan Agreement") is executed to be effective as of July 31, 2024 (the "Effective Date"), by and between Reid Park Limited, an Ohio limited liability company ("Lender"), and Reid Golf LLC, an Ohio limited liability company ("Borrower"). Lender and Borrower may sometimes be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Lender and Borrower are parties to that certain Asset Purchase Agreement dated on or about July 14, 2024, as amended (the "APA"), whereby Lender agreed to sell and assign and Buyer agreed to buy and assume certain assets and liabilities relating to the Golf Course and, in connection therewith, Lender agreed to make the Loan to Borrower as evidenced by the Note, which is subject to the terms and conditions set forth in this Loan Agreement, secured as set forth in the Security Agreement, and guaranteed as set forth in the Guaranty Agreement;

WHEREAS, Lender is willing to make the Loan on the terms and conditions set forth in the Loan Documents; and

WHEREAS, capitalized terms not otherwise defined in this Loan Agreement shall have the meanings set forth in the Appendix, the other Loan Documents, the UCC, or the APA, as applicable.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Borrower agree as follows:

ARTICLE I. GENERAL LOAN TERMS

Section 1.01. Making of the Loan

Subject to the terms and conditions of the Loan Documents, Lender hereby makes the Loan to Borrower, and Borrower hereby accepts the Loan from Lender.

Section 1.02. Payments on the Loan

Borrower covenants and agrees that it shall:

A. pay the Principal Sum, Interest, and all other charges, penalties, fees, costs, expenses, reimbursements, and other amounts due to Lender as provided in the Loan Documents; and

B. perform and comply with all terms, provisions, agreements, covenants, conditions, obligations, representations, and warranties of Borrower in the Loan Documents.

Section 1.03. Guaranty for Loan

The Loan is guaranteed as set forth in the Guaranty Agreement.

Section 1.04. Security for Loan

The Loan is secured as set forth in the Security Agreement and the other Loan Documents.

ARTICLE II. REPRESENTATIONS AND WARRANTIES; COVENANTS

Borrower absolutely, unconditionally, continually, and irrevocably represents and warrants to Lender that the following statements are true, correct, and complete as of the Effective Date and shall be true, correct, and complete until full and final payment and performance of, and compliance with, the Obligations:

Section 2.01. Organization of Borrower; Name

A. Borrower is and shall preserve its status as a limited liability company duly organized, validly existing, and in good standing under the Laws of the State under which it was formed or is organized. Borrower is and shall remain duly qualified or licensed to do business in each of the jurisdictions in which it does business.

B. Borrower's exact legal name as it appears on the Articles of Organization filed with the Ohio Secretary of State is and shall remain "Reid Golf LLC."

Section 2.02. Ownership of Borrower

A. The following Persons own and Control and shall continue to own and Control one hundred percent (100%) of the Ownership Interests in Borrower: (i) Pawan Kumar (Kevin) Challa, (ii) Prabhakar Kesari (Ramp) Reddy, and (iii) Akshetha Kesari Reddy (each an "Owner" and collectively, the "Owners"). Other than the Owners, there are no other Persons who own or Control or who shall in the future own or Control any of the Ownership Interests in Borrower, and there are no other Persons who Control Borrower or who shall in the future Control Borrower.

B. Borrower shall not (i) permit or take any action to permit any Owner to Transfer any Ownership Interests in Borrower to another Person or fail to prevent any such Transfer; (ii) permit or take any action to permit any Person who is not an Owner as of the Effective Date to acquire any Ownership Interests in Borrower or fail to prevent such an occurrence; (iii) issue any Ownership Interests in Borrower to any Person who is not an Owner as of the Effective Date; or (iii) to seek to accomplish any of the foregoing.

Section 2.03. Control or Ownership of Golf Course

The transactions contemplated by the Golf Course Purchase Agreement have closed, and one or more of Buyer Group (i) are and shall continue to remain the sole lessees (from the City), or the sole owners, of the Golf Course and the City-Owned Personal Property and (ii) have and

shall continue to have sole Control over the management and operations of the Golf Course. Other than one or more of Buyer Group, there are no other Persons who lease or own or who shall in the future lease or own the Golf Course or who Control or who in the future shall Control the management or operations of the Golf Course

Section 2.04. Authorization of Transaction

Borrower has and shall continue to maintain full limited liability company power, right, and authority to enter into and perform its obligations under the Loan Documents. The Loan Documents to which Borrower is (or shall be) a Party have been and shall continue to be duly executed and delivered by Borrower, and assuming due and valid authorization, execution, and delivery hereof and thereof by the other Parties hereto and thereto, constitute the valid and legally binding obligation of Borrower enforceable against Borrower in accordance with their respective terms.

Section 2.05. No Conflicts, Approvals, or Consents

The execution, delivery, and performance of the Loan Documents by Borrower does not and will not (i) (A) conflict with, constitute a breach, violation, or default of, result in or give to any Person any right of termination, cancellation, acceleration, or modification or any right to increased, additional, accelerated, or guaranteed payments (including any change-of-control payments) or (B) result in or constitute a circumstance that, with or without notice or lapse of time or both, would constitute any of the foregoing, in each case, in, for, with respect to or under any Contract; (ii) violate any Law; (iii) give rise to or impose any Lien or Liability on any of Borrower's assets; or (iv) constitute a breach or violation of, or a default under, Borrower's Charter Documents.

Section 2.06. Bankruptcy

Borrower has not (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any Person of insolvency; or (v) made an assignment for the benefit of creditors or taken any other similar action for the protection or benefit of creditors. Borrower is not insolvent and will not be rendered insolvent by the performance of its obligations under the Loan Documents and has sufficient funds to consummate the transactions under the Loan Documents and pay existing debts and liabilities as they mature.

Section 2.07. No Material Adverse Change

No litigation, investigation, or proceeding of or before any Governmental Authority is pending or, to the knowledge of Borrower, threatened by or against Borrower or against any of Borrower's assets (i) with respect to the Loan Documents or any of the transactions contemplated hereby or (ii) that could have a material adverse effect on the net worth, assets, financial condition, or prospective financial position of Borrower.

Section 2.08. Accuracy of Information

None of the factual information heretofore or contemporaneously furnished to Lender by or on behalf of Borrower in connection with any Loan Document contains any untrue statement of a material fact, or omits to state any material fact necessary to make any information not misleading, and no other factual information hereafter furnished in connection with any Loan Document by or on behalf of Borrower to Lender will contain any untrue statement of a material fact or will omit to state any material fact necessary to make any information not misleading on the date as of which such information is dated or certified.

Section 2.09. Conditions

There are no conditions precedent to the effectiveness of any Loan Document that have not been satisfied or waived.

Section 2.10. Proceeds of Loan

The Loan is a "business loan" to a "business association or partnership" as those terms are used in Ohio Rev. Code §1342.01. The proceeds of the Loan will not be used in whole or part for personal, family, or household purposes. The Loan is not secured by household furnishings or other goods used for personal, family, or household purposes.

Section 2.11. Affirmative Covenants

Until full and final payment and performance of, and compliance with, the Obligations, Borrower absolutely, unconditionally, continually, and irrevocably covenants and agrees to:

- A. continuously and in the regular course of business manage and operate the Golf Course;
- B. preserve, renew, and maintain in full force and effect its corporate or organizational existence and (b) take all reasonable action to maintain all rights, privileges, and franchises necessary or desirable in the normal conduct of its business;
- C. comply with (a) all of the terms and provisions of its Charter Documents; (b) its obligations under its material Contracts; and (c) all Laws applicable to it and its business;
- D. pay, discharge, or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all of its material obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings, and reserves in conformity with GAAP with respect thereto have been provided on its books;
- E. notify Lender immediately of any Event of Default and provide written notice to Lender of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default;

F. upon the request of Lender, promptly execute and deliver such further instruments and do or cause to be done such further acts as may be necessary or advisable to carry out the intent and purposes of the Loan Documents; and

G. indemnify, defend, and hold harmless Lender, Lender's Affiliates, and their respective officers, directors, partners, members, employees, counsel, accountants, financial advisers, consultants, agents, property managers, and other advisers (the "Lender Indemnified Persons") from and against all Claims, Liens, and Liabilities incurred by such Persons as a result of, in connection with, or arising out of or relating to the Loan Documents.

ARTICLE III. EVENTS OF DEFAULT

Section 3.01. Events of Default

Any of the following is an "Event of Default" under the Loan Documents:

A. Borrower fails to make any payment required by the Loan Documents and/or the APA as and when such payment becomes due and payable in accordance with the terms thereof;

B. Borrower breaches or fails to perform any covenant, condition, obligation, or agreement set forth in the Loan Documents or the APA;

C. Borrower makes any false, inaccurate, or misleading representation, warranty, certification, or statement in the Loan Documents, the APA, or any Other Transaction Agreement;

D. Any Guarantor breaches or fails to perform any covenant, condition, obligation, or agreement set forth in the Guaranty Agreement or any other Loan Document;

E. Any Guarantor makes any false, inaccurate, or misleading representation, warranty, certification, or statement in the Guaranty Agreement or any other Loan Document;

F. All or any part of the real property on which the Golf Course is situated is sold, transferred, condemned, or damaged to the extent that the Golf Course cannot reasonably be open and operated for usual and customary business on an ongoing basis;

G. Borrower sells, leases, transfers, or otherwise disposes of Borrower's assets having a book value of fifty-one percent (51%) or more of the book value of all of Borrower's assets in a single transaction or a series of one or more related transactions;

H. Borrower takes steps to merge or consolidate with any other Person, change Borrower's legal structure, dissolve, wind up, terminate, divide, or liquidate in whole or part, as may be provided in Borrower's Charter Documents or otherwise under Law; or

I. Any of the following occurs:

i. Borrower or any Guarantor commences any case, proceeding, or other action under any existing or future Law of any jurisdiction, domestic or foreign, relating

to bankruptcy, insolvency, reorganization, conservatorship, or relief of debtors (A) seeking to have an order for relief entered with respect to Borrower or any Guarantor, or seeking to adjudicate Borrower or any Guarantor bankrupt or insolvent, seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or seeking other relief with respect to Borrower or any Guarantor or the debt of Borrower or any Guarantor, or (B) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for Borrower or any Guarantor or for all or any substantial part of the assets of Borrower or any Guarantor.

ii. Any Person other than Lender commences any case, proceeding, or other action of a nature referred to in Section 3.01.I.i against Borrower or any Guarantor that (A) results in the entry of an order for relief or any such adjudication or appointment, or (B) has not been dismissed, discharged, or bonded within thirty (30) days following commencement.

iii. Any case, proceeding, or other action is commenced against Borrower or any Guarantor seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of the assets of Borrower or any Guarantor that results in the entry of any order by a court of competent jurisdiction for any such relief that is not vacated, discharged, stayed, or bonded pending appeal within thirty (30) days from the entry of such order.

iv. Any of the assets of Borrower or any Guarantor are assigned for the benefit of creditors or any other Person (except Lender).

v. Any case, proceeding, or other action is commenced against Borrower or any Guarantor in connection with the Golf Course alleging that Borrower is delinquent or otherwise in breach of the Golf Course Purchase Agreement or seeking to foreclose on any mortgage or other financing associated with the Golf Course that is not dismissed within thirty (30) days from the commencement of such case, proceeding, or other action.

vi. Borrower or any Guarantor takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in Section 3.01.I.i, Section 3.01.I.ii, Section 3.01.I.iii, Section 3.01.I.iv, or Section 3.01.I.v.

J. The death of any Guarantor who is a natural Person unless Borrower causes one of the following to occur:

i. Within ten (10) days following such Guarantor's death, one or more Persons acceptable to Lender execute and deliver to Lender a replacement guaranty agreement in a form acceptable to Lender and in substantially the same form as the Guaranty Agreement executed on the Effective Date, without any cost or expense to Lender.

ii. The estate of the deceased Guarantor immediately ratifies the Guaranty Agreement in writing, and within thirty (30) days after the date of the death of the deceased Guarantor, one or more Persons acceptable to Lender execute and deliver to Lender a guaranty agreement in a form acceptable to Lender and in substantially the same

form as the Guaranty Agreement executed on the Effective Date, without any cost or expense to Lender.

Section 3.02. Notice and Cure

If an Event of Default occurs, the unpaid Principal Sum of the Loan, all accrued but unpaid Interest, and all other amounts payable under the Loan Documents shall, at the option of Lender, become immediately due and payable, provided, however:

A. in the case of an Event of Default under Section 3.01.A (failure to make payment), Lender shall give Borrower notice of such default and Borrower shall have three (3) days after the notice to cure such default;

B. in the case of any Event of Default other than as described in Section 3.01.A that can reasonably be cured within seven (7) days, Lender shall give Borrower notice of such default and Borrower shall have a period of seven (7) days after the notice to cure such default; and

C. in the case of any Event of Default other than as described in Section 3.01.A that cannot reasonably be cured within seven (7) days, Borrower shall not be entitled to notice of such default or an opportunity to cure.

Lender shall not be obligated to provide more than one (1) notice of default (for any reason) in any calendar year, and after providing such notice in any calendar year, Lender shall not thereafter be obligated to provide further notices to Borrower in such calendar year for a default to exist.

Section 3.03. Remedies

After the occurrence of an Event of Default, Lender may (a) declare the entire unpaid balance of the Principal Sum immediately due and payable; (b) exercise any rights under any Loan Document; and (c) exercise any other remedy provided by Law or equity. No remedy referred to herein is intended to be exclusive, but each shall be cumulative, and the exercise or beginning of exercise by Lender of any one or more of such remedies shall not preclude the simultaneous or later exercise of any or all of such remedies.

Section 3.04. Waivers

With respect to the amounts due under the Loan Documents, Borrower waives the following: (a) all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or Laws of the United States or any State thereof; (b) demand, presentment, protest, notice of dishonor, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, suit against any party, grace, diligence in collection of the Loan and in the handling of securities at any time existing in connection herewith, and all other requirements necessary to enforce this Loan Agreement except for notices required by any Governmental Authority; and (c) any further receipt by Lender or acknowledgment by Lender of any collateral now or hereafter deposited as security for the Loan.

ARTICLE IV. MISCELLANEOUS

Section 4.01. Complete Agreement

The Loan Documents constitute the complete agreement between the Parties and supersede any prior oral or written agreements between such Persons regarding the transactions contemplated herein. There are no agreements, understandings, warranties, or representations between the Parties except as set forth in the Loan Documents, and no such Party has executed or authorized the execution of the Loan Documents in reliance upon any such agreement, understanding, warranty, or representation. There are no verbal agreements that change the Loan Documents.

Section 4.02. Amendments

The terms of the Loan Documents may not be altered, modified, amended, supplemented, or terminated in any manner whatsoever unless in writing and signed by the Parties thereto.

Section 4.03. Waiver

Except as expressly set forth in the Loan Documents, (i) no failure or delay on the part of any Party in the exercise of any right hereunder or thereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant, or agreement contained herein or therein; (ii) any single or partial exercise of any right hereunder or thereunder shall not preclude any other or further exercise thereof or of any other right hereunder or thereunder; (iii) no waiver of any provision hereunder or thereunder shall be deemed or shall constitute a waiver of any other provision hereof or thereof (whether or not similar) or shall constitute a continuing waiver unless otherwise expressly provided; (iv) no waiver of any right or remedy hereunder or thereunder shall be valid unless the same shall be in writing and signed by the Party against whom such waiver is intended to be effective; and (v) failure on the part of a Party to complain of any act of any other Party or to declare any other Party in default hereunder or thereunder, irrespective of how long that failure continues, does not constitute a waiver by that Party of its rights with respect to that default until the applicable statute-of-limitations period has run.

Section 4.04. Assignment

Lender may sell, assign, securitize, pledge, or otherwise transfer all or any part of Lender's rights and obligations under the Loan Documents without the consent of Borrower or Guarantors. Neither Borrower nor Guarantor may assign their rights and obligations under the Loan Documents without Lender's prior written consent.

Section 4.05. Successors and Permitted Assigns

The Loan Documents shall be binding upon and inure to the benefit of the Parties hereto or thereto and their respective successors and permitted assigns.

Section 4.06. Severability

Any term or provision of the Loan Documents that is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason shall, as to that jurisdiction, be ineffective solely to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of the Loan Documents or affecting the validity or enforceability of any of the terms or provisions of the Loan Documents in any other jurisdiction. Upon such determination that any term or provision is invalid or unenforceable, the Parties shall negotiate in good faith to modify the affected agreement so as to effect the original intent of the Parties hereto or thereto as closely as possible in a mutually acceptable manner in order that the Transaction be as originally contemplated to the greatest extent possible. If any provision of the Loan Documents is determined by a court of competent jurisdiction to be so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

Section 4.07. Relationship of the Parties; No Other Third-Party Beneficiaries

A. The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in any Loan Document shall create any other relationship or shall constitute Lender as a joint venturer, partner, or agent of Borrower or render Lender liable for any debts, obligations, acts, omissions, representations, or warranties of Borrower.

B. Except as provided in Section 2.11.G for the Lender Indemnified Persons, the terms and provisions of the Loan Documents are intended solely for the benefit of the Parties hereto or thereto and their respective successors or permitted assigns, and no provision of the Loan Documents shall be construed to confer any right, remedy, benefit, or Claim on any other Person.

Section 4.08. Counterparts

The Loan Documents may be executed in counterparts (including execution of counterpart signature pages), each of which shall be an original, and all of which counterparts taken together shall constitute one and the same agreement. Signatures may be delivered by facsimile or electronic delivery, and such signatures shall be binding on the Parties hereto or thereto.

Section 4.09. Business Day

If any date or deadline in the Loan Documents occurs on a day that is not a Business Day, the date or deadline shall be extended to be the next Business Day.

Section 4.10. Construction

The negotiation and drafting of the Loan Documents have been jointly conducted by the Parties hereto or thereto. In the event any ambiguity or question of intent or interpretation arises, the Loan Documents shall be construed as if drafted jointly by all Parties hereto or thereto, and

no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of the Loan Documents.

Section 4.11. Representation by Counsel

The Parties to the Loan Documents represent and acknowledge that each has been represented by or had the opportunity to be represented by independent counsel of its own choosing and that each has had the full right and opportunity to consult with its counsel to the extent that it desired, if any, it availed itself of the opportunity, and that it or its authorized representatives have carefully read and fully understand the Loan Documents in their entirety. Each Party further acknowledges and stipulates that it is a sophisticated person regarding this Transaction, that each is on equal footing with and has equal bargaining power with the other Parties, and that each understands the allocation of business and legal risks in the Loan Documents.

Section 4.12. Electronic Execution

The words “executed,” “execution,” “signed,” “signature,” and words of similar import in the Loan Documents shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under Law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. Law §§ 301-309), Ohio Uniform Electronic Transactions Act, Ohio Rev. Stats. §§ 1306.01 et. seq., or any other similar state Laws based on the Uniform Electronic Transactions Act.

Section 4.13. Governing Law

THE LOAN DOCUMENTS, INCLUDING THE FORMATION, BREACH, TERMINATION, VALIDITY, INTERPRETATION, AND ENFORCEMENT THEREOF, AND THE TRANSACTIONS CONTEMPLATED THEREBY, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 4.14. Waiver of Jury Trial

EACH OF THE PARTIES ON BEHALF OF THEMSELVES AND THEIR AFFILIATES, TRANSFEREES, ASSIGNEES, SUCCESSORS, AND LEGAL REPRESENTATIVES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, SUIT, ACTION, OR OTHER PROCEEDING (I) ARISING OUT OF OR RELATING IN ANY WAY TO THE LOAN DOCUMENTS OR (II) BETWEEN THE PARTIES.

Section 4.15. Mediation

If any Claim (i) arising out of or relating in any way to the Loan Documents or (ii) between the Parties hereto or thereto cannot be settled through direct discussions, the Parties shall first endeavor to settle it amicably by mediation to be held in Clark County, Ohio. The mediation will be completed within thirty (30) days of receipt of written demand for mediation. Notwithstanding any other provision of the Loan Documents to the contrary and subject to Section 4.16, no Party shall be precluded from seeking specific performance, injunctive relief, or a temporary restraining order before implementing procedures for mediation, provided that such Party determines in the good-faith exercise of its reasonable best judgment that it will suffer irreparable harm or injury by any delay caused by mediation.

Section 4.16. Consent to Jurisdiction; Venue

Subject to Section 4.15, each of the Parties to the Loan Documents irrevocably submits to the exclusive jurisdiction of any state and federal court covering Clark County, Ohio for purposes of any Claim (i) arising out of or relating in any way to the Loan Documents or (ii) between the Parties. Each of such Parties further agrees that service of any process, summons, notice, or document sent by U.S. certified mail to such Person's respective address as established under Section 4.18, if applicable, shall be effective service of process for any Claim with respect to any matters to which it has submitted to jurisdiction as set forth in this Section 4.16. Each of such Parties irrevocably and unconditionally waives any objection to the laying of venue of any Claim with respect to any matters to which it has submitted to jurisdiction as set forth in this Section 4.16 in any state and federal court covering Clark County, Ohio and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Claim brought in any such court has been brought in an inconvenient forum.

Section 4.17. Attorneys' Fees and Costs

Borrower shall pay all reasonable attorneys' fees, expenses, and costs that Lender incurs in the enforcement of its rights under this Loan Agreement.

Section 4.18. Notices

Except as may otherwise be specified in a Loan Document, all notices required or permitted under the Loan Documents shall be in writing, duly signed by or identifiable to the Party giving such notice, and shall be delivered, faxed, emailed, or mailed by registered or certified mail or by recognized overnight delivery or courier service (e.g., Federal Express) as follows:

If to Borrower:	Reid Golf LLC Attention: Prabhakar Kesari (Ramp) Reddy Title: Managing Member Email: rampaparker@yahoo.com Phone: (513) 290-8846
-----------------	--

If to Guarantors:	Pawan Kumar (Kevin) Challa, an individual Person 3373 Lady Palm Drive Mason, Ohio 45050 Ohio Driver License No. DOB Email: kevin.ameristop@gmail.com Phone: (513) 288-4402
	Prabhakar Kesari (Ramp) Reddy, an individual Person 5111 Sycamore View Road Mason, Ohio 45040 Ohio Driver License No. DOB Email: rampaparker@yahoo.com Phone: (513) 290-8846
	Akshetha Kesari Reddy, an individual Person 5111 Sycamore View Road Mason, Ohio 45040 Ohio Driver License No. DOB Email: akshethar@gmail.com Phone: (513) 328-6890
If to Lender:	Reid Park Limited Attention: Alan E. Collins Title: Managing Member 536 Archer Lane Springfield, Ohio 45503 Email: alan@collins64.com Phone: (937) 631-3400

A notice or demand will be deemed received upon the earlier to occur of (i) actual receipt; (ii) if personally delivered, upon receipt; (iii) if sent by recognized overnight delivery or courier service, one (1) Business Day after deposit with such carrier; (iv) if sent by facsimile or email, upon transmission with confirmation of delivery; or (v) if sent by registered or certified mail, three (3) Business Days after deposit in the mail. Any Party may change its address for the service of notice by giving notice of such change to the other Party five (5) Business Days before the effective date of such change. The Parties agree to promptly confirm receipt of notices sent via email.

Section 4.19. Time

Time is of the essence in the Loan Documents.

Section 4.20. Incorporation by Reference to the Other Transaction Agreements

All provisions of this Article IV shall be incorporated by reference into the other Loan Documents as if fully set forth therein; provided, however, because the Guaranty Agreement has its own Miscellaneous Terms, the provisions of this Article IV shall not be incorporated by reference into the Guaranty Agreement, and the term “Loan Documents” as used in this Article IV shall not include the Guaranty Agreement.

[The remainder of this page was intentionally left blank. Signature pages follow.]

BORROWER

Reid Golf LLC, an Ohio limited liability company

By: _____
Prabhakar Kesari (Ramp) Reddy
Managing Member

LENDER

Reid Park Limited, an Ohio limited liability company

By: _____
Alan E. Collins
Managing Member

APPENDIX – DEFINITIONS

As used in this Loan Agreement (and any exhibit or schedule attached hereto), capitalized terms not otherwise defined shall have the meanings set forth in this Appendix or in the other Loan Documents, the UCC, or the APA, as applicable.

“Affiliate” means any Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, the term “control,” “controlling,” “controlled by,” or “under common control with” means the possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract, or otherwise.

“APA” has the meaning set forth in the Recitals to this Loan Agreement.

“Borrower” means Borrower and includes any lawful successor or assign.

“Buyer Group” means Borrower and/or Owners.

“Claim” means any actual or potential loss, injury, cause of action, demand, claim, counterclaim, cross-claim, third-party claim, action, suit, litigation, investigation, legal proceeding (whether at law or in equity), petition, complaint, notice of violation, arbitration, or similar proceeding, whether civil, criminal, administrative, arbitral, or investigative.

“Charter Documents” means any corporate, partnership, or limited liability company organizational or corporate governance documents, including, without limitation, Certificates or Articles of Incorporation, Bylaws, Certificates of Formation, Operating Agreements, Certificates of Limited Partnership, Partnership Agreements, Shareholder Agreements, and Certificates of Existence, as applicable.

“City” means the City of Springfield, Ohio.

“Collateral” has the meaning set forth in the Security Agreement.

“Control” has the meaning set forth in the definition of Affiliate.

“Debtor” has the meaning set forth in the Security Agreement and includes any lawful successor or assign.

“Default Interest Rate” means eighteen percent (18%) per annum.

“Effective Date” has the meaning set forth in the preamble to this Loan Agreement.

“Event of Default” has the meaning set forth in Section 3.01.

“Fiscal Year” means the calendar year.

“Golf Course” means the Reid Park Golf Course and Restaurant located in Springfield, Ohio.

“Golf Course Purchase Agreement” means that certain agreement between the Borrower and the City whereby Borrower will lease and/or buy the Golf Course and certain personal property from the City.

“Governmental Authority” means (a) any entity exercising executive, legislative, judicial, regulatory, or administrative functions of, or pertaining to, any government or any Law, including, any agency, department, board, commission, or instrumentality of any country (or any state, district or political subdivision thereof); (b) any governmental or quasigovernmental body administering, regulating, or having general oversight over electricity, power, or other energy-related markets; or (c) any tribunal, court, arbiter, including a nongovernmental arbitration panel, or other similar administrative or governmental authority of competent jurisdiction.

“Guarantor” has the meaning set forth in the Guaranty Agreement and includes any lawful successor or assign.

“Guaranty Agreement” means that certain Guaranty Agreement dated as of the Effective Date whereby Guarantors guaranteed the Obligations to and for the benefit of Lender.

“Highest Permissible Rate” has the meaning set forth in the Note.

“Interest” has the meaning set forth in the Note

“Interest Rate” has the meaning set forth in the introductory chart of the Note

“Law” means any applicable statute, law (statutory or common law), rule, regulation, ordinance, code, order, standard, requirement, decree, executive order, ruling, decision, writ, judgment, injunction, ruling, or award issued by or other pronouncement having the effect of law of any Governmental Authority.

“Lender” means Lender and any lawful owner, assignee, holder, or pledgee of this Loan Agreement.

“Lender Indemnified Persons” has the meaning set forth in Section 2.11.G.

“Liability” means, with respect to any Person, any actual or potential liability or obligation of such Person of any kind, character, theory of Law, or description, whether known or unknown, secured or unsecured, joint or several, vested or unvested, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, due or to become due, executory, determined, determinable, or otherwise, and regardless of when sustained, incurred, or asserted or when the relevant events occurred or circumstances existed, including all costs and expenses relating thereto, including without limitation, actual or potential damages, judgments, losses, awards, amounts paid in settlement, deficiencies, expenses (including interest, court costs, reasonable fees of attorneys, accountants, and other experts, and other reasonable costs of litigation, arbitration, or similar proceedings, as applicable), obligations, commitments, assessments, costs, losses, expenditures, charges, fees, penalties, fines, contributions, or premiums of any kind or nature whatsoever.

“Lien” means any recorded or unrecorded liens (statutory or otherwise), security interests, financing statements, pledges, charges, mortgages, deeds of trust, options, warrants, purchase rights, restrictions on transfer, leases, licenses, easements, reservations, rights of way, use restrictions on the title of a property, encroachments, attachments or encumbrances of any kind or nature whatsoever, except, in each case, for Liens for utilities and Taxes that are not yet due or delinquent or that are being contested in good faith through appropriate proceedings.

“Loan” means the loan evidenced by the Note.

“Loan Agreement” means this Loan Agreement.

“Loan Documents” means the Note, the Loan Agreement, the Security Agreement, the Guaranty Agreement, all other guaranties, all indemnity agreements, all collateral agreements, UCC filings, and any other agreements or instruments now or in the future executed by Lender, Borrower, any Guarantor, or any other Person in connection with the Loan.

“Maturity Date” has the meaning set forth in the introductory chart of the Note.

“Minimum Annual Payment” has the meaning set forth in the introductory chart of the Note.

“Note” means that certain Secured Promissory Note between Lender and Borrower dated as of the Effective Date.

“Note Date” has the meaning set forth in the introductory chart of the Note.

“Obligations” means the Note and the indebtedness, liabilities, terms, provisions, agreements, covenants, conditions, obligations, representations, and warranties of Borrower to Lender that arise out of the Note and the other Loan Documents (and all renewals, extensions, and modifications hereof and thereof) and/or the APA, whether previously, now, or hereafter incurred, and howsoever evidenced, whether direct or indirect, absolute or contingent, joint or several, liquidated or unliquidated, voluntary or involuntary, due or not due, legal or equitable, whether incurred before, during, or after any insolvency proceeding and whether recovery thereof is or becomes barred by a statute of limitations or is or becomes otherwise unenforceable or unallowable as claims in any insolvency proceeding, together with all interest thereupon (including any interest that, but for the provisions of the U.S. Bankruptcy Code, would have accrued during the pendency of an insolvency proceeding). The Obligations shall include, without limiting the generality of the foregoing, all principal and Interest owing under the Note, together with all charges, penalties, fees, costs, expenses, reimbursements, and other amounts due from Borrower to Lender as provided in the Loan Documents.

“Other Guarantor” means, with respect to any event, transaction, obligation, waiver, or other term or condition of the Guaranty Agreement, all Guarantors other than the Guarantor or Guarantors who is or are the subject of the event, transaction, obligation, waiver, or other term or condition of the Guaranty Agreement.

“Owner” has the meaning set forth in Section 2.02.A.

“Ownership Interest” means any direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities and Exchange Act of 1934) of any voting securities, other voting interests, equity securities, other equity interests, and any other ownership, economic, equity or other interests in a Person (including, but not limited to, capital stock, membership interests, and partnership interests), as well as any options, warrants, calls, conversion rights, preemptive rights, rights of first refusal, redemption rights, repurchase rights, “tag-along” or “drag along” rights, or other similar rights.

“Party” and “Parties” have the meaning set forth in the preamble to this Loan Agreement.

“Person” means any individual natural person, sole proprietorship, partnership, limited liability company, joint venture, trust, charitable organization, unincorporated association, corporation, entity, or Governmental Authority.

“Principal Sum” has the meaning set forth in the introductory chart of the Note.

“Secured Party” has the meaning set forth in the Security Agreement.

“Security Agreement” means that certain Security Agreement dated as of the Effective Date whereby Debtor grants a security interest in the Collateral to and for the benefit of Secured Party.

“UCC” means the Uniform Commercial Code as promulgated in the State of Ohio.

“Transfer” means a sale, assignment, gift, transfer, devise, distribution, exchange, mortgage, pledge, grant of any Ownership Interest, or other conveyance or encumbrance (including by operation of Law) or the acts thereof, including, but not limited to, any such conveyance resulting from the death of any individual or the winding-up, dissolution, liquidation, or termination of any Person.

EXHIBIT 4 – SECURITY AGREEMENT

SECURITY AGREEMENT

This SECURITY AGREEMENT (this “Security Agreement”) is executed to be effective as of July 31, 2024 (the “Effective Date”), by and between Reid Park Limited, an Ohio limited liability company (“Secured Party”), and Reid Golf LLC, an Ohio limited liability company (“Debtor”). Secured Party and Debtor may sometimes be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Secured Party and Debtor are parties to that certain Asset Purchase Agreement dated on or about July 14, 2024, as amended (the “APA”), whereby Secured Party agreed to make the Loan to Debtor as evidenced by the Note, which is subject to the terms and conditions set forth in the Loan Agreement, secured as set forth in this Security Agreement, and guaranteed as set forth in the Guaranty Agreement;

WHEREAS, Secured Party is willing to make the Loan on the terms and conditions set forth in the Loan Documents;

WHEREAS, it is an express condition precedent to Secured Party making the Loan to Debtor that Debtor execute and deliver this Security Agreement; and

WHEREAS, capitalized terms not otherwise defined in this Security Agreement shall have the meanings set forth in the Loan Agreement or the UCC, as applicable.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party and Debtor agree as follows:

ARTICLE I. GENERAL INFORMATION

Debtor’s Mailing Address	Reid Golf LLC Attention: Prabhakar Kesari (Ramp) Reddy Title: Managing Member Reid Park Golf Course 1325 South Bird Road Springfield, Ohio 45505
Secured Party’s Mailing Address	Reid Park Limited Attention: Alan E. Collins Title: Managing Member 536 Archer Lane Springfield, Ohio 45503
Collateral (including all accessions)	All assets and all personal property, whether now owned or hereafter acquired, by Debtor, including, but not limited to,

	inventory, equipment, fixtures, goods, licenses, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights, payment intangibles, supporting obligations, and software, whether governed by Article 9 of the UCC or other law and wherever located, and all rents, issues, profits, products and proceeds thereof.
Other debt/Future advances	The security interest also secures all present and future debts and liabilities of Debtor to Secured Party, including future advances.

ARTICLE II. SECURITY INTEREST GRANTED

Section 2.01. Security Interest in Collateral

Debtor hereby absolutely, unconditionally, continually, and irrevocably grants, assigns, pledges, and conveys, to and for the benefit of Secured Party a security interest in all of the Collateral to secure for Secured Party the full and punctual payment and performance of, and compliance, with the Obligations, plus all charges, penalties, fees, costs, expenses, and reimbursements due from Debtor to Secured Party as provided in the Loan Documents.

Section 2.02. Loan Documents

The Loan is secured as set forth in this Security Agreement and all other Loan Documents.

ARTICLE III. DEBTOR REPRESENTATIONS AND WARRANTIES; COVENANTS

Section 3.01. Representations and Warranties

Debtor absolutely, unconditionally, continually, and irrevocably represents and warrants to Secured Party that the following statements are true, correct, and complete as of the Effective Date and shall be true, correct, and complete until full and final payment and performance of, and compliance with, the Obligations:

A. Debtor Identity and Locations

i. The Collateral is located solely at Reid Park Golf Course, 1325 South Bird Road, Springfield, Ohio 45505.

ii. Debtor's records concerning the Collateral are located at Reid Park Golf Course, 1325 South Bird Road, Springfield, Ohio 45505.

iii. Debtor's place of business is located at Reid Park Golf Course, 1325 South Bird Road, Springfield, Ohio 45505.

iv. Debtor's state of organization is Ohio.

v. Debtor's organizational identification number is 5226925.

vi. Debtor's exact legal name as it appears on the Articles of Organization filed with the Ohio Secretary of State is and shall remain "Reid Golf LLC."

vii. Debtor's federal tax identification number is 99-3222151.

B. Debtor is the sole owner of all right, title, and interest in and to the Collateral, free and clear of all Claims, Liens, and Liabilities, and has the right, power, and authority to grant, assign, and convey the Collateral to Secured Party.

C. No financing statement covering the Collateral is filed in any public office.

D. None of the Collateral is an accession to any goods, is commingled with other goods, is or will become an accession or part of a product or mass with other goods.

E. None of the Collateral is affixed to real estate.

F. The Collateral was not acquired and will not be held primarily for personal, family, or household purposes.

Section 3.02. Debtor Covenants and Agreements

A. Debtor shall (i) defend the Collateral against all Claims adverse to Secured Party's interest; (ii) pay all taxes imposed on the Collateral or its use; (iii) keep the Collateral free from Liens, except for Liens in favor of Secured Party or for taxes not yet due; (iv) keep the Collateral in Debtor's possession and ownership except as otherwise provided in this Security Agreement; (v) maintain the Collateral in good condition; and (vi) protect the Collateral against waste, except for ordinary wear and tear.

B. Debtor shall (i) Permit Secured Party to inspect the Collateral; (ii) maintain accurate records of the Collateral at Debtor's place of business; (iii) furnish Secured Party with any requested information related to the Collateral; and (iv) permit Secured Party to inspect and copy all records relating to the Collateral.

C. Debtor shall sign and deliver to Secured Party any documents or instruments that Secured Party considers necessary to obtain, maintain, and perfect this security interest in the Collateral, which includes, but is not limited to, a certificate of title for any Collateral covered by a certificate of title so that Secured Party may have the certificate of title reissued with its Lien noted thereon.

D. Debtor shall notify Secured Party immediately of any Event of Default and provide written notice to Secured Party of the nature and extent of such Event of Default and the action, if any, Debtor has taken or proposes to take with respect to such Event of Default.

E. Debtor shall notify Secured Party immediately of any material change (i) in the Collateral; (ii) in Debtor's Mailing Address; (iii) in Debtor's name; (iv) in the location of any Collateral; (v) in any other agreement, covenant, representation, or warranty in this Security Agreement; or (vi) that may affect this security interest.

F. Debtor shall pay all of Secured Party's expenses, including reasonable attorney's fees, costs, and legal expenses, incurred to (i) obtain, preserve, perfect, defend, and enforce this Security Agreement; (ii) retake, hold, prepare for disposition, dispose, collect, or enforce the Collateral; and (iii) collect or enforce the Obligations. These expenses will bear interest from the date of advance at the rate stated in the Note for matured, unpaid amounts and are payable on demand at the place where the Obligations are payable. These expenses and interest are part of the Obligations and are secured by this Security Agreement.

G. Debtor shall indemnify, defend, and hold harmless the Lender Indemnified Persons from and against all Claims, Liens, and Liabilities incurred by a Lender Indemnified Person as a result of, in connection with, or arising out of or relating to this Security Agreement.

Section 3.03. Debtor Prohibitions

A. Debtor shall not sell, transfer, or encumber any of the Collateral, except in the ordinary course of Debtor's business.

B. Debtor shall not permit the Collateral to be affixed to any real estate, to become an accession to any goods, to be commingled with other goods, to become a fixture, accession, or part of a product or mass with other goods, or to be covered by a document, except a document in the possession of Secured Party.

C. Debtor shall not change its name or jurisdiction of organization, merge or consolidate with any person, or convert to a different entity type without notifying Secured Party in advance and taking all necessary action to continue the perfected status of the security interest in the Collateral.

D. Debtor shall not deliver any item of inventory to a buyer before the buyer delivers to Debtor a check, another item, money, an instrument, or chattel paper in full payment therefor or commingle any check, item, money, or other cash proceeds from the sale or lease of an item of inventory with any of Debtor's other funds or property.

Section 3.04. UCC Filing

Debtor agrees that Secured Party shall be entitled to file a UCC Financing Statement providing a blanket Lien against the Collateral to secure Debtor's obligations under the Note, this Security Agreement, and the other Loan Documents.

Section 3.05. Insurance and Risk of Loss

A. Debtor shall insure the Collateral in accordance with Secured Party's reasonable requirements regarding the choice of carrier, risks insured against, and amount of coverage. Policies must be written in favor of Debtor, be endorsed to name Secured Party as an additional insured or as otherwise directed in writing by Secured Party, and provide that Secured Party will receive at least ten days' notice before cancellation. Debtor must provide copies of the policies or evidence of insurance to Secured Party.

B. Debtor assumes all risk of loss to the Collateral.

C. Debtor appoints Secured Party as attorney-in-fact to collect any returned unearned premiums and proceeds of any insurance on the Collateral and to endorse and deliver to Secured Party any payment from such insurance made payable to Debtor. Debtor's appointment of Secured Party as Debtor's agent is coupled with an interest and if Debtor is an individual will survive any disability of Debtor.

ARTICLE IV. EVENTS OF DEFAULT

Section 4.01. Event of Default

The occurrence of an "Event of Default" under one or more of the Loan Documents shall constitute an "Event of Default" under this Security Agreement.

Section 4.02. Remedies

A. If an Event of Default exists, Secured Party may —

i. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, sue for, and adjust the Collateral either in Secured Party's or Debtor's name, as Secured Party desires, or take control of any proceeds of the Collateral and apply the proceeds against the Obligations;

ii. take possession of any Collateral not already in Secured Party's possession, without demand or legal process, and for that purpose Debtor grants Secured Party the right to enter any premises where the Collateral may be located;

iii. without taking possession, sell, lease, or otherwise dispose of the Collateral at any public or private sale in accordance with Law; and

iv. exercise any rights and remedies granted by Law, this Security Agreement, or the other Loan Documents.

B. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this Security Agreement. Secured Party may exercise all remedies at the same or different times, and no remedy is a defense to any other. Secured Party's rights and remedies include all those granted by law and those specified in this Security Agreement.

C. Secured Party's delay in exercising, partial exercise of, or failure to exercise any of its remedies or rights does not waive Secured Party's rights to subsequently exercise those remedies or rights. Secured Party's waiver of any Event of Default does not waive any other default by Debtor. Secured Party's waiver of any right in this Security Agreement or of any Event of Default is binding only if it is in writing. Secured Party may remedy any Event of Default without waiving it.

D. Secured Party has no obligation to clean or otherwise prepare the Collateral for sale.

E. Secured Party has no obligation to satisfy the Obligations by attempting to collect the Obligations from any other person liable for it. Secured Party may release, modify, or waive any collateral provided by any other person to secure any of the Obligations. If Secured Party attempts to collect the Obligations from any other person liable for it or releases, modifies, or waives any collateral provided by any other person, that will not affect Secured Party's rights against Debtor. Debtor waives any right Debtor may have to require Secured Party to pursue any third person for any of the Obligations.

F. If Secured Party must comply with any requirements of Law in connection with a disposition of the Collateral, such compliance will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral.

G. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of a sale of the Collateral.

H. If Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser and received by Secured Party for application to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor will be credited with the proceeds of the sale.

I. If Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting the purchase price against the Obligations.

J. Secured Party has no obligation to marshal any assets in favor of Debtor or against or in payment of the Note, of the Obligations, or any other obligation owed to Secured Party by Debtor or any other person.

K. If the Collateral is sold after an Event of Default, recitals in the bill of sale or transfer will be prima facie evidence of their truth and all prerequisites to the sale specified by this Security Agreement and by law will be presumed satisfied.

L. No remedy referred to herein is intended to be exclusive, but each shall be cumulative, and the exercise or beginning of exercise by Secured Party of any one or more of such remedies shall not preclude the simultaneous or later exercise of any or all of such remedies.

Section 4.03. Waivers

With respect to the amounts due under this Security Agreement, Debtor waives the following: (a) all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or Laws of the United States or any State thereof; (b) demand, presentment, protest, notice of dishonor, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, suit against any party, grace, diligence in collection of this Security Agreement and in the handling of securities at any time existing in connection herewith, and all other requirements necessary to enforce this Security Agreement except for notices required by any Governmental Authority and (c) any further receipt by Secured Party or acknowledgment by Secured Party of any collateral now or hereafter deposited as security for the Loan.

Section 4.04. Attorneys' Fees and Costs

Debtor shall pay all reasonable attorneys' fees, expenses, and costs that Secured Party incurs in the enforcement of its rights under this Security Agreement.

ARTICLE V. MISCELLANEOUS

Section 5.01. Incorporation of Miscellaneous Terms

All provisions of Article IV (Miscellaneous) of the Loan Agreement are incorporated herein by reference as if fully set forth herein.

Section 5.02. Definitions

Capitalized terms not otherwise defined in this Security Agreement shall have the meanings set forth in the Loan Agreement or the UCC, as applicable.

[The remainder of this page was intentionally left blank. Signature pages follow.]

DEBTOR

Reid Golf LLC, an Ohio limited liability company

By: _____
Prabhakar Kesari (Ramp) Reddy
Managing Member

SECURED PARTY

Reid Park Limited, an Ohio limited liability company

By: _____
Alan E. Collins
Managing Member

EXHIBIT 5 – GUARANTY AGREEMENT

GUARANTY AGREEMENT

This GUARANTY AGREEMENT (this “Guaranty Agreement”) is executed to be effective as of July 31, 2024 (the “Effective Date”) and is made by the following individual natural persons (individually, each a “Guarantor” and collectively, the “Guarantors”) to and for the benefit of Reid Park Limited, an Ohio limited liability company (“Lender”). Lender and each Guarantor may sometimes be referred to individually as a “Party” and collectively as the “Parties.”

Pawan Kumar (Kevin) Challa
3373 Lady Palm Drive
Mason, Ohio 45050
Ohio Driver License No.
DOB .
Social Security Number:
Email: kevin.ameristop@gmail.com
Phone: (513) 288-4402

Prabhakar Kesari (Ramp) Reddy
5111 Sycamore View Road
Mason, Ohio 45040
Ohio Driver License No.
DOB
Social Security Number:
Email: rampaparker@yahoo.com
Phone: (513) 290-8846

Akshetha Kesari Reddy
5111 Sycamore View Road
Mason, Ohio 45040
Ohio Driver License No.
DOB
Social Security Number:
Email: akshethar@gmail.com
Phone: (513) 328-6890

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement dated on or about July 14, 2024 (the “APA”), Lender agreed to make the Loan to Reid Golf LLC, an Ohio limited liability company (“Borrower”) as evidenced by the Note, which is subject to the terms and conditions set forth in the Loan Agreement, secured as set forth in the Security Agreement, and guaranteed as set forth in this Guaranty Agreement;

WHEREAS, Guarantors are owners of Borrower and will materially benefit from Lender’s grant of the Loan to Borrower;

WHEREAS, the value of the consideration received or to be received by Guarantors is reasonably worth at least as much as the liability and obligation of Guarantors hereunder, and such liability and obligation may reasonably be expected to benefit Guarantors directly and indirectly;

WHEREAS, it is an express condition precedent to Lender making the Loan to Borrower that Guarantors execute and deliver this Guaranty Agreement to and for the benefit of Lender;

WHEREAS, Lender would not extend credit under the Note but for Guarantors' execution and delivery of this Guaranty Agreement;

WHEREAS, Guarantors enter into this Guaranty Agreement to induce Lender to make the Loan; and

WHEREAS, capitalized terms not otherwise defined in this Guaranty Agreement shall have the meanings set forth in the Appendix, the Loan Agreement, or the UCC, as applicable.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Guarantor agrees as follows:

ARTICLE I. GUARANTY

Section 1.01. Guaranty

Guarantor hereby, jointly and severally with the Other Guarantors, absolutely, unconditionally, continually, and irrevocably guarantees to Lender the full and punctual payment and performance of, and compliance with, the Obligations (as defined in the Loan Agreement), plus all charges, penalties, fees, costs, expenses, and reimbursements due from Guarantor to Lender as provided in this Guaranty Agreement.

Section 1.02. Unconditional Character of Guaranty; Guarantor Acknowledgements

Guarantor absolutely, unconditionally, continually, and irrevocably acknowledges and agrees as follows:

A. Guarantor's obligations under this Guaranty Agreement (i) are direct, primary, and immediate; (ii) are absolute, unconditional, continuing, and irrevocable; (iii) are a guaranty of payment and not of collection; and (iv) shall remain in full force and effect and shall not be terminated, discharged, or released until full and final payment and performance of, and compliance with, the Obligations.

B. Guarantor's obligations under this Guaranty Agreement (i) are independent of the obligations of Borrower and (ii) are independent of the obligations of the Other Guarantors.

C. Guarantor's obligations under this Guaranty Agreement may be enforced by Lender without first resorting to the exercise or enforcement of or exhausting whatever rights or remedies Lender may have at any time (i) against Borrower, any Other Guarantor, or any other

Person; (ii) in, or the realization upon, any security, collateral, or Lien; (iii) under the Note, the Loan Agreement, the Security Agreement, or any other agreement or instrument; or (iv) against any accommodation makers, sureties, endorsers, or guarantors.

D. Guarantor's obligations under this Guaranty Agreement must be performed without Lender's demand and are absolute, unconditional, continual, and irrevocable regardless of the genuineness, validity, regularity, or enforceability of the Note, the Loan Agreement, the Security Agreement, the other Loan Documents, the APA, or the Other Transactional Agreements and without regard to any other circumstance that might otherwise constitute a legal or equitable discharge of a surety, a guarantor, a borrower, or a mortgagor.

E. No election by Lender to proceed in one form of action or proceeding, or against Borrower, Guarantor, any Other Guarantor, or other Person, or against any security or collateral shall constitute a waiver or impairment of Lender's right to proceed (i) in any other form of action or proceeding; (ii) against Borrower, Guarantor, any Other Guarantor, or other Person; or (iii) against any other security or collateral.

Section 1.03. Waivers by Guarantors

Guarantor absolutely, unconditionally, continually, and irrevocably waives, to the fullest extent permitted by Law, all of the following:

A. the benefits of all principles or provisions of Law that are or might be in conflict with the terms of this Guaranty Agreement;

B. the benefits of any right of discharge under Law or any other rights or circumstances relating to a guarantor, a surety, a borrower, or a mortgagor under Law;

C. diligence in collecting the Obligations, presentment, demand for payment, protest, all notices with respect to the Note and this Guaranty Agreement that may be required by Law to preserve Lender's rights against Guarantor under this Guaranty Agreement, including, but not limited to, notice of acceptance of this Guaranty Agreement, notice of any amendment of the Loan Documents, notice of the occurrence of any Event of Default, notice of intent to accelerate, notice of acceleration, notice of dishonor, notice of foreclosure, notice of protest, and notice of the incurring by Borrower of any other obligation or indebtedness;

D. any right to object to the timing, manner, or conduct of Lender's enforcement of its rights under any of the Loan Documents;

E. any right to revoke this Guaranty Agreement as to any future advances made by Lender under the terms of the Loan Documents that are made to protect Lender's interest in any security or collateral securing repayment of the Obligations;

F. any right to demand or require security or collateral from Borrower, any Other Guarantor, or any other Person;

G. any duty on the part of Lender to investigate the financial condition or affairs of Borrower, any Other Guarantor, or any other Person for the benefit of the Guarantor or to advise

Guarantor of any fact respecting, or any change in, the financial condition or affairs of Borrower or any Other Guarantor that might become known to Lender at any time, whether or not Lender knows or believes or has reason to know or believe that any such fact or change is unknown to the Guarantor, or might (or does) materially increase the risk of the Guarantor as guarantor, or might (or would) affect the willingness of the Guarantor to continue as a guarantor of the Obligations and whether or not Lender has a reasonable opportunity to communicate such information to Guarantor;

H. any election by Lender under the Bankruptcy Code Section 1111(b) to limit the amount of, or any collateral securing, any Claim against Borrower;

I. any defense based upon the doctrine of marshaling of assets or upon an election of remedies by Lender, including, without limitation, an election to proceed by non-judicial rather than judicial foreclosure;

J. any defense providing that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal;

K. any other defense, event, or action (excluding compliance by Guarantor with the provisions hereof, including payment in full in cash or other immediately available funds of the Obligations) that would result in the discharge by operation of Law or otherwise of Guarantor from the performance or observance of any obligation, covenant, or agreement contained in this Guaranty Agreement;

L. any right to participate in any collateral or security now or hereafter held by Lender;

M. any defense based on any right of set-off, recoupment, or counterclaim against or in respect of the Obligations;

N. any defense based on the statute of limitations;

O. any defense Guarantor may have to performance hereunder, and any right Guarantor may have to be exonerated, arising because of (i) the impairment or suspension of the rights or remedies of Lender against Borrower; (ii) the alteration by Lender of the Obligations; (iii) any discharge of the Obligations by operation of Law as a result of the intervention or omission of Lender; or (iv) the acceptance by Lender of anything in partial satisfaction of the Obligations; and

P. any defense based on an assertion by Guarantor that it has not received, reviewed, or understood any of the terms and conditions of the Note, the other Loan Documents, the APA, or the Other Transaction Agreements.

Section 1.04. Waiver of Subrogation

Guarantor absolutely, unconditionally, continually, and irrevocably waives any Claim for reimbursement, contribution, exoneration, indemnity, subrogation, and any other similar Claim that Guarantor may have or obtain against Borrower or any Other Guarantor, because of the

payment by Guarantor of any of the Obligations, the performance of this Guaranty Agreement or the Note, or otherwise until the Obligations have been repaid and discharged in full, and all commitments to extend credit under the Note (whether optional or obligatory) have been terminated. Any amounts paid to Guarantor on account of any such Claim at any time when the obligations of Guarantor under this Guaranty Agreement shall not have been fully and finally paid shall be held by Guarantor in trust for Lender, segregated from other funds of Guarantor, and forthwith upon receipt by Guarantor shall be turned over to Lender in the exact form received by Guarantor (duly endorsed to Lender by Guarantor, if required), to be applied to Guarantor's obligations under this Guaranty Agreement, whether matured or unmatured, in such order and manner as Lender may determine.

Section 1.05. Modification of Loan Documents

At any time or from time to time and any number of times, without notice to Guarantor and without affecting the liability of Guarantor, Lender may, in its absolute and sole discretion, take any of the following actions, and Guarantor waives, to the fullest extent provided by Law, any right it may have to object to or oppose such actions:

A. Lender may extend the time for payment of the Principal Sum or Interest on the Obligations or renew the Obligations in whole or in part.

B. Lender may extend the time for Borrower's performance of or compliance with any covenant or agreement contained in the Loan Documents, whether presently existing or entered into after the Effective Date of this Guaranty Agreement or waive such performance or compliance.

C. Lender may accelerate the Maturity Date.

D. Lender and Borrower may modify or amend any of the Loan Documents in any respect, including an increase in the Principal Sum.

E. Lender may modify, exchange, surrender, or otherwise deal with any security or collateral for the Obligations or accept additional security or collateral that is pledged or mortgaged for the Obligations.

Section 1.06. Joint and Several Liability

The obligations of Guarantor and each Other Guarantor shall be joint and several. Lender, may, in its sole and absolute discretion, take any of the following actions, and Guarantor absolutely, unconditionally, continually, and irrevocably waives, to the fullest extent provided by Law, any right it may have to object to or oppose such actions:

A. Lender may bring an action, proceed against, or pursue any remedy Lender may have against Guarantor whether or not such action, proceeding, or remedy is brought or sought against Borrower or any Other Guarantor and whether or not Borrower or any such Other Guarantor is joined in such action, proceeding, or remedy.

B. Lender may bring an action, proceed against, or pursue any remedy against any general partner of Borrower, any general partner of Guarantor, or any general partner of any Other Guarantor, if Borrower, Guarantor, or any Other Guarantor is a partnership;

C. Lender may compromise or settle with Guarantor or any Other Guarantor, for such consideration as Lender may deem proper.

D. Lender may terminate, discharge, or release Guarantor from any obligation created by this Guaranty Agreement without also terminating, discharging, or releasing any Other Guarantor.

E. Lender may terminate, discharge, or release any Other Guarantor from any obligation created by this Guaranty Agreement without also terminating, discharging, or releasing Guarantor.

F. Lender may proceed against or exhaust any collateral securing repayment of the Obligations.

G. Lender may otherwise deal with Guarantor or any Other Guarantor in any manner.

No action of Lender described in this Section 1.06 will affect or impair the rights of Lender to collect from any one or more of the Guarantors any amount guaranteed by Guarantor under this Guaranty Agreement.

Section 1.07. Preference

If any payment by Borrower is held to constitute a preference under any bankruptcy, insolvency, or similar laws, or if for any other reason Lender is required to refund any sums to Borrower, such refund will not constitute a release of any liability of Guarantor under this Guaranty Agreement. It is the intention of Lender and Guarantor that Guarantor's obligations under this Guaranty Agreement will not be discharged except by Guarantor's performance of such obligations and then only to the extent of such performance.

Section 1.08. Waivers are Knowing and Informed

Guarantor acknowledges and agrees that all waivers in this Guaranty Agreement are knowing and informed waivers of Guarantor's rights and that Lender is relying on these waivers.

ARTICLE II. REMEDIES

After the occurrence of an Event of Default, Lender may (a) declare the entire unpaid balance of the Principal Sum immediately due and payable; (b) exercise any rights under any Loan Document; and (c) exercise any other remedy provided by Law or equity. No remedy referred to herein is intended to be exclusive, but each shall be cumulative, and the exercise or beginning of exercise by Lender of any one or more of such remedies shall not preclude the simultaneous or later exercise of any or all of such remedies.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Guarantor absolutely, unconditionally, continually, and irrevocably represents and warrants to Lender that the following statements are true, correct, and complete as of the Effective Date and shall be true, correct, and complete until full and final payment and performance of, and compliance with, the Obligations:

Section 3.01. Competency

Guarantor (i) is an adult individual and is sui juris and (ii) is not and shall not come under any restraint or in any respect become incompetent to enter into and remain a Guarantor under this Guaranty Agreement.

Section 3.02. Guarantor Identity

A. A true and correct copy of the current Ohio Driver License for Guarantor Pawan Kumar (Kevin) Challa is attached hereto as Exhibit 1.

B. A true and correct copy of the current Ohio Driver License for Guarantor Prabhakar Kesari (Ram) Reddy is attached hereto as Exhibit 2.

C. A true and correct copy of the current Ohio Driver License for Guarantor Akshetha Kesari Reddy is attached hereto as Exhibit 3.

Section 3.03. Ownership of Borrower

A. Guarantor is an owner of Borrower and will materially benefit from Lender's extension of the Loan evidenced by the Note. The value of the consideration received or to be received by Guarantor is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, and such liability and obligation may reasonably be expected to benefit Guarantor directly and indirectly.

B. Guarantor and the Other Guarantors own and Control and shall continue to own and Control one hundred percent (100%) of the Ownership Interests in Borrower, and Guarantor and the Other Guarantors Control Borrower. Other than Guarantor and the Other Guarantors, there are no other Persons who own or Control or who shall in the future own or Control any Ownership Interests in Borrower, and there are no other Persons who Control Borrower or who shall in the future Control Borrower.

C. Guarantor shall not (i) Transfer or take any action to Transfer all or any part of Guarantor's Ownership Interests in Borrower to another Person; (ii) fail to prevent such Transfer; or (iii) seek to accomplish any of the foregoing.

Section 3.04. Loan Documents

Guarantor has received, reviewed, approved, and has and will retain an accurate and complete copy of all Loan Documents, the APA, and the Other Transaction Agreements.

Section 3.05. Authorization of Transaction

Guarantor has full power, right, and authority to enter into and perform Guarantor's obligations under this Guaranty Agreement and the other Loan Documents. This Guaranty and the other Loan Documents to which Guarantor is (or shall be) a party have been duly executed and delivered by Guarantor, and assuming due and valid authorization, execution, and delivery hereof and thereof by the other Parties hereto and thereto, constitute the valid and legally binding obligation of Guarantor enforceable against Guarantor by their respective terms.

Section 3.06. No Conflicts, Approvals, or Consents

The execution, delivery, and performance of this Guaranty Agreement and the other Loan Documents by Guarantor do not and will not (i) (A) conflict with, constitute a breach, violation, or default of, result in or give to any Person any right of termination, cancellation, acceleration, or modification or any right to increased, additional, accelerated, or guaranteed payments (including any change-of-control payments) or (B) result in or constitute a circumstance that, with or without notice or lapse of time or both, would constitute any of the foregoing, in each case, in, for, with respect to or under any Contract; (ii) violate any Law; or (iii) give rise to or impose any Lien or Liability on any of Guarantor's assets.

Section 3.07. Bankruptcy

Guarantor has not (i) filed any voluntary or had involuntarily filed against Guarantor in any court or with any governmental body a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of Guarantor's assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of Guarantor's assets; (iv) given notice to any Person of insolvency; or (v) made an assignment for the benefit of creditors or taken any other similar action for the protection or benefit of creditors. Guarantor is not insolvent and will not be rendered insolvent by the performance of Guarantor's obligations under this Note and the other Loan Documents and has sufficient funds to consummate the transactions under the Loan Documents and pay existing debts and liabilities as they mature.

Section 3.08. No Material Adverse Change

No litigation, investigation, or proceeding of or before any Governmental Authority is pending or, to the knowledge of Guarantor, threatened by or against Guarantor or against any of Guarantor's assets (i) with respect to this Guaranty Agreement or any of the transactions contemplated hereby or (ii) that could have a material adverse effect on the net worth, assets, financial condition, or prospective financial position of Guarantor.

Section 3.09. Accuracy of Information

None of the factual information heretofore or contemporaneously furnished to Lender by or on behalf of Guarantor in connection with this Guaranty Agreement or any other Loan Document contains any untrue statement of a material fact, or omits to state any material fact necessary to make any information not misleading, and no other factual information hereafter

furnished in connection with this Guaranty Agreement or any Loan Document by or on behalf of Guarantor to Lender will contain any untrue statement of a material fact or will omit to state any material fact necessary to make any information not misleading on the date as of which such information is dated or certified.

Section 3.10. Conditions

There are no conditions precedent to the effectiveness of this Guaranty Agreement that have not been satisfied or waived.

Section 3.11. Borrower's Financial Condition; Investigation

Guarantor delivers this Guaranty Agreement based solely on Guarantor's own independent investigation of (or decision not to investigate) the financial condition of Borrower and is not relying on any information furnished by Lender. Guarantor has, independently and without reliance upon Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Guaranty Agreement, and has established adequate procedures for continually obtaining information about, and is now and at all times will be completely familiar with, the business, condition (financial or otherwise), operations, performance, properties, and prospects of Borrower. Guarantor assumes full responsibility to keep informed concerning the financial condition of Borrower and all other circumstances bearing upon the risk of nonpayment of the Obligations, the status of the Obligations or any other matter that Guarantor may deem necessary or appropriate, now or later.

Section 3.12. Affirmative Covenants

A. Guarantor shall comply with Guarantor's obligations under material Contracts and agreements and all Laws applicable to Guarantor and Guarantor's business.

B. Guarantor shall pay, discharge, or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all of Guarantor's material obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings.

C. Guarantor shall upon the request of Lender, promptly execute and deliver such further instruments and do or cause to be done such further acts as may be necessary or advisable to carry out the intent and purposes of this Guaranty Agreement.

D. Guarantor shall notify Lender immediately of any Event of Default and provide written notice to Lender of the nature and extent of such Event of Default and the action, if any, Borrower or Guarantor has taken or proposes to take with respect to such Event of Default.

E. Guarantor shall indemnify, defend, and hold harmless the Lender Indemnified Persons from and against all Liens, Claims, and Liabilities incurred by a Lender Indemnified Person as a result of, in connection with, or arising out of or relating to this Guaranty Agreement.

ARTICLE IV. OTHER MATTERS

Section 4.01. Release; Reinstatement

Upon the full and punctual payment and performance of, and compliance with, the Obligations, this Guaranty Agreement shall terminate automatically and all obligations of all Guarantors hereunder shall cease to be in force and effect, and Lender shall release all security given for this Guaranty Agreement, if any.

Section 4.02. Limitation under Applicable Insolvency Laws

Notwithstanding anything to the contrary contained herein, it is the intention of Guarantors and Lender that the amount of Guarantor's obligations hereunder shall be equal to, but not in excess of, the maximum amount thereof not subject to avoidance or recovery by operation of Law governing bankruptcy, reorganization, arrangement, adjustment of debts, relief of debtors, dissolution, insolvency, fraudulent transfers or conveyances, or other similar laws, including without limitation Section 548 of the Bankruptcy Code (collectively, "Applicable Insolvency Laws"). To that end, but only in the event and to the extent that Guarantor's obligations hereunder or any payment made pursuant thereto would, but for the operation of the foregoing proviso, be subject to avoidance or recovery under Applicable Insolvency Laws, the amount of Guarantor's obligations hereunder shall be limited to the largest amount which, after giving effect thereto, would not, under Applicable Insolvency Laws, render Guarantor's respective obligations hereunder unenforceable or avoidable or subject to recovery under Applicable Insolvency Laws. To the extent any payment actually made hereunder exceeds the limitation contained in this Section 4.02, then the amount of such excess shall, from and after the time of payment by any Guarantor, be reimbursed by Lender upon demand by Guarantor. The foregoing proviso is intended solely to preserve the rights of Lender hereunder against Guarantors to the maximum extent permitted by Applicable Insolvency Laws and neither Borrower nor Guarantors nor any other Person shall have any right or Claim under this Section 4.02 that would not otherwise be available under Applicable Insolvency Laws. In furtherance of the foregoing, if any payment shall be required to be made to Lender under this Guaranty Agreement, Guarantor hereby unconditionally and irrevocably agrees it will contribute, to the maximum extent permitted by Law, such amounts to each Other Guarantor and Borrower so as to maximize the aggregate amount paid to Lender under or in connection with the Note.

Section 4.03. Death or Disability of Guarantor

In the event of the death of Guarantor, the obligation of the deceased shall continue in full force and effect against Guarantor's estate or beneficiaries as to all indebtedness that shall have been created or incurred by Borrower before the time when Lender shall have received notice, in writing, of such death; and this Guaranty Agreement shall from the date of such death as to all indebtedness created, incurred or arising after such death remain and continue in full force as a Guaranty by any surviving Other Guarantors.

ARTICLE V. MISCELLANEOUS

Section 5.01. Complete Agreement

This Guaranty Agreement and the other Loan Documents constitute the complete agreement between the Parties and supersede any prior oral or written agreements between such Parties regarding the transactions contemplated herein. There are no agreements, understandings, warranties, or representations between the Parties except as set forth in this Guaranty Agreement and the other Loan Documents, and no such Party has executed or authorized the execution of this Guaranty Agreement or the other Loan Documents in reliance upon any such agreement, understanding, warranties, or representations. There are no verbal agreements that change this Guaranty Agreement or the other Loan Documents.

Section 5.02. Amendments

The terms of this Guaranty Agreement and the other Loan Documents may not be altered, modified, amended, supplemented, or terminated in any manner whatsoever unless in writing and signed by the Parties thereto.

Section 5.03. Waiver

Except as expressly set forth in this Guaranty Agreement or the other Loan Documents, (i) no failure or delay on the part of any Party in the exercise of any right hereunder or thereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant, or agreement contained herein or therein; (ii) any single or partial exercise of any right hereunder or thereunder shall not preclude any other or further exercise thereof or of any other right hereunder or thereunder; (iii) no waiver of any provision hereunder or thereunder shall be deemed or shall constitute a waiver of any other provision hereof or thereof (whether or not similar) or shall constitute a continuing waiver unless otherwise expressly provided; (iv) no waiver of any right or remedy hereunder or thereunder shall be valid unless the same shall be in writing and signed by the Party against whom such waiver is intended to be effective; and (v) failure on the part of a Party to complain of any act of any other Party or to declare any other Party in default hereunder or thereunder, irrespective of how long that failure continues, does not constitute a waiver by that Party of its rights with respect to that default until the applicable statute of limitations period has run.

Section 5.04. Assignment

Lender may sell, assign, securitize, pledge, or otherwise transfer all or any part of Lender's rights and obligations under this Guaranty Agreement without the consent of Borrower or Guarantor. Guarantor may not assign Guarantor's rights and obligations under this Guaranty Agreement without Lender's prior written consent.

Section 5.05. Successors and Permitted Assigns

This Guaranty Agreement and the other Loan Documents shall be binding upon and inure to the benefit of the Parties hereto or thereto and their respective successors and permitted assigns.

Section 5.06. Severability

Any term or provision of this Guaranty Agreement or the other Loan Documents that is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason shall, as to that jurisdiction, be ineffective solely to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Guaranty Agreement or the other Loan Documents or affecting the validity or enforceability of any of the terms or provisions of this Guaranty Agreement or the other Loan Documents in any other jurisdiction. Upon such determination that any term or provision is invalid or unenforceable, the Parties shall negotiate in good faith to modify the affected agreement to effect the original intent of the Parties hereto or thereto as closely as possible in a mutually acceptable manner so that the Transaction be as originally contemplated to the greatest extent possible. If any provision of this Guaranty Agreement or the other Loan Documents is determined by a court of competent jurisdiction to be so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

Section 5.07. Relationship of the Parties; Other Third-Party Beneficiaries

A. The relationship between Lender and Guarantor shall be solely that of creditor and guarantor, respectively, and nothing contained in this Guaranty Agreement or any other Loan Document will create any other relationship or will constitute Lender as a joint venturer, partner, or agent of Guarantor or render Lender liable for any debts, obligations, acts, omissions, representations, or warranties of Guarantor.

B. Except as provided in Section 3.12.E for the Lender Indemnified Persons, the terms and provisions of this Guaranty Agreement are intended solely for the benefit of Lender, and no provision of this Guaranty Agreement or the other Loan Documents shall be construed to confer any right, remedy, benefit, or Claim on any other Person.

Section 5.08. Counterparts

This Guaranty and the other Loan Documents may be executed in counterparts (including the execution of counterpart signature pages), each of which shall be an original, and all of which counterparts taken together shall constitute one and the same agreement. Signatures may be delivered by facsimile or electronic delivery, and such signatures shall be binding on the Parties hereto or thereto.

Section 5.09. Business Day

If any date or deadline in this Guaranty Agreement or the other Loan Documents occurs on a day that is not a Business Day, the date or deadline shall be extended to be the next Business Day.

Section 5.10. Construction

The negotiation and drafting of this Guaranty Agreement and the other Loan Documents have been jointly conducted by the Parties hereto or thereto. In the event any ambiguity or question of intent or interpretation arises, this Guaranty Agreement and the other Loan

Documents shall be construed as if drafted jointly by all Parties hereto or thereto, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Guaranty Agreement or the other Loan Documents.

Section 5.11. Representation by Counsel

The Parties represent and acknowledge that each has been represented by or had the opportunity to be represented by independent counsel of its own choosing and that each has had the full right and opportunity to consult with its counsel to the extent that it desired, if any, it availed itself of the opportunity, and that it or its authorized representatives have carefully read and fully understand the Loan Documents in their entirety. Each Party further acknowledges and stipulates that it is a sophisticated person regarding this Transaction, that each is on equal footing with and has equal bargaining power with the other Parties, and that each understands the allocation of business and legal risks in the Loan Documents.

Section 5.12. Electronic Execution

The words “executed,” “execution,” “signed,” “signature,” and words of similar import in this Guaranty Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under Law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. Law §§ 301-309), Ohio Uniform Electronic Transactions Act, Ohio. Rev. Stats. §§ 1306.01 et. seq., or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 5.13. Governing Law

THIS GUARANTY AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING THE FORMATION, BREACH, TERMINATION, VALIDITY, INTERPRETATION, AND ENFORCEMENT HEREOF OR THEREOF, AND THE TRANSACTION, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO PRINCIPLES OR RULES OF CONFLICT OF LAWS, TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

Section 5.14. Waiver of Jury Trial

GUARANTOR ON BEHALF OF THEMSELVES AND THEIR AFFILIATES, TRANSFEREES, ASSIGNEES, SUCCESSORS, AND LEGAL REPRESENTATIVES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, SUIT, ACTION, OR OTHER PROCEEDING (I) ARISING OUT OF OR RELATING IN ANY WAY TO THIS GUARANTY AGREEMENT OR THE OTHER LOAN DOCUMENTS OR (II) BETWEEN THE PARTIES.

Section 5.15. Consent to Jurisdiction; Venue

Guarantor irrevocably submits to the exclusive jurisdiction of any state and federal court covering Clark County, Ohio for purposes of any Claim arising out of or relating in any way to this Guaranty Agreement. Guarantor further agrees that service of any process, summons, notice, or document sent by U.S. certified mail to such Party's respective address as established under Section 5.17, if applicable, shall be effective service of process for any Claim with respect to any matters to which it has submitted to jurisdiction as set forth in this Section 5.15. Guarantor irrevocably and unconditionally waives any objection to the laying of venue of any Claim with respect to any matters to which it has submitted to jurisdiction as set forth in this Section 5.15 in any state and federal court covering Clark County, Ohio and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Claim brought in any such court has been brought in an inconvenient forum.

Section 5.16. Attorneys' Fees and Costs

Guarantor shall pay all reasonable attorneys' fees, expenses, and costs that Lender incurs in the enforcement of its rights under this Guaranty Agreement.

Section 5.17. Notices

Except as may otherwise be specified in the other Loan Documents, all notices required or permitted under this Guaranty Agreement and the other Loan Documents shall be in writing, duly signed by or identifiable to the Party giving such notice, and shall be delivered, faxed, emailed, or mailed by registered or certified mail or by recognized overnight delivery or courier service (e.g., Federal Express) as follows:

If to Borrower:	Reid Golf LLC Attention: Prabhakar Kesari (Ramp) Reddy Title: Managing Member Email: rampaparker@yahoo.com Phone: (513) 290-8846
If to Guarantors:	Pawan Kumar (Kevin) Challa, an individual Person 3373 Lady Palm Drive Mason, Ohio 45050 Ohio Driver License No. DOB: . Email: kevin.ameristop@gmail.com Phone: (513) 288-4402

	Prabhakar Kesari (Ramp) Reddy, an individual Person 5111 Sycamore View Road Mason, Ohio 45040 Ohio Driver License No. DOB: Email: rampaparker@yahoo.com Phone: (513) 290-8846
	Akshetha Kesari Reddy, an individual Person 5111 Sycamore View Road Mason, Ohio 45040 Ohio Driver License No. DOB: Email: akshethar@gmail.com Phone: (513) 328-6890
If to Lender:	Reid Park Limited Attention: Alan E. Collins Title: Managing Member 536 Archer Lane Springfield, Ohio 45503 Email: alan@collins64.com Phone: (937) 631-3400

A notice or demand will be deemed received upon the earlier to occur of (i) actual receipt; (ii) if personally delivered, upon receipt; (iii) if sent by recognized overnight delivery or courier service, one (1) Business Day after deposit with such carrier; (iv) if sent by facsimile or email, upon transmission with confirmation of delivery; or (v) if sent by registered or certified mail, three (3) Business Days after deposit in the mail. Any Party may change its address for the service of notice by giving notice of such change to the other Party five (5) Business Days before the effective date of such change. The Parties agree to promptly confirm receipt of notices sent via email.

Section 5.18. Time

Time is of the essence for this Guaranty Agreement.

Section 5.19. Definitions

Capitalized terms not otherwise defined in this Guaranty Agreement shall have the meanings set forth in the Loan Agreement or the UCC, as applicable.

[The remainder of this page was intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, Guarantors have executed this Guaranty Agreement as of the Effective Date.

GUARANTORS

Pawan Kumar (Kevin) Challa

Prabhakar Kesari (Ramp) Reddy

Akshetha Kesari Reddy

EXHIBIT 1

Ohio

302

DRIVER LICENSE

Copyright Clearance Center, Inc.



CHALLA

PAWAN KUMAR

3373 LADY PALM DR

MASON, OH 45040

08-17-2031

5-08 BLK

[illegible]

10

1997

EXHIBIT 2

The logo for the Ohio USA Pavilion, featuring the word "Ohio" in a large, blue, cursive script and "USA" in a smaller, blue, sans-serif font inside a blue oval.

Mike DeWine, Governor

DRIVER LICENSE

Charles L. Norman, Registrar

NOT FOR
FEDERAL ID



ONP

12 REDDY

PRABHAKAR KESARI

8 5111 SYCAMORE VIEW DR

MASON, OH 45040

9 CLASS 46 EXP

D 09-20-2025

15 SEX 16 HGT

M 5-05 BLK

4a155 08-11-2023

5 DD-REF



42. REST

122

SEVEN

BLY

-2023

5 DD-REF

310

EXHIBIT 3

Ohio

USA

Mike DeWine, Governor

Charles L. Norman, Registrar

DRIVER LICENSE

4dNL

1,2 REDDY

AKSHETHA KESARI

8 5111 SYCAMORE VIEW DR

MASON, OH 45040

9 CLASS 4b EXP

9a END

D 09-17-2030

12 REST

A

15 SEX 16 HGT 18 EYES

F 5-02 BRO

4a ISS 08-22-2023

500-RE

3-DC



AKSHETHA KESARI



EXHIBIT 6 – ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

This ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE (this “Agreement”) is executed to be effective as of July 31, 2024 (the “Effective Date”), by and between Reid Park Limited, an Ohio limited liability company (“Assignor”), and Reid Golf LLC, an Ohio limited liability company (“Assignee”). Assignor and Assignee may sometimes be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated on or about July 14, 2024, as amended (the “APA”); and

WHEREAS, the APA provides for the assignment of the Acquired Assets to Assignee and the assumption of the Assumed Liabilities by Assignee.

NOW, THEREFORE, in consideration of the mutual promises herein made and other good and valuable consideration, Assignor and Assignee agree as follows:

I. ASSUMED CONTRACTS

A. Assumed Contracts

The Assumed Contracts are identified and described on Schedule A attached hereto.

B. Assignment

In accordance with and subject to the terms of the APA, Assignor hereby grants, conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby acquires from Assignor, all of Assignor’s right, title, and interest in and to the Assumed Contracts identified on Schedule A.

C. Assumption

In accordance with and subject to the terms of the APA, Assignee hereby accepts and assumes the Assumed Contracts identified on Schedule A from and after the Effective Date.

II. ACQUIRED ASSETS

A. Acquired Personal Property and other Acquired Assets

The Acquired Equipment is listed and described on Schedule B attached hereto, the Acquired Inventory is listed and described on Schedule C attached hereto, and the other Acquired Assets are listed and described on Schedule D attached hereto.

B. Conveyance and Acceptance of Acquired Assets

In accordance with and subject to the terms of the APA, Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee hereby acquires from Assignor, all of

Assignor's right, title, and interest in and to the Acquired Equipment identified on Schedule B, the Acquired Inventory identified on Schedule C, and the other Acquired Assets identified on Schedule D.

III. ASSUMPTION AGREEMENT

In accordance with and subject to the terms of the APA, Assignee hereby accepts and assumes the Assumed Liabilities.

IV. OTHER TERMS

A. Defined Terms

Unless otherwise specifically provided herein, each capitalized term used but not defined herein shall have the meaning given to such term in the APA.

B. APA Controls

This Agreement is and shall be subject to and governed entirely by and in accordance with the terms and conditions of the APA. Certain provisions of the APA, by the terms of the APA, are incorporated herein by reference as if fully set forth herein, including, but not limited to, APA Article XI (Seller Disclaimer; As-Is Nature of Sale) and Article XV (Miscellaneous). Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, limit, exceed, expand, enlarge or in any way affect the provisions of the APA, including any representation, warranty, covenant, agreement, obligation, condition, exclusion, or limitation contained therein or the rights or remedies contemplated thereby. To the extent this Agreement conflicts with the APA, the APA shall control.

[The remainder of this page was intentionally left blank. Signature pages follow.]

Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNOR

Reid Park Limited, an Ohio limited liability company

By: _____
Alan E. Collins
Manager

ASSIGNEE

Reid Park, LLC, an Ohio limited liability company

By: _____
Prabhakar Kesari (Ramp) Reddy
Managing Member

SCHEDULE A – ASSUMED CONTRACTS

- Schedule A-1: Five-Day Anniversary Memberships (2024-2025)
- Schedule A-2: Seven-Day Anniversary Memberships (2024-2025)
- Schedule A-3: Five-Day No Fee Golf Passes (2024)
- Schedule A-4: Seven-Day No Fee Golf Passes (2024)
- Schedule A-5: Reduced Fee Golf Passes (2024)
- Schedule A-6: Private Cart Storage Memberships (2024)
- Schedule A-7: Cart Rental Passes (2024)

Schedule A-1: Five-Day Anniversary Memberships

Description



REID PARK GOLF COURSE
(NORTH & SOUTH) - 36 HOLES
5-Day Anniversary Membership (Monday – Friday)
An understanding with our members...

- Members, Guests, and Public Players alike must check in with the golf shop staff before going to the tee box. To ensure a position on the tee box for you and your guests, tee times are required.
- For the benefit of all players, our Members will be committed to playing the holes in the designated order or as prescribed by the golf shop staff as necessary.
- Our Members agree to set the example for all guests and public play by staying out of all areas on the course marked as "ground under repair" or otherwise protected for the sake of improved playability for Members and guests of Reid Park Golf Course (North and South).
- This 57th Year Anniversary Membership is a pre-paid green fee program for 2 years and applies to "open play" periods at Reid Park Golf Course (North and South), so it will not entitle these members to play in scrambles, club outings, leagues, member events, club tournaments or during seasonal blocked tee time periods i.e. Espich, Doyle, Best Ball, Geritol, Snyder Park Best Ball etc., without paying the applicable fees.
- This new membership group will be allowed to make tee-time reservations three (3) days in advance.
- All Anniversary members must show their driver's license or any valid ID with their membership card when checking in. If anyone uses your membership card other than yourself, your membership will be terminated immediately with no refund.
- This Anniversary Membership is valid Monday through Friday not including Holidays.
- All minors must be accompanied by an adult.
- Customers are not allowed to bring personal coolers to the golf courses.
- This membership category will not be allowed to purchase annual cart passes or pay trail fees nor can any Anniversary member ride free with a Premium member or Standard member in his/her personal cart without paying the rack rate cart fee.
- Members, Guests, and Public Players will not play on the golf course during periods when a portion of the holes (or the entire course) is closed due to weather, special events, or golf course maintenance. Reid Park Golf Course (North and South) shall not be held responsible for any acts of God.
- Ohio State law requires all beverages including alcoholic beverages be distributed solely by Reid Park Golf Course (North and South). Therefore, as Members, you will agree that you and your guests will not bring food or beverages including alcoholic beverages onto the property that were not purchased at Reid Park Golf Course (North and South). All violators will have their membership revoked immediately.
- This Anniversary Membership is valid thru December 31st, 2025.
- Anniversary membership is not transferable and non-refundable.
- All golfers must follow course policies and adhere to player responsibilities e.g., repairing ball marks, raking bunkers, filling divots, being conscious of the pace of play, and following cart-directional signs. If you fail to do so, the first offense will be a polite oral notification from a staff member. The player will then be issued a written warning ticket, and that information will be logged into our database. The second violation will result in a 30-day suspension of playing privileges. If for any reason there is a third violation within a calendar year, your membership will be canceled without refund and you will be permanently suspended from Reid Park Golf Course (North and South).
- All Anniversary members are required to have a tee time.

Member's Name

Member's Signature

Date

WELCOME TO REID PARK GOLF COURSE (NORTH & SOUTH)!

Membership Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 575.

Schedule A-2: Seven-Day Anniversary Memberships

Description



REID PARK GOLF COURSE
(NORTH & SOUTH) - 36 HOLES
7-Day Anniversary Membership (Monday – Sunday)
An understanding with our members...

- Members, Guests, and Public Players alike must check in with the golf shop staff before going to the tee box. To ensure a position on the tee box for you and your guests, tee times are required.
- For the benefit of all players, our Members will be committed to playing the holes in the designated order or as prescribed by the golf shop staff as necessary.
- Our Members agree to set the example for all guests and public play by staying out of all areas on the course marked as "ground under repair" or otherwise protected for the sake of improved playability for Members and guests of Reid Park Golf Course (North and South).
- This 57th Year Anniversary Membership is a pre-paid green fee program for 2 years and applies to "open play" periods at Reid Park Golf Course (North and South), so it will not entitle these members to play in scrambles, club outings, leagues, member events, club tournaments or during seasonal blocked tee time periods i.e. Espich, Doyle, Best Ball, Geritol, Snyder Park Best Ball etc., without paying the applicable fees.
- This new membership group will be allowed to make tee-time reservations three (3) days in advance.
- All Anniversary members must show their driver's license or any valid ID with their membership card when checking in. If anyone uses your membership card other than yourself, your membership will be terminated immediately with no refund.
- Anniversary members must tee off after 11 a.m. on weekends and Holidays since these are our busiest times at the course.
- All minors must be accompanied by an adult.
- Customers are not allowed to bring personal coolers to the golf courses.
- This membership category will not be allowed to purchase annual cart passes or pay trail fees nor can any Anniversary member ride free with a Premium member or Standard member in his/her personal cart without paying the rack rate cart fee.
- Members, Guests, and Public Players will not play on the golf course during periods when a portion of the holes (or the entire course) is closed due to weather, special events, or golf course maintenance. Reid Park Golf Course (North and South) shall not be held responsible for any acts of God.
- Ohio State law requires all beverages including alcoholic beverages be distributed solely by Reid Park Golf Course (North and South). Therefore, as Members, you will agree that you and your guests will not bring food or beverages including alcoholic beverages onto the property that were not purchased at Reid Park Golf Course (North and South). All violators will have their membership revoked immediately.
- This Anniversary Membership is valid thru December 31st, 2025.
- Anniversary membership is not transferable and non-refundable.
- All golfers must follow course policies and adhere to player responsibilities e.g., repairing ball marks, raking bunkers, filling divots, being conscious of the pace of play, and following cart-directional signs. If you fail to do so, the first offense will be a polite oral notification from a staff member. The player will then be issued a written warning ticket, and that information will be logged into our database. The second violation will result in a 30-day suspension of playing privileges. If for any reason there is a third violation within a calendar year, your membership will be canceled without refund and you will be permanently suspended from Reid Park Golf Course (North and South).
- All Anniversary members are required to have a tee time.

Member's Name

Member's Signature

Date

WELCOME TO REID PARK GOLF COURSE (NORTH & SOUTH)!

Membership Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 577.

Schedule A-3: Five-Day No Fee Golf Passes

Description

Pass Holders are entitled to play golf on the weekdays with no green fee. Carts are not included. These passes are effective during 2024.

Pass Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 800.

Schedule A-4: Seven-Day No Fee Golf Passes

Description

Pass Holders are entitled to play golf on all days with no green fee. Carts are not included. These passes are effective during 2024.

Pass Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 1000.

Schedule A-5: Reduced Fee Golf Passes

Description

Pass Holders are entitled to play golf on all days at the following green fee: (1) weekdays with cart = \$20; (3) weekends and holidays with cart = \$30; (3) weekdays without cart = \$14; and (4) weekends and holidays without cart = \$16. These passes are effective during 2024.

Pass Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 300.

Schedule A-6: Private Cart Storage Memberships

Description

Membership holders are entitled to store their private cart in the cart barn at the Golf Course. These memberships are effective during 2024.

Membership Holders

1. Darrell Crace, cdcrace@icloud.com, 739 Sheffield 45506
2. Scott Parrill, sdp816@woh.rr.com, 136 Helen St Enon 45323
3. Dave Raber, duffer655@gmail.com
4. Dave Thomas, dthomas145@woh.rr.com, 291 Lammes Ln New Carlisle 45344
5. Ron Fent, ref1fent@aol.com, 2913 Cumberland Dr 45506
6. Don Neer, dneer1@gmail.com, 1916 Perkins Dr 45505
7. Ed Davis, edavislefty@yahoo.com
8. Jim Mckenzie, mjimmac@roadrunner.com, 1922 West Possum Rd 45506
9. Harold McDonald, h_mcdonald@att.net, 3891 New Carlisle Pk 45504
10. Jim Pinti, jpinti00@aol.com
11. Jim Billett, jbillett@woh.rr.com, 3438 Rockview 45504
12. Ken Billett
13. Kieth Huemmer, kieth_huemmer@yahoo.com
14. Larry Beegle, bbeegle@aol.com, 2304 Beatrice 45503
15. Rick Drugman, rickdrugman4798@gmail.com, 1615 Sierra Ave 45503
16. Kevin Roddy, k.rodgy@sbcglobal.net
17. Jeff Brickman, pilotjeffro@hotmail.com
18. Mike Flora, mflora57@yahoo.com
19. George Whitacre, gwhitacre4@woh.rr.com, 937 925 1506

Schedule A-7: Cart Rental Passes

Description

Membership holders are entitled to the use of a cart while playing golf with no cart fee. These memberships are effective during 2024.

Membership Holders

1. Robert Craig
2. Robert Decker
3. Gurney Haines

SCHEDULE B – ACQUIRED EQUIPMENT

No.	Category	Description	SN/Comments
1	Aerifiers	1997 - Toro Fairway - Fairways	60130
2	Aerifiers	2012 - Toro ProCore - Greens / Pro Core	00573
3	Automobiles	2007 - Ford F450 SD Dump	1FDXF46Y37EA86916
4	Automobiles	2006 - Dodge Ram Pick Up (Vin shows 2004 Dodge Ram 1500)	207H416D345187
5	Blowers	2000 - AgriMetal - Tractor Blower	NO SERIAL #
6	Blowers	2002 - Buffalo Turbine Blower - Pull behind	NO SERIAL #
7	Blowers	2002 - Buffalo Turbine Blower - Pull behind	NO SERIAL #
8	Blowers	Windstorm Stand on Blower	890D147
9	Bunker Rakes	2017 - John Deere 1200 - Bunker Rake	1TC1200ACHT235125
10	Carts	2015 Yamaha F1S (15)	SEE ATTACHED
11	Carts	2015 Yamaha Carburetor (45)	SEE ATTACHED
12	Carts	2017 Yamaha Carburetor (35) / DR2A17	SEE ATTACHED
13	Carts	2019 Yamaha Carburetor (25)	SEE ATTACHED
14	Carts	Beverage Cart	JU5-400817
15	Carts	Range Cart	EG9736-602262
16	Maintenance Area	Conference Table / 8 chairs / Maintenance Area	NO SERIAL #
17	Maintenance Area	Counter with sink	NO SERIAL #
18	Maintenance Area	Micro Oven	30820351
19	Maintenance Area	Desk, Chair (2) , end table	NO SERIAL #
20	Maintenance Area	Desk, Chair, Table, computer	NO SERIAL #
21	Maintenance Area	Table, Chair	NO SERIAL #
22	Maintenance Area	Tool Chest, Storage Cabinet	NO SERIAL #
23	Maintenance Area	Time clock, computer	NO SERIAL #
24	Maintenance Area	Desk, chair, computer	NO SERIAL #
25	Maintenance Miscellaneous	Rotary Lift TL07-205 7000 lbs	CFS 99A 007
26	Maintenance Miscellaneous	Toro 4-wheel drive / Backend needs repair	NO SERIAL #
27	Maintenance Miscellaneous	Drag Mat	NO SERIAL #
28	Maintenance Miscellaneous	Toro Pro Sweeper	31200120
29	Maintenance Miscellaneous	Accu-Master / Reel Grinder	99B65001247
30	Maintenance Miscellaneous	Power Washer	NO SERIAL #
31	Maintenance Miscellaneous	New Reels	NO SERIAL #
32	Mowers	2016 -Toro Greens Master 3150 - Greens Mower	3060000464
33	Mowers	2012 - Toro Greens Master 3150 - Greens Mower #2	312000977
34	Mowers	2019 - Lastec W2400 - Rough Mower	3360102
35	Mowers	2018 - Lastec 3873 - Rough Mower	3550202
36	Mowers	2018 - John Deere Zero-Turn - Rough Mower	Z915E
37	Mowers	2014 - Jacobson Kings IV - Greens Mower	062304 01776
38	Mowers	2014 - Jacobson LF3400 - Fairway Mower	067979 02707
39	Mowers	2015 - Toro Grandmaster 5400 - Rough Mower	29000308
40	Mowers	1998 - Toro 3100 - Verticuter	81057
41	Mowers	2012 - Toro 3300 - Greens Mower	0221
42	Mowers	2012 - Toro 3300 - Tee Mower	0222
43	Mowers	Toro Grandmaster 4700D	00258
44	Mowers	2004 - Toro 5700 - Rough Mower	41582
45	Mowers	2008 - Toro 5510 2wd - Fairway Mower	280000505
46	Mowers	2010 - Toro 5610 4wd - Fairway Mower	312000258
47	Mowers	2012 - Toro Greens Master 1000 - Greens Mowers Walkers	00332
48	Mowers	2012 - Toro Greens Master 1000 - Greens Mowers Walkers	00339
49	Mowers	2012 - Toro Greens Master 1000 - Greens Mowers Walkers	00302
50	Mowers	Landpride Mower - Pull Behind Mower Deck	NO SERIAL #
51	Mowers	TORO 4700D	401 230101
52	Other	2017 - Woods Pallet Forks - Attachment	NO SERIAL #
53	Other	2015 - Lilly Spreader 500lbs - Fert Spreader	NO SERIAL #
54	Other	2002 Foley Grinding Machine - Reels Grinder	0086700163

No.	Category	Description	SN/Comments
55	Pro Shop Area	Display Rack	NO SERIAL #
56	Pro Shop Area	Desk and Chair	NO SERIAL #
57	Pro Shop Area	Safe	SO31518-215
58	Pro Shop Area	Customer Service Center	NO SERIAL #
59	Pro Shop Area	Chair	NO SERIAL #
60	Pro Shop Area	Shelving	NO SERIAL #
61	Pro Shop Area	Desk and Chair	NO SERIAL #
62	Pro Shop Area	Computer and Monitor & Other Computers & Related Equipment	63QTEPP0 039RN4C MMTERRAA0019434D 804-102-545 804-104-546 MMTERRAA00194340
63	Pro Shop Area	File	NO SERIAL #
64	Pro Shop Area	Printer	HP CN28Q7QGFM
65	Pro Shop Area	Refrigerator	FL303090
66	Pro Shop Area	Printer	NP TH217M3Q1BF
67	Pro Shop Area	File	NO SERIAL #
68	Pro Shop Area	Shredder	FELLOWS PS-79 Ci
69	Pro Shop Area	Work Bench	NO SERIAL #
70	Pro Shop Area	TV	NO SERIAL #
71	Pro Shop Area	Lockers (48)	NO SERIAL #
72	Pro Shop Area	Table	NO SERIAL #
73	Pro Shop Area	Club Display	NO SERIAL #
74	Pro Shop Area	End Cap	NO SERIAL #
75	Pro Shop Area	End Cap and hat display	NO SERIAL #
76	Pro Shop Area	Range Ball Machine	WITTEK 68151310
77	Pro Shop Area	Range Picker	WITTEK 158597
78	Restaurant Area	Wood condiment station	NO SERIAL #
79	Restaurant Area	Dining Tables / 7 with 19 chairs	NO SERIAL #
80	Restaurant Area	64" metal table	NO SERIAL #
81	Restaurant Area	Beer Dispenser / 6 taps	5005767
82	Restaurant Area	60" Metal Table	NO SERIAL #
83	Restaurant Area	Fryer, Griddle	NO SERIAL #
84	Restaurant Area	Under counter storage	NO SERIAL #
85	Restaurant Area	Sandwich Station	B102243762
86	Restaurant Area	48" Arctic Air Chest Freezer	WB 13759020
87	Restaurant Area	Scotsman Ice Maker	ME257 168120-06B
88	Restaurant Area	Hamilton Beach 22Qt Roaster Oven	NO SERIAL #
89	Restaurant Area	Frigidaire Portable Ice Machine	A2208467980003794
90	Restaurant Area	68" Stainless Steel Sink	NO SERIAL #
91	Restaurant Area	Otis Spunkmeyer Cookie Oven	CO145819
92	Restaurant Area	Hamilton Beach Micro Oven	FCCID VG8XM031MY
93	Restaurant Area	96" Metal Table	NO SERIAL #
94	Restaurant Area	Kenmore Upright Freezer	B75044634
95	Restaurant Area	Arctic Air Commercial Freezer	WB 13845993
96	Restaurant Area	Walkin Cooler 10'x6'	NO SERIAL #
97	Restaurant Area	Frigidaire Upright Freezer	WB00805151
98	Restaurant Area	Outdoor Tables	NO SERIAL #
99	Restaurant Area	Bench (3)	NO SERIAL #
100	Restaurant Area	Dining tables (21) / chairs (150)	NO SERIAL #
101	Restaurant Area	Char-Broil Grill 62"	NO SERIAL #
102	Restaurant Area	Plates, glassware, silverware, plasticware, napkins, and similar items	NO SERIAL #
103	Rollers	2015 - SmithCo 850 Roller - Greens Roller / Trailer	15937

No.	Category	Description	SN/Comments
104	Spray Rigs	2018 - John Deere Hd 300 - Spray Rig with ProGator Cart	2020?
105	Spray Rigs	2002 - Toro 5500 - Spray Rig	280000158
106	Top Dressers	2012 - Tycorp Pro Pass - Top Dresser	17994
107	Top Dressers	2014 - Toro - Top Dresser - 12,000 (not working, blown engine)	NO SERIAL #
108	Tractors	2014 - John Deere 310K - Backhoe	685612
109	Tractors	1998 - Mustang - Skid Steer 2060	15032060
110	Tractors	2013 - Kubota M70405 - Large Tractor	M7040SUD 42616
111	Tractors	2017 - Kubota L390 4wd - Midsize Tractor	54048
112	Utility Carts	2018 - Toro Workman - Midsize Cart GTX	316000963
113	Utility Carts	2018 - Toro Workman - Midsize Cart	80345
114	Utility Carts	1998 - Toro Workman - Midsize Cart	316000409
115	Utility Carts	1998 - Toro Workman - Midsize Cart / 3200	230000553
116	Utility Carts	2004 - Toro Proworkman - Large Cart ProGator	JT1005
117	Utility Carts	2004 - Cushman 3 Speed - Midsize Cart Turf-Truckster	95000654
118	Utility Carts	2002 - John Deere Gator - Midsize Cart	016396
119	Utility Carts	2001 - John Deere ProGator - Large Cart	ITC202ATVJT100568

Carts

Stock #	Year	Make	Model	VIN
205027	2015	YAMAHA	YDRANIBEF1	JC2-205027
205034	2015	YAMAHA	YDRANIBEF1	JC2-205034
205012	2015	YAMAHA	YDRANIBEF1	JC2-205012
205041	2015	YAMAHA	YDRANIBEF1	JC2-205041
202318	2015	YAMAHA	YDRANIBEF1	JC2-202318
205001	2015	YAMAHA	YDRANIBEF1	JC2-205001
205031	2015	YAMAHA	YDRANIBEF1	JC2-205031
205033	2015	YAMAHA	YDRANIBEF1	JC2-205033
205046	2015	YAMAHA	YDRANIBEF1	JC2-205046
205003	2015	YAMAHA	YDRANIBEF1	JC2-205003
205013	2015	YAMAHA	YDRANIBEF1	JC2-205013
203810	2015	YAMAHA	YDRANIBEF1	JC2-203810
205014	2015	YAMAHA	YDRANIBEF1	JC2-205014
205037	2015	YAMAHA	YDRANIBEF1	JC2-205037
205044	2015	YAMAHA	YDRANIBEF1	JC2-205044
512622	2015	YAMAHA	YDRANIW	JW8-512622
506607	2015	YAMAHA	YDRANIW	JW8-506607
506626	2015	YAMAHA	YDRANIW	JW8-506626
508893	2015	YAMAHA	YDRANIW	JW8-508893
512764	2015	YAMAHA	YDRANIW	JW8-512764
511802	2015	YAMAHA	YDRANIW	JW8-511802
511810	2015	YAMAHA	YDRANIW	JW8-511810
506602	2015	YAMAHA	YDRANIW	JW8-506602
508737	2015	YAMAHA	YDRANIW	JW8-508737
508742	2015	YAMAHA	YDRANIW	JW8-508742
512602	2015	YAMAHA	YDRANIW	JWB-512602
512765	2015	YAMAHA	YDRANIW	JWB-512765
508740	2015	YAMAHA	YDRANIW	JWB-508740
508753	2015	YAMAHA	YDRANIW	JWS-508753
508892	2015	YAMAHA	YDRANIW	JWB-508892
512625	2015	YAMAHA	YDRANIW	JWS-512625
506684	2015	YAMAHA	YDRANIW	JW8-506684
506733	2015	YAMAHA	YDRANIW	JW8-506733
512768	2015	YAMAHA	YDRANIW	JW8-512768
508810	2015	YAMAHA	YDRANIW	JW8-508810
512781	2015	YAMAHA	YDRANIW	JWS-512781
507579	2015	YAMAHA	YDRANIW	JW8-507579
512780	2015	YAMAHA	YDRANIW	JW8-512780
514213	2015	YAMAHA	YDRANIW	JW8-514213
511151	2015	YAMAHA	YDRANIW	JWB-511151
508701	2015	YAMAHA	YDRANIW	JWB-508701
512634	2015	YAMAHA	YDRANIW	JWS-512634

Stock #	Year	Make	Model	VIN
512752	2015	YAMAHA	YDRANIW	JWS-512752
514248	2015	YAMAHA	YDRANIW	JWB-514248
514053	2015	YAMAHA	YDRANIW	JW8-514053
514219	2015	YAMAHA	YDRANIW	JW8-514219
514218	2015	YAMAHA	YDRANIW	JW8-514218
514231	2015	YAMAHA	YDRANIW	JW8-514231
514217	2015	YAMAHA	YDRANIW	JW8-514217
514229	2015	YAMAHA	YDRANIW	JWB-514229
514220	2015	YAMAHA	YDRANIW	JW8-514220
514226	2015	YAMAHA	YDRANIW	JW8-514226
514224	2015	YAMAHA	YDRANIW	JWB-514224
514211	2015	YAMAHA	YDRANIW	JW8-514211
514216	2015	YAMAHA	YDRANIW	JWB-514216
514140	2015	YAMAHA	YDRANIW	JWB-514140
514245	2015	YAMAHA	YDRANIW	JWB-514245
514223	2015	YAMAHA	YDRANIW	JWB-514223
514222	2015	YAMAHA	YDRANIW	JW8-514222
514233	2015	YAMAHA	YDRANIW	JW8-514233
008703	2017	YAMAHA	DR2AQ1BE	J0A-008703
008529	2017	YAMAHA	DR2AQ1BE	J0A-008529
008722	2017	YAMAHA	DR2AQ1BE	J0A-008722
008726	2017	YAMAHA	DR2AQ1BE	J0A-008726
008713	2017	YAMAHA	DR2AQ1BE	J0A-008713
008708	2017	YAMAHA	DR2AQ1BE	J0A-008708
008712	2017	YAMAHA	DR2AQ1BE	J0A-008712
008527	2017	YAMAHA	DR2AQ1BE	J0A-008527
008721	2017	YAMAHA	DR2AQ1BE	J0A-008721
008706	2017	YAMAHA	DR2AQ1BE	J0A-008706
008560	2017	YAMAHA	DR2AQ1BE	J0A-008560
008720	2017	YAMAHA	DR2AQ1BE	J0A-008720
007292	2017	YAMAHA	DR2AQ1BE	J0A-007292
009002	2017	YAMAHA	DR2AQ1BE	J0A-009002
008718	2017	YAMAHA	DR2AQ1BE	J0A-008718
008562	2017	YAMAHA	DR2AQ1BE	J0A-008562
008715	2017	YAMAHA	DR2AQ1BE	J0A-008715
008705	2017	YAMAHA	DR2AQ1BE	J0A-008705
008724	2017	YAMAHA	DR2AQ1BE	J0A-008724
008719	2017	YAMAHA	DR2AQ1BE	J0A-008719
009899	2017	YAMAHA	DR2AQ1W	J0A-009899
008291	2017	YAMAHA	DR2AQ1W	J0A-008291
008774	2017	YAMAHA	DR2AQ1W	J0A-008774
008772	2017	YAMAHA	DR2AQ1W	J0A-008772
008770	2017	YAMAHA	DR2AQ1W	J0A-008770
008769	2017	YAMAHA	DR2AQ1W	J0A-008769

Stock #	Year	Make	Model	VIN
008767	2017	YAMAHA	DR2AQ1W	J0A-008767
008239	2017	YAMAHA	DR2AQ1W	J0A-008239
008249	2017	YAMAHA	DR2AQ1W	J0A-008249
008271	2017	YAMAHA	DR2AQ1W	J0A-008271
008286	2017	YAMAHA	DR2AQ1W	J0A-008286
008253	2017	YAMAHA	DR2AQ1W	J0A-008253
008285	2017	YAMAHA	DR2AQ1W	J0A-008285
008150	2017	YAMAHA	DR2AQ1W	J0A-008150
008275	2017	YAMAHA	DR2AQ1W	J0A-008275
202113	2019	YAMAHA	DR2AS	J0A-202113
202114	2019	YAMAHA	DR2AS	J0A-202114
202278	2019	YAMAHA	DR2AS	J0A-202278
202111	2019	YAMAHA	DR2AS	J0A-202111
202297	2019	YAMAHA	DR2AS	J0A-202297
202117	2019	YAMAHA	DR2AS	J0A-202117
202213	2019	YAMAHA	DR2AS	J0A-202213
202298	2019	YAMAHA	DR2AS	J0A-202298
202108	2019	YAMAHA	DR2AS	J0A-202108
202207	2019	YAMAHA	DR2AS	J0A-202207
202262	2019	YAMAHA	DR2AS	J0A-202262
202110	2019	YAMAHA	DR2AS	J0A-202110
202118	2019	YAMAHA	DR2AS	J0A-202118
202112	2019	YAMAHA	DR2AS	J0A-202112
202115	2019	YAMAHA	DR2AS	J0A-202115
202116	2019	YAMAHA	DR2AS	J0A-202116
202270	2019	YAMAHA	DR2AS	J0A-202270
202288	2019	YAMAHA	DR2AS	J0A-202288
202277	2019	YAMAHA	DR2AS	J0A-202277
202119	2019	YAMAHA	DR2AS	J0A-202119
202299	2019	YAMAHA	DR2AS	J0A-202299
202122	2019	YAMAHA	DR2AS	J0A-202122
202269	2019	YAMAHA	DR2AS	J0A-202269
202120	2019	YAMAHA	DR2AS	J0A-202120
202109	2019	YAMAHA	DR2AS	JQA-202109

Carts

Stock #	Year	Make	Model	VIN
205027	2015	YAMAHA	YDRANIBEF1	JC2-205027
205034	2015	YAMAHA	YDRANIBEF1	JC2-205034
205012	2015	YAMAHA	YDRANIBEF1	JC2-205012
205041	2015	YAMAHA	YDRANIBEF1	JC2-205041
202318	2015	YAMAHA	YDRANIBEF1	JC2-202318
205001	2015	YAMAHA	YDRANIBEF1	JC2-205001
205031	2015	YAMAHA	YDRANIBEF1	JC2-205031
205033	2015	YAMAHA	YDRANIBEF1	JC2-205033
205046	2015	YAMAHA	YDRANIBEF1	JC2-205046
205003	2015	YAMAHA	YDRANIBEF1	JC2-205003
205013	2015	YAMAHA	YDRANIBEF1	JC2-205013
203810	2015	YAMAHA	YDRANIBEF1	JC2-203810
205014	2015	YAMAHA	YDRANIBEF1	JC2-205014
205037	2015	YAMAHA	YDRANIBEF1	JC2-205037
205044	2015	YAMAHA	YDRANIBEF1	JC2-205044
512622	2015	YAMAHA	YDRANIW	JW8-512622
506607	2015	YAMAHA	YDRANIW	JW8-506607
506626	2015	YAMAHA	YDRANIW	JW8-506626
508893	2015	YAMAHA	YDRANIW	JW8-508893
512764	2015	YAMAHA	YDRANIW	JW8-512764
511802	2015	YAMAHA	YDRANIW	JW8-511802
511810	2015	YAMAHA	YDRANIW	JW8-511810
506602	2015	YAMAHA	YDRANIW	JW8-506602
508737	2015	YAMAHA	YDRANIW	JW8-508737
508742	2015	YAMAHA	YDRANIW	JW8-508742
512602	2015	YAMAHA	YDRANIW	JWB-512602
512765	2015	YAMAHA	YDRANIW	JWB-512765
508740	2015	YAMAHA	YDRANIW	JWB-508740
508753	2015	YAMAHA	YDRANIW	JWS-508753
508892	2015	YAMAHA	YDRANIW	JWB-508892
512625	2015	YAMAHA	YDRANIW	JWS-512625
506684	2015	YAMAHA	YDRANIW	JW8-506684
506733	2015	YAMAHA	YDRANIW	JW8-506733
512768	2015	YAMAHA	YDRANIW	JW8-512768
508810	2015	YAMAHA	YDRANIW	JW8-508810
512781	2015	YAMAHA	YDRANIW	JWS-512781
507579	2015	YAMAHA	YDRANIW	JW8-507579
512780	2015	YAMAHA	YDRANIW	JW8-512780
514213	2015	YAMAHA	YDRANIW	JW8-514213
511151	2015	YAMAHA	YDRANIW	JWB-511151
508701	2015	YAMAHA	YDRANIW	JWB-508701
512634	2015	YAMAHA	YDRANIW	JWS-512634

Stock #	Year	Make	Model	VIN
512752	2015	YAMAHA	YDRANIW	JWS-512752
514248	2015	YAMAHA	YDRANIW	JWB-514248
514053	2015	YAMAHA	YDRANIW	JW8-514053
514219	2015	YAMAHA	YDRANIW	JW8-514219
514218	2015	YAMAHA	YDRANIW	JW8-514218
514231	2015	YAMAHA	YDRANIW	JW8-514231
514217	2015	YAMAHA	YDRANIW	JW8-514217
514229	2015	YAMAHA	YDRANIW	JWB-514229
514220	2015	YAMAHA	YDRANIW	JW8-514220
514226	2015	YAMAHA	YDRANIW	JW8-514226
514224	2015	YAMAHA	YDRANIW	JWB-514224
514211	2015	YAMAHA	YDRANIW	JW8-514211
514216	2015	YAMAHA	YDRANIW	JWB-514216
514140	2015	YAMAHA	YDRANIW	JWB-514140
514245	2015	YAMAHA	YDRANIW	JWB-514245
514223	2015	YAMAHA	YDRANIW	JWB-514223
514222	2015	YAMAHA	YDRANIW	JW8-514222
514233	2015	YAMAHA	YDRANIW	JW8-514233
008703	2017	YAMAHA	DR2AQ1BE	J0A-008703
008529	2017	YAMAHA	DR2AQ1BE	J0A-008529
008722	2017	YAMAHA	DR2AQ1BE	J0A-008722
008726	2017	YAMAHA	DR2AQ1BE	J0A-008726
008713	2017	YAMAHA	DR2AQ1BE	J0A-008713
008708	2017	YAMAHA	DR2AQ1BE	J0A-008708
008712	2017	YAMAHA	DR2AQ1BE	J0A-008712
008527	2017	YAMAHA	DR2AQ1BE	J0A-008527
008721	2017	YAMAHA	DR2AQ1BE	J0A-008721
008706	2017	YAMAHA	DR2AQ1BE	J0A-008706
008560	2017	YAMAHA	DR2AQ1BE	J0A-008560
008720	2017	YAMAHA	DR2AQ1BE	J0A-008720
007292	2017	YAMAHA	DR2AQ1BE	J0A-007292
009002	2017	YAMAHA	DR2AQ1BE	J0A-009002
008718	2017	YAMAHA	DR2AQ1BE	J0A-008718
008562	2017	YAMAHA	DR2AQ1BE	J0A-008562
008715	2017	YAMAHA	DR2AQ1BE	J0A-008715
008705	2017	YAMAHA	DR2AQ1BE	J0A-008705
008724	2017	YAMAHA	DR2AQ1BE	J0A-008724
008719	2017	YAMAHA	DR2AQ1BE	J0A-008719
009899	2017	YAMAHA	DR2AQ1W	J0A-009899
008291	2017	YAMAHA	DR2AQ1W	J0A-008291
008774	2017	YAMAHA	DR2AQ1W	J0A-008774
008772	2017	YAMAHA	DR2AQ1W	J0A-008772
008770	2017	YAMAHA	DR2AQ1W	J0A-008770
008769	2017	YAMAHA	DR2AQ1W	J0A-008769

Stock #	Year	Make	Model	VIN
008767	2017	YAMAHA	DR2AQ1W	J0A-008767
008239	2017	YAMAHA	DR2AQ1W	J0A-008239
008249	2017	YAMAHA	DR2AQ1W	J0A-008249
008271	2017	YAMAHA	DR2AQ1W	J0A-008271
008286	2017	YAMAHA	DR2AQ1W	J0A-008286
008253	2017	YAMAHA	DR2AQ1W	J0A-008253
008285	2017	YAMAHA	DR2AQ1W	J0A-008285
008150	2017	YAMAHA	DR2AQ1W	J0A-008150
008275	2017	YAMAHA	DR2AQ1W	J0A-008275
202113	2019	YAMAHA	DR2AS	J0A-202113
202114	2019	YAMAHA	DR2AS	J0A-202114
202278	2019	YAMAHA	DR2AS	J0A-202278
202111	2019	YAMAHA	DR2AS	J0A-202111
202297	2019	YAMAHA	DR2AS	J0A-202297
202117	2019	YAMAHA	DR2AS	J0A-202117
202213	2019	YAMAHA	DR2AS	J0A-202213
202298	2019	YAMAHA	DR2AS	J0A-202298
202108	2019	YAMAHA	DR2AS	J0A-202108
202207	2019	YAMAHA	DR2AS	J0A-202207
202262	2019	YAMAHA	DR2AS	J0A-202262
202110	2019	YAMAHA	DR2AS	J0A-202110
202118	2019	YAMAHA	DR2AS	J0A-202118
202112	2019	YAMAHA	DR2AS	J0A-202112
202115	2019	YAMAHA	DR2AS	J0A-202115
202116	2019	YAMAHA	DR2AS	J0A-202116
202270	2019	YAMAHA	DR2AS	J0A-202270
202288	2019	YAMAHA	DR2AS	J0A-202288
202277	2019	YAMAHA	DR2AS	J0A-202277
202119	2019	YAMAHA	DR2AS	J0A-202119
202299	2019	YAMAHA	DR2AS	J0A-202299
202122	2019	YAMAHA	DR2AS	J0A-202122
202269	2019	YAMAHA	DR2AS	J0A-202269
202120	2019	YAMAHA	DR2AS	J0A-202120
202109	2019	YAMAHA	DR2AS	JQA-202109

SCHEDULE C – ACQUIRED INVENTORY

The Acquired Inventory shall be Inventory that exists at, in, or on the Golf Course at Closing.

SCHEDULE D – OTHER ACQUIRED ASSETS

- a. all books, records, files, and information relating to the Assumed Contracts, the Acquired Equipment, the Acquired Inventory, and the Assumed Liabilities;
- b. all permits, licenses, certificates, approvals, rights, and other intangible personal property that relate to the Assumed Contracts, the Acquired Equipment, the Acquired Inventory, and the Assumed Liabilities, but only to the extent that such items may be transferred under Law;
- c. all on-site or offsite signage, website domain rights and email accounts, trade names, assumed names, DBAs, telephone numbers, facsimile numbers, and post office box addresses that relate to the Assumed Contracts, the Acquired Equipment, the Acquired Inventory, and the Assumed Liabilities;
- d. access to Seller's GolfNow Golf Course Management account (the "GolfNow Account") and to all lists or other compilations of customers, clients, and members of the Golf Course, including without limitation the names, addresses, email addresses, telephone numbers, social media contacts, and a description and the records relating to the nature and extent of such Person's activity with the Golf Course;
- e. all lists or other compilations of suppliers and vendors to the Golf Course, including without limitation the names, addresses, email addresses, telephone numbers, social media contacts, and a description and the records relating to the nature and extent of such Person's activity with the Golf Course; and
- f. all items and information necessary for full access to, and the proper operation of, the Assumed Contracts, the Acquired Equipment, the Acquired Inventory, and the Assumed Liabilities, including, but not limited to, properly identified keys, fobs, security codes, passwords, user ids, log-in credentials, remote controls, automatic door and gate openers, and manuals.

SCHEDULES

SCHEDULE A – ASSUMED CONTRACTS
SCHEDULE B – ACQUIRED EQUIPMENT
SCHEDULE C – ACQUIRED INVENTORY
SCHEDULE D – PURCHASE PRICE ALLOCATION

SCHEDULE A – ASSUMED CONTRACTS

- Schedule A-1: Five-Day Anniversary Memberships (2024-2025)
- Schedule A-2: Seven-Day Anniversary Memberships (2024-2025)
- Schedule A-3: Five-Day No Fee Golf Passes (2024)
- Schedule A-4: Seven-Day No Fee Golf Passes (2024)
- Schedule A-5: Reduced Fee Golf Passes (2024)
- Schedule A-6: Private Cart Storage Memberships (2024)
- Schedule A-7: Cart Rental Passes (2024)

Schedule A-1: Five-Day Anniversary Memberships

Description



REID PARK GOLF COURSE
(NORTH & SOUTH) - 36 HOLES
5-Day Anniversary Membership (Monday – Friday)
An understanding with our members...

- Members, Guests, and Public Players alike must check in with the golf shop staff before going to the tee box. To ensure a position on the tee box for you and your guests, tee times are required.
- For the benefit of all players, our Members will be committed to playing the holes in the designated order or as prescribed by the golf shop staff as necessary.
- Our Members agree to set the example for all guests and public play by staying out of all areas on the course marked as "ground under repair" or otherwise protected for the sake of improved playability for Members and guests of Reid Park Golf Course (North and South).
- This 57th Year Anniversary Membership is a pre-paid green fee program for 2 years and applies to "open play" periods at Reid Park Golf Course (North and South), so it will not entitle these members to play in scrambles, club outings, leagues, member events, club tournaments or during seasonal blocked tee time periods i.e. Espich, Doyle, Best Ball, Geritol, Snyder Park Best Ball etc., without paying the applicable fees.
- This new membership group will be allowed to make tee-time reservations three (3) days in advance.
- All Anniversary members must show their driver's license or any valid ID with their membership card when checking in. If anyone uses your membership card other than yourself, your membership will be terminated immediately with no refund.
- This Anniversary Membership is valid Monday through Friday not including Holidays.
- All minors must be accompanied by an adult.
- Customers are not allowed to bring personal coolers to the golf courses.
- This membership category will not be allowed to purchase annual cart passes or pay trail fees nor can any Anniversary member ride free with a Premium member or Standard member in his/her personal cart without paying the rack rate cart fee.
- Members, Guests, and Public Players will not play on the golf course during periods when a portion of the holes (or the entire course) is closed due to weather, special events, or golf course maintenance. Reid Park Golf Course (North and South) shall not be held responsible for any acts of God.
- Ohio State law requires all beverages including alcoholic beverages be distributed solely by Reid Park Golf Course (North and South). Therefore, as Members, you will agree that you and your guests will not bring food or beverages including alcoholic beverages onto the property that were not purchased at Reid Park Golf Course (North and South). All violators will have their membership revoked immediately.
- This Anniversary Membership is valid thru December 31st, 2025.
- Anniversary membership is not transferable and non-refundable.
- All golfers must follow course policies and adhere to player responsibilities e.g., repairing ball marks, raking bunkers, filling divots, being conscious of the pace of play, and following cart-directional signs. If you fail to do so, the first offense will be a polite oral notification from a staff member. The player will then be issued a written warning ticket, and that information will be logged into our database. The second violation will result in a 30-day suspension of playing privileges. If for any reason there is a third violation within a calendar year, your membership will be canceled without refund and you will be permanently suspended from Reid Park Golf Course (North and South).
- All Anniversary members are required to have a tee time.

Member's Name

Member's Signature

Date

WELCOME TO REID PARK GOLF COURSE (NORTH & SOUTH)!

Membership Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 575.

Schedule A-2: Seven-Day Anniversary Memberships

Description



REID PARK GOLF COURSE (NORTH & SOUTH) - 36 HOLES

7-Day Anniversary Membership (Monday – Sunday)
An understanding with our members...

- Members, Guests, and Public Players alike must check in with the golf shop staff before going to the tee box. To ensure a position on the tee box for you and your guests, tee times are required.
- For the benefit of all players, our Members will be committed to playing the holes in the designated order or as prescribed by the golf shop staff as necessary.
- Our Members agree to set the example for all guests and public play by staying out of all areas on the course marked as "ground under repair" or otherwise protected for the sake of improved playability for Members and guests of Reid Park Golf Course (North and South).
- This 57th Year Anniversary Membership is a pre-paid green fee program for 2 years and applies to "open play" periods at Reid Park Golf Course (North and South), so it will not entitle these members to play in scrambles, club outings, leagues, member events, club tournaments or during seasonal blocked tee time periods i.e. Espich, Doyle, Best Ball, Geritol, Snyder Park Best Ball etc., without paying the applicable fees.
- This new membership group will be allowed to make tee-time reservations three (3) days in advance.
- All Anniversary members must show their driver's license or any valid ID with their membership card when checking in. If anyone uses your membership card other than yourself, your membership will be terminated immediately with no refund.
- Anniversary members must tee off after 11 a.m. on weekends and Holidays since these are our busiest times at the course.
- All minors must be accompanied by an adult.
- Customers are not allowed to bring personal coolers to the golf courses.
- This membership category will not be allowed to purchase annual cart passes or pay trail fees nor can any Anniversary member ride free with a Premium member or Standard member in his/her personal cart without paying the rack rate cart fee.
- Members, Guests, and Public Players will not play on the golf course during periods when a portion of the holes (or the entire course) is closed due to weather, special events, or golf course maintenance. Reid Park Golf Course (North and South) shall not be held responsible for any acts of God.
- Ohio State law requires all beverages including alcoholic beverages be distributed solely by Reid Park Golf Course (North and South). Therefore, as Members, you will agree that you and your guests will not bring food or beverages including alcoholic beverages onto the property that were not purchased at Reid Park Golf Course (North and South). All violators will have their membership revoked immediately.
- This Anniversary Membership is valid thru December 31st, 2025.
- Anniversary membership is not transferable and non-refundable.
- All golfers must follow course policies and adhere to player responsibilities e.g., repairing ball marks, raking bunkers, filling divots, being conscious of the pace of play, and following cart-directional signs. If you fail to do so, the first offense will be a polite oral notification from a staff member. The player will then be issued a written warning ticket, and that information will be logged into our database. The second violation will result in a 30-day suspension of playing privileges. If for any reason there is a third violation within a calendar year, your membership will be canceled without refund and you will be permanently suspended from Reid Park Golf Course (North and South).
- All Anniversary members are required to have a tee time.

Member's Name

Member's Signature

Date

WELCOME TO REID PARK GOLF COURSE (NORTH & SOUTH)!

Membership Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 577.

Schedule A-3: Five-Day No Fee Golf Passes

Description

Pass Holders are entitled to play golf on the weekdays with no green fee. Carts are not included. These passes are effective during 2024.

Pass Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 800.

Schedule A-4: Seven-Day No Fee Golf Passes

Description

Pass Holders are entitled to play golf on all days with no green fee. Carts are not included. These passes are effective during 2024.

Pass Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 1000.

Schedule A-5: Reduced Fee Golf Passes

Description

Pass Holders are entitled to play golf on all days at the following green fee: (1) weekdays with cart = \$20; (3) weekends and holidays with cart = \$30; (3) weekdays without cart = \$14; and (4) weekends and holidays without cart = \$16. These passes are effective during 2024.

Pass Holders

Persons holding this membership are identified in Seller's GolfNow Account as having Pass 300.

Schedule A-6: Private Cart Storage Memberships

Description

Membership holders are entitled to store their private cart in the cart barn at the Golf Course. These memberships are effective during 2024.

Membership Holders

1. Darrell Crace, cdcrace@icloud.com, 739 Sheffield 45506
2. Scott Parrill, sdp816@woh.rr.com, 136 Helen St Enon 45323
3. Dave Raber, duffer655@gmail.com
4. Dave Thomas, dthomas145@woh.rr.com, 291 Lammes Ln New Carlisle 45344
5. Ron Fent, ref1fent@aol.com, 2913 Cumberland Dr 45506
6. Don Neer, dneer1@gmail.com, 1916 Perkins Dr 45505
7. Ed Davis, edavislefty@yahoo.com
8. Jim Mckenzie, mjimmac@roadrunner.com, 1922 West Possum Rd 45506
9. Harold McDonald, h_mcdonald@att.net, 3891 New Carlisle Pk 45504
10. Jim Pinti, jpinti00@aol.com
11. Jim Billett, jbillett@woh.rr.com, 3438 Rockview 45504
12. Ken Billett
13. Kieth Huemmer, kieth_huemmer@yahoo.com
14. Larry Beegle, bbeegle@aol.com, 2304 Beatrice 45503
15. Rick Drugman, rickdrugman4798@gmail.com, 1615 Sierra Ave 45503
16. Kevin Roddy, k.rodgy@sbcglobal.net
17. Jeff Brickman, pilotjeffro@hotmail.com
18. Mike Flora, mflora57@yahoo.com
19. George Whitacre, gwhitacre4@woh.rr.com, 937 925 1506

Schedule A-7: Cart Rental Passes

Description

Membership holders are entitled to the use of a cart while playing golf with no cart fee. These memberships are effective during 2024.

Membership Holders

1. Robert Craig
2. Robert Decker
3. Gurney Haines

SCHEDULE B – ACQUIRED EQUIPMENT

No.	Category	Description	SN/Comments
1	Aerifiers	1997 - Toro Fairway - Fairways	60130
2	Aerifiers	2012 - Toro ProCore - Greens / Pro Core	00573
3	Automobiles	2007 - Ford F450 SD Dump	1FDXF46Y37EA86916
4	Automobiles	2006 - Dodge Ram Pick Up (Vin shows 2004 Dodge Ram 1500)	207H416D345187
5	Blowers	2000 - AgriMetal - Tractor Blower	NO SERIAL #
6	Blowers	2002 - Buffalo Turbine Blower - Pull behind	NO SERIAL #
7	Blowers	2002 - Buffalo Turbine Blower - Pull behind	NO SERIAL #
8	Blowers	Windstorm Stand on Blower	890D147
9	Bunker Rakes	2017 - John Deere 1200 - Bunker Rake	ITC1200ACHT235125
10	Carts	2015 Yamaha FIS (15)	SEE ATTACHED
11	Carts	2015 Yamaha Carburetor (45)	SEE ATTACHED
12	Carts	2017 Yamaha Carburetor (35) / DR2A17	SEE ATTACHED
13	Carts	2019 Yamaha Carburetor (25)	SEE ATTACHED
14	Carts	Beverage Cart	JU5-400817
15	Carts	Range Cart	EG9736-602262
16	Maintenance Area	Conference Table / 8 chairs / Maintenance Area	NO SERIAL #
17	Maintenance Area	Counter with sink	NO SERIAL #
18	Maintenance Area	Micro Oven	30820351
19	Maintenance Area	Desk, Chair (2) , end table	NO SERIAL #
20	Maintenance Area	Desk, Chair, Table, computer	NO SERIAL #
21	Maintenance Area	Table, Chair	NO SERIAL #
22	Maintenance Area	Tool Chest, Storage Cabinet	NO SERIAL #
23	Maintenance Area	Time clock, computer	NO SERIAL #
24	Maintenance Area	Desk, chair, computer	NO SERIAL #
25	Maintenance Miscellaneous	Rotary Lift TL07-205 7000 lbs	CFS 99A 007
26	Maintenance Miscellaneous	Toro 4-wheel drive / Backend needs repair	NO SERIAL #
27	Maintenance Miscellaneous	Drag Mat	NO SERIAL #
28	Maintenance Miscellaneous	Toro Pro Sweeper	31200120
29	Maintenance Miscellaneous	Accu-Master / Reel Grinder	99B65001247
30	Maintenance Miscellaneous	Power Washer	NO SERIAL #
31	Maintenance Miscellaneous	New Reels	NO SERIAL #
32	Mowers	2016 -Toro Greens Master 3150 - Greens Mower	3060000464
33	Mowers	2012 - Toro Greens Master 3150 - Greens Mower #2	312000977
34	Mowers	2019 - Lastec W2400 - Rough Mower	3360102
35	Mowers	2018 - Lastac 3873 - Rough Mower	3550202
36	Mowers	2018 - John Deere Zero-Turn - Rough Mower	Z915E
37	Mowers	2014 - Jacobson Kings IV - Greens Mower	062304 01776
38	Mowers	2014 - Jacobson LF3400 - Fairway Mower	067979 02707
39	Mowers	2015 - Toro Grandmaster 5400 - Rough Mower	29000308
40	Mowers	1998 - Toro 3100 - Verticuter	81057
41	Mowers	2012 - Toro 3300 - Greens Mower	0221
42	Mowers	2012 - Toro 3300 - Tee Mower	0222
43	Mowers	Toro Grandmaster 4700D	00258
44	Mowers	2004 - Toro 5700 - Rough Mower	41582
45	Mowers	2008 - Toro 5510 2wd - Fairway Mower	280000505
46	Mowers	2010 - Toro 5610 4wd - Fairway Mower	312000258
47	Mowers	2012 - Toro Greens Master 1000 - Greens Mowers Walkers	00332
48	Mowers	2012 - Toro Greens Master 1000 - Greens Mowers Walkers	00339
49	Mowers	2012 - Toro Greens Master 1000 - Greens Mowers Walkers	00302
50	Mowers	Landpride Mower - Pull Behind Mower Deck	NO SERIAL #
51	Mowers	TORO 4700D	401 230101
52	Other	2017 - Woods Pallet Forks - Attachment	NO SERIAL #
53	Other	2015 - Lily Spreader 500lbs - Fert Spreader	NO SERIAL #
54	Other	2002 Foley Grinding Machine - Reels Grinder	0086700163

No.	Category	Description	SN/Comments
55	Pro Shop Area	Display Rack	NO SERIAL #
56	Pro Shop Area	Desk and Chair	NO SERIAL #
57	Pro Shop Area	Safe	SO31518-215
58	Pro Shop Area	Customer Service Center	NO SERIAL #
59	Pro Shop Area	Chair	NO SERIAL #
60	Pro Shop Area	Shelving	NO SERIAL #
61	Pro Shop Area	Desk and Chair	NO SERIAL #
62	Pro Shop Area	Computer and Monitor & Other Computers & Related Equipment	63QTEPP0 039RN4C MMTERAA0019434D 804-102-545 804-104-546 MMTERAA00194340
63	Pro Shop Area	File	NO SERIAL #
64	Pro Shop Area	Printer	HP CN28Q7QGFM
65	Pro Shop Area	Refrigerator	FL303090
66	Pro Shop Area	Printer	NP TH217M3Q1BF
67	Pro Shop Area	File	NO SERIAL #
68	Pro Shop Area	Shredder	FELLOWS PS-79 Ci
69	Pro Shop Area	Work Bench	NO SERIAL #
70	Pro Shop Area	TV	NO SERIAL #
71	Pro Shop Area	Lockers (48)	NO SERIAL #
72	Pro Shop Area	Table	NO SERIAL #
73	Pro Shop Area	Club Display	NO SERIAL #
74	Pro Shop Area	End Cap	NO SERIAL #
75	Pro Shop Area	End Cap and hat display	NO SERIAL #
76	Pro Shop Area	Range Ball Machine	WITTEK 68151310
77	Pro Shop Area	Range Picker	WITTEK 158597
78	Restaurant Area	Wood condiment station	NO SERIAL #
79	Restaurant Area	Dining Tables / 7 with 19 chairs	NO SERIAL #
80	Restaurant Area	64" metal table	NO SERIAL #
81	Restaurant Area	Beer Dispenser / 6 taps	5005767
82	Restaurant Area	60" Metal Table	NO SERIAL #
83	Restaurant Area	Fryer, Griddle	NO SERIAL #
84	Restaurant Area	Under counter storage	NO SERIAL #
85	Restaurant Area	Sandwich Station	B102243762
86	Restaurant Area	48" Arctic Air Chest Freezer	WB 13759020
87	Restaurant Area	Scotsman Ice Maker	ME257 168120-06B
88	Restaurant Area	Hamilton Beach 22Qt Roaster Oven	NO SERIAL #
89	Restaurant Area	Frigidaire Portable Ice Machine	A2208467980003794
90	Restaurant Area	68" Stainless Steel Sink	NO SERIAL #
91	Restaurant Area	Otis Spunkmeyer Cookie Oven	CO145819
92	Restaurant Area	Hamilton Beach Micro Oven	FCCID VG8XM031MY
93	Restaurant Area	96" Metal Table	NO SERIAL #
94	Restaurant Area	Kenmore Upright Freezer	B75044634
95	Restaurant Area	Arctic Air Commercial Freezer	WB 13845993
96	Restaurant Area	Walkin Cooler 10'x6'	NO SERIAL #
97	Restaurant Area	Frigidaire Upright Freezer	WB00805151
98	Restaurant Area	Outdoor Tables	NO SERIAL #
99	Restaurant Area	Bench (3)	NO SERIAL #
100	Restaurant Area	Dining tables (21) / chairs (150)	NO SERIAL #
101	Restaurant Area	Char-Broil Grill 62"	NO SERIAL #
102	Restaurant Area	Plates, glassware, silverware, plasticware, napkins, and similar items	NO SERIAL #
103	Rollers	2015 - SmithCo 850 Roller - Greens Roller / Trailer	15937

No.	Category	Description	SN/Comments
104	Spray Rigs	2018 - John Deere Hd 300 - Spray Rig with ProGator Cart	2020?
105	Spray Rigs	2002 - Toro 5500 - Spray Rig	280000158
106	Top Dressers	2012 - Tycorp Pro Pass - Top Dresser	17994
107	Top Dressers	2014 - Toro - Top Dresser - 12,000 (not working, blown engine)	NO SERIAL #
108	Tractors	2014 - John Deere 310K - Backhoe	685612
109	Tractors	1998 - Mustang - Skid Steer 2060	15032060
110	Tractors	2013 - Kubota M7040S - Large Tractor	M7040SUD 42616
111	Tractors	2017 - Kubota L390 4wd - Midsize Tractor	54048
112	Utility Carts	2018 - Toro Workman - Midsize Cart GTX	316000963
113	Utility Carts	2018 - Toro Workman - Midsize Cart	80345
114	Utility Carts	1998 - Toro Workman - Midsize Cart	316000409
115	Utility Carts	1998 - Toro Workman - Midsize Cart / 3200	230000553
116	Utility Carts	2004 - Toro Proworkman - Large Cart ProGator	JT1005
117	Utility Carts	2004 - Cushman 3 Speed - Midsize Cart Turf-Truckster	95000654
118	Utility Carts	2002 - John Deere Gator - Midsize Cart	016396
119	Utility Carts	2001 - John Deere ProGator - Large Cart	JTC202ATVJT100568

Carts

Stock #	Year	Make	Model	VIN
205027	2015	YAMAHA	YDRANIBEF1	JC2-205027
205034	2015	YAMAHA	YDRANIBEF1	JC2-205034
205012	2015	YAMAHA	YDRANIBEF1	JC2-205012
205041	2015	YAMAHA	YDRANIBEF1	JC2-205041
202318	2015	YAMAHA	YDRANIBEF1	JC2-202318
205001	2015	YAMAHA	YDRANIBEF1	JC2-205001
205031	2015	YAMAHA	YDRANIBEF1	JC2-205031
205033	2015	YAMAHA	YDRANIBEF1	JC2-205033
205046	2015	YAMAHA	YDRANIBEF1	JC2-205046
205003	2015	YAMAHA	YDRANIBEF1	JC2-205003
205013	2015	YAMAHA	YDRANIBEF1	JC2-205013
203810	2015	YAMAHA	YDRANIBEF1	JC2-203810
205014	2015	YAMAHA	YDRANIBEF1	JC2-205014
205037	2015	YAMAHA	YDRANIBEF1	JC2-205037
205044	2015	YAMAHA	YDRANIBEF1	JC2-205044
512622	2015	YAMAHA	YDRANIW	JW8-512622
506607	2015	YAMAHA	YDRANIW	JW8-506607
506626	2015	YAMAHA	YDRANIW	JW8-506626
508893	2015	YAMAHA	YDRANIW	JW8-508893
512764	2015	YAMAHA	YDRANIW	JW8-512764
511802	2015	YAMAHA	YDRANIW	JW8-511802
511810	2015	YAMAHA	YDRANIW	JW8-511810
506602	2015	YAMAHA	YDRANIW	JW8-506602
508737	2015	YAMAHA	YDRANIW	JW8-508737
508742	2015	YAMAHA	YDRANIW	JW8-508742
512602	2015	YAMAHA	YDRANIW	JWB-512602
512765	2015	YAMAHA	YDRANIW	JWB-512765
508740	2015	YAMAHA	YDRANIW	JWB-508740
508753	2015	YAMAHA	YDRANIW	JWS-508753
508892	2015	YAMAHA	YDRANIW	JWB-508892
512625	2015	YAMAHA	YDRANIW	JWS-512625
506684	2015	YAMAHA	YDRANIW	JW8-506684
506733	2015	YAMAHA	YDRANIW	JW8-506733
512768	2015	YAMAHA	YDRANIW	JW8-512768
508810	2015	YAMAHA	YDRANIW	JW8-508810
512781	2015	YAMAHA	YDRANIW	JWS-512781
507579	2015	YAMAHA	YDRANIW	JW8-507579
512780	2015	YAMAHA	YDRANIW	JW8-512780
514213	2015	YAMAHA	YDRANIW	JW8-514213
511151	2015	YAMAHA	YDRANIW	JWB-511151
508701	2015	YAMAHA	YDRANIW	JWB-508701
512634	2015	YAMAHA	YDRANIW	JWS-512634

Stock #	Year	Make	Model	VIN
512752	2015	YAMAHA	YDRANIW	JWS-512752
514248	2015	YAMAHA	YDRANIW	JWB-514248
514053	2015	YAMAHA	YDRANIW	JW8-514053
514219	2015	YAMAHA	YDRANIW	JW8-514219
514218	2015	YAMAHA	YDRANIW	JW8-514218
514231	2015	YAMAHA	YDRANIW	JW8-514231
514217	2015	YAMAHA	YDRANIW	JW8-514217
514229	2015	YAMAHA	YDRANIW	JWB-514229
514220	2015	YAMAHA	YDRANIW	JW8-514220
514226	2015	YAMAHA	YDRANIW	JW8-514226
514224	2015	YAMAHA	YDRANIW	JWB-514224
514211	2015	YAMAHA	YDRANIW	JW8-514211
514216	2015	YAMAHA	YDRANIW	JWB-514216
514140	2015	YAMAHA	YDRANIW	JWB-514140
514245	2015	YAMAHA	YDRANIW	JWB-514245
514223	2015	YAMAHA	YDRANIW	JWB-514223
514222	2015	YAMAHA	YDRANIW	JW8-514222
514233	2015	YAMAHA	YDRANIW	JW8-514233
008703	2017	YAMAHA	DR2AQ1BE	J0A-008703
008529	2017	YAMAHA	DR2AQ1BE	J0A-008529
008722	2017	YAMAHA	DR2AQ1BE	J0A-008722
008726	2017	YAMAHA	DR2AQ1BE	J0A-008726
008713	2017	YAMAHA	DR2AQ1BE	J0A-008713
008708	2017	YAMAHA	DR2AQ1BE	J0A-008708
008712	2017	YAMAHA	DR2AQ1BE	J0A-008712
008527	2017	YAMAHA	DR2AQ1BE	J0A-008527
008721	2017	YAMAHA	DR2AQ1BE	J0A-008721
008706	2017	YAMAHA	DR2AQ1BE	J0A-008706
008560	2017	YAMAHA	DR2AQ1BE	J0A-008560
008720	2017	YAMAHA	DR2AQ1BE	J0A-008720
007292	2017	YAMAHA	DR2AQ1BE	J0A-007292
009002	2017	YAMAHA	DR2AQ1BE	J0A-009002
008718	2017	YAMAHA	DR2AQ1BE	J0A-008718
008562	2017	YAMAHA	DR2AQ1BE	J0A-008562
008715	2017	YAMAHA	DR2AQ1BE	J0A-008715
008705	2017	YAMAHA	DR2AQ1BE	J0A-008705
008724	2017	YAMAHA	DR2AQ1BE	J0A-008724
008719	2017	YAMAHA	DR2AQ1BE	J0A-008719
009899	2017	YAMAHA	DR2AQ1W	J0A-009899
008291	2017	YAMAHA	DR2AQ1W	J0A-008291
008774	2017	YAMAHA	DR2AQ1W	J0A-008774
008772	2017	YAMAHA	DR2AQ1W	J0A-008772
008770	2017	YAMAHA	DR2AQ1W	J0A-008770
008769	2017	YAMAHA	DR2AQ1W	J0A-008769

<u>Stock #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
008767	2017	YAMAHA	DR2AQ1W	J0A-008767
008239	2017	YAMAHA	DR2AQ1W	J0A-008239
008249	2017	YAMAHA	DR2AQ1W	J0A-008249
008271	2017	YAMAHA	DR2AQ1W	J0A-008271
008286	2017	YAMAHA	DR2AQ1W	J0A-008286
008253	2017	YAMAHA	DR2AQ1W	J0A-008253
008285	2017	YAMAHA	DR2AQ1W	J0A-008285
008150	2017	YAMAHA	DR2AQ1W	J0A-008150
008275	2017	YAMAHA	DR2AQ1W	J0A-008275
202113	2019	YAMAHA	DR2AS	J0A-202113
202114	2019	YAMAHA	DR2AS	J0A-202114
202278	2019	YAMAHA	DR2AS	J0A-202278
202111	2019	YAMAHA	DR2AS	J0A-202111
202297	2019	YAMAHA	DR2AS	J0A-202297
202117	2019	YAMAHA	DR2AS	J0A-202117
202213	2019	YAMAHA	DR2AS	J0A-202213
202298	2019	YAMAHA	DR2AS	J0A-202298
202108	2019	YAMAHA	DR2AS	J0A-202108
202207	2019	YAMAHA	DR2AS	J0A-202207
202262	2019	YAMAHA	DR2AS	J0A-202262
202110	2019	YAMAHA	DR2AS	J0A-202110
202118	2019	YAMAHA	DR2AS	J0A-202118
202112	2019	YAMAHA	DR2AS	J0A-202112
202115	2019	YAMAHA	DR2AS	J0A-202115
202116	2019	YAMAHA	DR2AS	J0A-202116
202270	2019	YAMAHA	DR2AS	J0A-202270
202288	2019	YAMAHA	DR2AS	J0A-202288
202277	2019	YAMAHA	DR2AS	J0A-202277
202119	2019	YAMAHA	DR2AS	J0A-202119
202299	2019	YAMAHA	DR2AS	J0A-202299
202122	2019	YAMAHA	DR2AS	J0A-202122
202269	2019	YAMAHA	DR2AS	J0A-202269
202120	2019	YAMAHA	DR2AS	J0A-202120
202109	2019	YAMAHA	DR2AS	JQA-202109

Carts

Stock #	Year	Make	Model	VIN
205027	2015	YAMAHA	YDRANIBEF1	JC2-205027
205034	2015	YAMAHA	YDRANIBEF1	JC2-205034
205012	2015	YAMAHA	YDRANIBEF1	JC2-205012
205041	2015	YAMAHA	YDRANIBEF1	JC2-205041
202318	2015	YAMAHA	YDRANIBEF1	JC2-202318
205001	2015	YAMAHA	YDRANIBEF1	JC2-205001
205031	2015	YAMAHA	YDRANIBEF1	JC2-205031
205033	2015	YAMAHA	YDRANIBEF1	JC2-205033
205046	2015	YAMAHA	YDRANIBEF1	JC2-205046
205003	2015	YAMAHA	YDRANIBEF1	JC2-205003
205013	2015	YAMAHA	YDRANIBEF1	JC2-205013
203810	2015	YAMAHA	YDRANIBEF1	JC2-203810
205014	2015	YAMAHA	YDRANIBEF1	JC2-205014
205037	2015	YAMAHA	YDRANIBEF1	JC2-205037
205044	2015	YAMAHA	YDRANIBEF1	JC2-205044
512622	2015	YAMAHA	YDRANIW	JW8-512622
506607	2015	YAMAHA	YDRANIW	JW8-506607
506626	2015	YAMAHA	YDRANIW	JW8-506626
508893	2015	YAMAHA	YDRANIW	JW8-508893
512764	2015	YAMAHA	YDRANIW	JW8-512764
511802	2015	YAMAHA	YDRANIW	JW8-511802
511810	2015	YAMAHA	YDRANIW	JW8-511810
506602	2015	YAMAHA	YDRANIW	JW8-506602
508737	2015	YAMAHA	YDRANIW	JW8-508737
508742	2015	YAMAHA	YDRANIW	JW8-508742
512602	2015	YAMAHA	YDRANIW	JWB-512602
512765	2015	YAMAHA	YDRANIW	JWB-512765
508740	2015	YAMAHA	YDRANIW	JWB-508740
508753	2015	YAMAHA	YDRANIW	JWS-508753
508892	2015	YAMAHA	YDRANIW	JWB-508892
512625	2015	YAMAHA	YDRANIW	JWS-512625
506684	2015	YAMAHA	YDRANIW	JW8-506684
506733	2015	YAMAHA	YDRANIW	JW8-506733
512768	2015	YAMAHA	YDRANIW	JW8-512768
508810	2015	YAMAHA	YDRANIW	JW8-508810
512781	2015	YAMAHA	YDRANIW	JWS-512781
507579	2015	YAMAHA	YDRANIW	JW8-507579
512780	2015	YAMAHA	YDRANIW	JW8-512780
514213	2015	YAMAHA	YDRANIW	JW8-514213
511151	2015	YAMAHA	YDRANIW	JWB-511151
508701	2015	YAMAHA	YDRANIW	JWB-508701
512634	2015	YAMAHA	YDRANIW	JWS-512634

<u>Stock #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
512752	2015	YAMAHA	YDRANIW	JWS-512752
514248	2015	YAMAHA	YDRANIW	JWB-514248
514053	2015	YAMAHA	YDRANIW	JW8-514053
514219	2015	YAMAHA	YDRANIW	JW8-514219
514218	2015	YAMAHA	YDRANIW	JW8-514218
514231	2015	YAMAHA	YDRANIW	JW8-514231
514217	2015	YAMAHA	YDRANIW	JW8-514217
514229	2015	YAMAHA	YDRANIW	JWB-514229
514220	2015	YAMAHA	YDRANIW	JW8-514220
514226	2015	YAMAHA	YDRANIW	JW8-514226
514224	2015	YAMAHA	YDRANIW	JWB-514224
514211	2015	YAMAHA	YDRANIW	JW8-514211
514216	2015	YAMAHA	YDRANIW	JWB-514216
514140	2015	YAMAHA	YDRANIW	JWB-514140
514245	2015	YAMAHA	YDRANIW	JWB-514245
514223	2015	YAMAHA	YDRANIW	JWB-514223
514222	2015	YAMAHA	YDRANIW	JW8-514222
514233	2015	YAMAHA	YDRANIW	JW8-514233
008703	2017	YAMAHA	DR2AQ1BE	J0A-008703
008529	2017	YAMAHA	DR2AQ1BE	J0A-008529
008722	2017	YAMAHA	DR2AQ1BE	J0A-008722
008726	2017	YAMAHA	DR2AQ1BE	J0A-008726
008713	2017	YAMAHA	DR2AQ1BE	J0A-008713
008708	2017	YAMAHA	DR2AQ1BE	J0A-008708
008712	2017	YAMAHA	DR2AQ1BE	J0A-008712
008527	2017	YAMAHA	DR2AQ1BE	J0A-008527
008721	2017	YAMAHA	DR2AQ1BE	J0A-008721
008706	2017	YAMAHA	DR2AQ1BE	J0A-008706
008560	2017	YAMAHA	DR2AQ1BE	J0A-008560
008720	2017	YAMAHA	DR2AQ1BE	J0A-008720
007292	2017	YAMAHA	DR2AQ1BE	J0A-007292
009002	2017	YAMAHA	DR2AQ1BE	J0A-009002
008718	2017	YAMAHA	DR2AQ1BE	J0A-008718
008562	2017	YAMAHA	DR2AQ1BE	J0A-008562
008715	2017	YAMAHA	DR2AQ1BE	J0A-008715
008705	2017	YAMAHA	DR2AQ1BE	J0A-008705
008724	2017	YAMAHA	DR2AQ1BE	J0A-008724
008719	2017	YAMAHA	DR2AQ1BE	J0A-008719
009899	2017	YAMAHA	DR2AQ1W	J0A-009899
008291	2017	YAMAHA	DR2AQ1W	J0A-008291
008774	2017	YAMAHA	DR2AQ1W	J0A-008774
008772	2017	YAMAHA	DR2AQ1W	J0A-008772
008770	2017	YAMAHA	DR2AQ1W	J0A-008770
008769	2017	YAMAHA	DR2AQ1W	J0A-008769

<u>Stock #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
008767	2017	YAMAHA	DR2AQ1W	J0A-008767
008239	2017	YAMAHA	DR2AQ1W	J0A-008239
008249	2017	YAMAHA	DR2AQ1W	J0A-008249
008271	2017	YAMAHA	DR2AQ1W	J0A-008271
008286	2017	YAMAHA	DR2AQ1W	J0A-008286
008253	2017	YAMAHA	DR2AQ1W	J0A-008253
008285	2017	YAMAHA	DR2AQ1W	J0A-008285
008150	2017	YAMAHA	DR2AQ1W	J0A-008150
008275	2017	YAMAHA	DR2AQ1W	J0A-008275
202113	2019	YAMAHA	DR2AS	J0A-202113
202114	2019	YAMAHA	DR2AS	J0A-202114
202278	2019	YAMAHA	DR2AS	J0A-202278
202111	2019	YAMAHA	DR2AS	J0A-202111
202297	2019	YAMAHA	DR2AS	J0A-202297
202117	2019	YAMAHA	DR2AS	J0A-202117
202213	2019	YAMAHA	DR2AS	J0A-202213
202298	2019	YAMAHA	DR2AS	J0A-202298
202108	2019	YAMAHA	DR2AS	J0A-202108
202207	2019	YAMAHA	DR2AS	J0A-202207
202262	2019	YAMAHA	DR2AS	J0A-202262
202110	2019	YAMAHA	DR2AS	J0A-202110
202118	2019	YAMAHA	DR2AS	J0A-202118
202112	2019	YAMAHA	DR2AS	J0A-202112
202115	2019	YAMAHA	DR2AS	J0A-202115
202116	2019	YAMAHA	DR2AS	J0A-202116
202270	2019	YAMAHA	DR2AS	J0A-202270
202288	2019	YAMAHA	DR2AS	J0A-202288
202277	2019	YAMAHA	DR2AS	J0A-202277
202119	2019	YAMAHA	DR2AS	J0A-202119
202299	2019	YAMAHA	DR2AS	J0A-202299
202122	2019	YAMAHA	DR2AS	J0A-202122
202269	2019	YAMAHA	DR2AS	J0A-202269
202120	2019	YAMAHA	DR2AS	J0A-202120
202109	2019	YAMAHA	DR2AS	JQA-202109

SCHEDULE C – ACQUIRED INVENTORY

The Acquired Inventory shall be Inventory that exists at, in, or on the Golf Course at Closing.

SCHEDULE D – PURCHASE PRICE ALLOCATION

Equipment	\$950,000
Inventory	50,000
Goodwill	300,000
Total	1,300,000

Title	2024-07-14 Reid Park Golf Course -- Asset Purchase Agreement...
File name	2024-07-14 Reid P...nt (executed).pdf
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Document History

 SENT	07 / 14 / 2024 13:06:49 UTC-4	Sent for signature to Prabhakar Kesari (Ramp) Reddy (rampaparker@yahoo.com) and Alan E. Collins (alan@collins64.com) from jeffreyjoyce@verizon.net IP: 162.125.63.34
 VIEWED	07 / 15 / 2024 17:10:11 UTC-4	Viewed by Prabhakar Kesari (Ramp) Reddy (rampaparker@yahoo.com) IP: 131.106.237.244
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 COMPLETED	07 / 16 / 2024 07:26:36 UTC-4	The document has been completed.

Income Statement For Period Covering 01/02/2022 to 12/31/2022

	BOOK	ADJUST	MA	YAS	K1		
Revenues							1,134,539.46
CUSTOMER	344,251.50	23,699.84		370,852.54			
FRANCHISE	-	7,931.32		7,931.32			
ROYALTY	172,759.43			172,759.43			
ASSOCIATE	492,755.54	206,282.59		698,538.13			
EXPENSE	249,637.59	(242,697.59)		-			
NON-RECURRING	2,519.67	(2,519.67)		-			
INTEREST	472.77	-		-	472.77		
MANAGEMENT	455.72	(455.72)		-			
LEGISLATION	(155.00)	155.00		-			
PROPERTY	15,675.00	(15,675.00)		-			
RENTAL	5,059.71	(5,059.71)		-			
REPAIRS/MAINTENANCE	32,009.84	(22,609.84)		-			
RENTAL	17,816.50			17,816.50			
RENTAL	40,935.50			40,935.50			
RENTAL	75,149.65			75,149.65			
TOTAL REVENUES	1,354,808.05	(940)	-	1,353,868.25			
Expenses							
BOOK FRANCHISE	55,345.31			55,345.31			
FRANCHISE	71,401.99			71,401.99			
ASSOCIATE	61,613.82	(51,613.82)		-			
ASSOCIATE	-	61,613.82		61,613.82			
FRANCHISE	15,950.00			-	15,950.00	1,453.00	
FRANCHISE	41,523.82			41,523.82			
FRANCHISE	159,212.50			-	159,212.50	77,616.25	
RENT	2,095.00			2,095.00			
RENT	14,241.30			14,241.30			
RENT	3,477.69			3,477.69			
RENT	51,675.94			51,675.94			
RENT	15,609.00		(14,137.04)	840.96	840.96		
RENT	-			-			
RENT	18,281.58			18,281.58			
RENT	9,558.52			9,558.52			
RENT	3,592.95		(1,055.44)	1,556.41			
RENT	1,179.28			1,179.28			
RENT	38,555.91			38,555.91			
RENT	1,200.00			1,200.00			
RENT	38,286.41			38,286.41			
RENT	41,094.15			41,094.15			
RENT	1,640.82			1,640.82			
RENT	8,315.32			8,315.32			
RENT	52,686.97			52,686.97			
RENT	37,207.33			37,207.33			
RENT	1,555.87			1,555.87			
RENT	33,555.02			33,555.02			
RENT	-	2,550.28		2,550.28	2,550.28		
RENT	119,416.34	(78,926.81)		41,479.53	139,529.59		
RENT	354,754.41	75,346.39		430,100.84			
Total Expenses	1,233,829.97	-	(16,133.32)	1,217,696.65			
NET	79,278.08	(940)	16,133.32	95,471.40			

	MA	YAS	MA	
EXPENSES	(147,508.00)	(93,551.00)	(93,551.00)	
CONTRIBUTED (INCREASE 42 TO CONTRIBUTE TO BOOKS)	133,839.00	75,978.59	75,978.59	
INCOME	20,278.00	35,113.60	35,113.60	
DISTRIBUTION	(108,172.00)	(14,456.00)	(14,456.00)	
	(131,845.00)	(65,922.50)	(65,922.50)	73,567.81
LIABILITIES	213,658.00	106,839.00	106,839.00	
QRI				
WAGES	431,101.31	215,550.67		
UAB	492,435.00	245,217.50		
INCOME	87,274.56	43,637.28		

Real Estate Lease Agreement

This Lease is entered into between the City of Springfield, Ohio ("City") as lessor and Reid Park Limited ("Operator") as lessee this 25th day of October, 2022.

1. **Demise.** The City leases to the Operator the real estate commonly known as Reid Park Golf Course, Springfield, Ohio, which is more fully described in Exhibit A and depicted in Exhibit B, upon the terms and conditions set out in this Lease.
2. **Term.** The initial term of this Lease begins on January 1, 2023 and ends on December 31, 2027.
3. **Renewal Options.** If the Operator is not in default under the terms of this Real Estate Lease, including a default under Section 13.b., and if the Operator has made the real estate tax escrow deposit set out in Section 9.f. it may renew the Lease for two additional five-year terms with the first term beginning January 1, 2028 and ending December 31, 2032 and the second term beginning January 1, 2033 and ending December 31, 2037. Each renewal shall be on the same terms and conditions as set forth herein.
4. **Lease Payments.**
The Operator shall pay to the City, as rent, the sum of \$100 on the fifteenth day of January 2023 and the fifteenth day of each month thereafter throughout the term and any additional term of this Lease.
5. **Improvements and Alterations to Structures.** The Operator may make certain changes to the interior of the premises to adapt the buildings to the Operator's intended use. However, the Operator shall make no such changes that involve removing or relocating interior walls, partitions, ceilings, floors, or structural features of any structures on the premises without first having obtained the City's written approval of such activity. All additions or improvements made by the Operator shall be maintained by the Operator during its occupancy and shall become the property of the City at the end of that occupancy. Any such changes shall be at the Operator's sole expense. The City has no obligation for repairs or replacements to the buildings, fixtures, cart paths, or other improvements to the real estate.
6. **Capital Improvements Contributions.** The City shall provide \$150,000 (\$156,000 in the first term) in capital improvements to the Golf Course for each respective five-year lease term for a maximum fifteen (15) year contribution of \$456,000. The Operator shall request in writing to the City improvements it deems necessary with the respective cost of each improvement. In turn, the City will respond in writing to the requested improvement and may, at its discretion, make the improvements with its own materials, equipment, and personnel. The parties anticipate and agree that capital improvement funds can be used to repair and replace parts of the irrigation system.

7. **Improvements and Alterations to Golf Course.** The Operator shall make no alterations or additions to the golf course, such as adding or eliminating sand bunkers, removing healthy trees, filling ponds, rebuilding tees or greens without first having obtained the City's written approval of such activity.

All additions or improvements made by the Operator shall be maintained by the Operator during its occupancy and shall become the property of the City at the end of that occupancy. Any such changes shall be at the Operator's sole expense.

The City has no obligation for repairs or replacements to the golf course or any feature of the golf course.

8. **Signs.** The Operator shall not place any signs on the exterior of the premises, without the City's prior written consent. The City may refuse consent to any proposed signage that is in the City's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the character of the premises. The Operator shall repair all damage to the premises resulting from the removal of signs installed by the Operator.

9. **Obligations of Lessee.** In addition to paying the rent set out above, the Operator's obligations include:

- a. **Use.** The Operator shall use the premises solely for the purpose of operating a public golf course, providing recreational programs and activities ancillary to these purposes.

- b. **Equipment.** The Operator is authorized to use items 47 and 49-55 listed in the attached itemized lists incorporated herein by reference as if fully rewritten as "Exhibit C". Operator shall maintain all City-owned equipment currently located on the premises in good working order. Operator shall provide the City with written notice within a reasonable time of any nonworking or malfunctioning equipment. Operator shall return all equipment to the City at the conclusion of this Lease in the same condition as when this Lease commenced, normal wear and tear accepted. Upon execution of this agreement, the remaining items in Exhibit C and all property listed in Exhibit D (including all junked and scrap machinery not listed on Exhibit D and located in and around the maintenance facility located at 3140 E Leffel Lane, Springfield, Ohio) shall become the property of the Operator and the Operator may dispose of said property in any manner it chooses. Junked and scrap machinery not listed on Exhibit D shall not include any fixtures of the maintenance building.

- c. **General Maintenance.** The Operator shall maintain the premises in a clean, safe, and healthful condition and return it to the City at the conclusion of the Lease in the same condition as when the Lease commenced, normal wear and tear accepted. Specific tasks to be performed by the Operator include:

- i. Clearing snow, ice and debris from the sidewalks and parking areas,
 - ii. Replacing broken glass,
 - iii. Trimming shrubbery and landscaping,
 - iv. Cleaning roof drains, gutters, and downspouts,
 - v. Painting and repainting interior surfaces and exterior trim surfaces,
 - vi. Cleaning, repairing, and replacing carpet and other floor surfaces,
 - vii. Maintenance, repair, and replacement of plumbing fixtures.
 - viii. Maintenance, repair, and replacement of HVAC equipment (including filter replacements),
 - ix. Maintenance, repair and replacement and recertification of fire suppression and alarm systems,
 - x. Maintenance, repair, and replacement of food service fixtures.
- b. **Golf Course Maintenance.** The Operator shall establish, implement, and maintain a grounds maintenance program using appropriate horticultural and agronomic practices so as to maintain proper playing conditions and to preserve the golf course through the term of this Lease. The Operator will maintain in operating order the existing irrigation system, including pumps, valves, pipes, controllers, and sprinkler heads. The Operator may utilize spare parts to the irrigation system that are on hand on the premises in making such repairs. The Operator will apply pesticides, herbicides, and other chemicals only in accordance with all applicable licensing and other applicable laws and regulations.
- c. **Utilities.** The Operator shall pay, when due, all amounts that become due for electrical utility services used at the premises during the lease term and any additional term.
- d. **Taxes.**
 - i. The premises being leased are currently tax exempt. The City makes no warranty or promise with respect to the impact of this Lease and associated documents with regard to any future tax exemption.
 - ii. The Operator shall pay all real estate taxes charged to the premises for the 2023 tax year and any year thereafter that this Real Estate Lease Agreement is in effect.
 - iii. The Operator shall maintain the escrow account for the payment of real estate taxes previously approved by the City Law Director.
 - iv. The Operator shall deposit in the escrow account established for this purpose, a monthly prorated amount. The prorated monthly payment shall be equal to the amount of the real estate taxes that

will be due and payable in the succeeding tax year divided into ten (10) equal payments.

- v. The Operator shall pay the monthly prorated amount to the escrow account for the real estate taxes on the first day of each month beginning in March and ending with the last month of December.
- vi. Should the Operator fail or decline to make the deposit set forth in Section 9.f.iv., this Lease shall terminate as of December 31 of the year that the deposit is due.

e. **Insurance.** The Operator shall maintain a policy or policies of insurance with companies licensed to issue insurance in the State of Ohio that insure against the following perils on the following terms:

- i. Comprehensive general liability - not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.
- ii. The City shall be listed as an additional insured on The Operator's policy or policies of comprehensive general liability insurance, and The Operator shall provide The City with current Certificates of Insurance evidencing The Operator's compliance with this obligation.
- iii. The Operator shall obtain the agreement of The Operator's insurers to notify The City that a policy is due to expire at least (10) days prior to such expiration.
- iv. The Operator shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

7. **Obligations of Lessor.** The City shall:

- a. Keep the premises subject to the same liability coverage that it maintains with respect to other buildings and grounds that it owns. That coverage may be provided either through commercial insurance carriers or through a self-insurance pool that the City selects.
- b. Promptly review and respond to requests made by the Operator for authorization to make improvements and additions under Sections 5-7 of this Lease. Authorization will not be unreasonably denied.
- c. Operator may request tree removal, when necessary, in writing to the City Manager's Office. However, this is subject to the City's written approval and the availability of the City Service Division. At no time shall any trees be removed or altered for the purpose of sale unless approved in writing by Lessor.

8. Damage and Destruction.

- a. If the Leased Premises or any other part of any structure on the premises is damaged by fire or other casualty resulting from any act or negligence of the Operator or any of the Operator's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and The Operator shall be responsible for the costs of repair not covered by insurance.
- b. If, due to any reason other than one listed in Section 11.a. above, the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for the Operator's purposes, then the Operator shall have the right within ninety (90) days following damage to elect by notice to the City to terminate this Lease as of the date of such damage. The Operator shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for the Operator's purposes.
- c. If the damage is due to any reason other than one listed in Section 9.a. above and does not render the Leased Premises unusable for the Operator's purposes, The City shall promptly repair such damage at the cost of the City.
- d. The City shall be responsible for repairs of damage to the electrical pump house located on the Golf Course, unless the damage is the result of Operator's errors, omissions, or acts.
- e. The City shall be responsible for repairs of damage to the electrical lines and transformers not located on the lease premises as described in Exhibit A and depicted in Exhibit B, unless the damage is the result of Operator's errors, omissions, or acts.
- f. In making the repairs called for in this Section 11, The City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of The City.

9. **Condemnation.** If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and The City and the Operator shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

10. Default

- a. If there is a default with respect to any of the City's obligations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from The Operator to the City specifying the default, the Operator may, at its option and without affecting any other remedy available, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until The Operator shall have been fully reimbursed. If the City's default remains uncured after 30 days following the notice set out above, the Operator may terminate the Lease.
- b. If there is a default with respect to any of the Operator's obligations under this Lease, or - with respect to the Liquor License Agreement and if the default continues more than fifteen (15) days after notice in writing from the City to the Operator specifying the default, the City may, at its option and without affecting any other remedy available, cure such default and add the cost thereof to the next accruing installment or installments of rent payable hereunder until the City shall have been fully reimbursed. If the Operator's default remains uncured after 30 days following the notice set out above, the City may terminate the Lease.

11. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by either certified mail or by commercial delivery service with proof of delivery and addressed as follows:

If to The City to:
City Manager,
76 E. High St.,
Springfield, Ohio 45502

If to The Operator to:
Reid Park Limited
536 Archer Lane
Springfield, Ohio 45503

The City and The Operator shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

12. Governing Law. This Real Estate Lease Agreement shall be governed by the laws of the state of Ohio.

13. Severability. To the extent that any provision of this Real Estate Lease Agreement is held to be invalid, that provision shall be deemed deleted from this Real Estate Lease Agreement and the remaining provisions shall remain in full force and effect.

14. **Electronic Signatures.** This Real Estate Lease Agreement shall be executed in identical counterparts; each of which, when so executed and delivered, shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives in the premises, have hereunto set their hands to duplicate originals as of date first above written.

APPROVED AS TO FORM AND
CORRECTNESS:

Jill Allen

Digitally signed by Jill
Allen
Date: 2022.10.25
09:38:19 -04'00'

Jill N. Allen, Law Director

THE CITY OF SPRINGFIELD, OHIO

BY: 

Bryan Heck, City Manager

Reid Park Limited

BY: 

ALAN E. COLLINS, MEMBER

Type text here

EXHIBIT A

PROPOSED REID PARK OPERATIONAL LEASE AREA

Situate in the State of Ohio, County of Clark and in the City of Springfield, and lying in Section 15, Town 5, Range 9, M.R.S., the northeast quarter of Section 21, Town 5, Range 9, the southeast quarter of Section 22, Town 5, Range 9, and the southwest quarter of Section 16, Town 5, Range 9, M.R.S. and being more particularly described as follows:

Beginning at a point at the intersection of the 1/2 Section Line of said Section 21 and the easterly right-of-way line of the Indiana and Ohio Railway (IORY);

thence leaving said intersection and following with and along the said easterly right-of-way of the IORY, bearing N 02°07'43.4" W, a distance of approximately 525.24 feet, to an angle point;

thence continuing with and along said easterly right-of-way line of the IORY, bearing N 9°34'4.9" E, approximately 130.31 feet to an angle point;

thence continuing with and along said easterly right-of-way line of the IORY, bearing N 9°35'58.1" E, approximately 1312.05 feet to the *True Place of Beginning*;

thence continuing with and along the easterly right-of-way line of the IORY, bearing N 9°32'48.5" E, approximately 1334.04 feet to a point of intersection of the easterly right-of-way line of the IORY and the southerly right-of-way line of the Norfolk and Southern Railway, said point also being the northwest corner of the lands known as 'New Reid Park';

thence following with and along said southerly right-of-way line of the Norfolk and Southern Railway, the following eight calls:

S 83°55'01.6" E, approximately 1014.74 feet to an angle point;

S 84°08'19.8" E, approximately 1505.31 feet to an angle point;

S 83°13'21.7" E, approximately 138.36 feet to an angle point;

S 82°28'29.2" E, approximately 216.69 feet to an angle point;

S 81°37'30.3" E, approximately 186.72 feet to an angle point;

S 80°43'19.5" E, approximately 242.05 feet to an angle point;

S 79°39'14.9" E, approximately 265.10 feet to an angle point;

S 78°50'37.6" E, approximately 188.34 feet to a point, said point also being the intersection of the southerly right-of-way line of the Norfolk and Southern Railway and the westerly line of a tract of land conveyed to Bruce E McConkey;

thence following with and along the westerly line of said McConkey tract, bearing S 8°49'43.3" W, approximately 519.34 feet to a point, said point also being the northeasterly corner of a tract of land conveyed to Marshall W and Dolly J Lail;

thence following with and along the northerly line of said Lall tract, bearing N 84°08'47.6" W, approximately 135.81 feet to a point at the northwest corner of said Lall tract;

thence continuing with and along the westerly line of said Lall tract, bearing S 8°06'37.9" W, approximately 654.41 feet to a point, said point also being the southwest corner of a tract of land conveyed to Dewayne A Parsons;

thence continuing with and along the southerly line of said Parsons tract, bearing S 83°39'47.6" E, approximately 689.46 feet to an angle point, said point also being the northwest corner of a tract of land conveyed to Michael L Herzog and Paula B Gravenkemper;

thence following with and along the westerly line of the said Herzog/Gravenkemper tract, bearing S 5°50'54.8" W, approximately 155.55 feet to a point, said point also being the southwesterly corner of said Herzog/Gravenkemper tract;

thence continuing with and along the southerly line of said Herzog/Gravenkemper tract, bearing S 83°24'40.5" E, approximately 1284.10 feet to a point on the westerly right-of-way line of S Bird Rd;

thence following with and along the said westerly right-of-way line of S Bird Rd, bearing S 16°32'37.5" W, approximately 144.86 feet to a point;

thence leaving said westerly right-of-way line of S Bird Rd, bearing N 73°18'27.2" W, approximately 142.11 feet to an angle point;

thence S 14°15'52.3" W, approximately 404.58 feet to a point on the northerly line of the Country Grove Subdivision;

thence following with and along the northerly line of the said Country Grove Subdivision, bearing N 87°35'25.7" W, approximately 1730.94 feet to a point, said point also being the northwesterly corner of said Country Grove Subdivision;

thence bearing S 8°06'39.4" W, a distance of approximately 3803.99 feet to a point, said point also being the northeasterly corner of a tract of land conveyed to Roger D and Debra I Lute;

thence following with and along the northerly line of said Lute tract, bearing N 84°36'44.4" W, approximately 100.86 feet to a point, said point being the northwesterly corner of said Lute tract;

thence following with and along the westerly line of said Lule tract, bearing S 6°06'50.5" W, approximately 92.77 feet to a point, said point being the northeasterly corner of a tract of land conveyed to James Hearlily;

thence following with and along the northerly line of said Hearlily tract, bearing N 84°36'48.9" W, approximately 144.33 feet to a point, said point also being the northwesterly corner of said Hearlily tract;

thence following with and along the westerly line of said Hearlily tract, bearing S 6°08'32.7" W, approximately 162.56 feet to a point on the northerly right-of-way line of E Leffel Lane;

thence following with and along the northerly right-of-way line of said E Leffel Lane, bearing N 84°02'27.2" W, approximately 884.39 feet to a point at the easterly side of an access drive to New Reid Park;

thence following the easterly side of said access drive to New Reid Park, the following 25 calls:

N 20°39'05.8" W, approximately 34.34 feet to an angle point;

N 6°12'53.3" E, approximately 684.74 feet to an angle point;

N 22°38'02.7" W, approximately 39.98 feet to an angle point;

N 79°42'38.4" W, approximately 204.83 feet to an angle point;

N 38°58'57.9" W, approximately 67.11 feet to an angle point;

N 6°04'07.2" E, approximately 1828.86 feet to an angle point;

N 4°41'21" W, approximately 56.46 feet to an angle point;

N 61°58'33.4" W, approximately 272.79 feet to an angle point;

N 51°36'05.4" W, approximately 232.51 feet to an angle point;

N 40°31'23.1" W, approximately 255.97 feet to an angle point;

N 45°01'13.2" W, approximately 32.62 feet to an angle point;

N 54°10'56.4" W, approximately 27.32 feet to an angle point;

N 66°47'15.4" W, approximately 33.74 feet to an angle point;

N 74°13'47.6" W, approximately 44.12 feet to an angle point;

N 80°24'59.1" W, approximately 180.98 feet to an angle point;

N 39°12'29.7" W, approximately 137.43 feet to an angle point;

N 18°31'52.2" W, approximately 63.12 feet to an angle point;

N 8°35'20.7" E, approximately 102.03 feet to an angle point;

S 84°11'59.4" E, approximately 620.96 feet to an angle point;

N 0°27'31.3" E, approximately 1229.93 feet to an angle point;

N 79°07'24.5" W, approximately 513.15 feet to an angle point;

S 65°23'07.7" W, approximately 539.57 feet to an angle point;

S 12°27'11.3" W, approximately 268.78 feet to an angle point;

N 80°59'08.5" W, approximately 282.97 feet to an angle point;

N 29°36'48.6" W, approximately 570.19 feet to the *True Place of Beginning*, containing 309.84 Acres, more or less.

EXHIBIT B



Reid Golf Inventory

As of 11/1/2020

Exhibit C

<u>Item #</u>	<u>Location</u>	<u>Desceiption</u>	<u>Quantity</u>	<u>Notes</u>
1	Pro Shop	Round tables	2	Never Had
2	Pro Shop	Chairs, cushioned (black)	7	Never Had
3	Pro Shop	Barstool (wood - Windsor style)	1	
4	Pro Shop	Service Counters	2	Brown Barn
5	Pro Shop	Weather station	2	(1) Proshop & (1) Maintenance
6	Pro Shop	Letter board(sign) {black/white}	1	
7	Pro Shop	SoBeelectric beverage cooler	1	Pepsi
8	Pro Shop	Desk	1	
9	Pro Shop	Storage Credenza	1	
10	Pro Shop	Wall shelf (black)	1	
11	Pro Shop	Dry erase board	1	
12	Pro Shop	Cordless telephone (2 handsets)	1	
13	Outside	Golf bag stands	2	
14	Outside	Picnic tables, square	4	
15	Outside	Golf bag push carts	10	7 Remain
16	Outside	Picnic tables, rectangle	17	4 Remain (NEED PAINTING)
17	Outside	Serving tables	2	
18	Storage Room	Patio umbrellas	4	NEEDS REPAIR
19	Storage Room	Freezer, upright	1	NEEDS REPAIR
20	Storage Room	Roasters	5	NEEDS REPAIR
21	Storage Room	Stainless steel prep table	1	
22	Storage Room	Electric fryer	1	NEEDS REPAIR
23	Storage Room	Round tables	2	Not Put Together
24	Storage Room	Square tables	5	
25	Storage Room	Fire Extinguisher	1	
26	Large Cart Barn	Toro Reelmaster 3100-D Sidewinder	1	On Maintenance List
27	Kitchen	Arctic Air Freezer, chest	1	NEEDS REPAIR
28	Kitchen	Arctic Air Freezer, upright	1	
29	Kitchen	Amana Microwave	1	Hamilton Beach NEEDS REPAIR
30	Kitchen	Gold-N-Chef Commercial grill w/exhaust system	1	Grill replace by RPL/Includes 4 Fryers (3 down) & storage below
31	Kitchen	Scotsman Ice Machine	1	NEEDS REPAIR

32	Kitchen	Pepsi Beverage Fountain (dispenser)	1	
33	Kitchen	GFS coffee station	1	
34	Kitchen	Beverage Air Refrigerated prep table w/storage	1	
35	Kitchen	Walk-In cooler	1	
36	Kitchen	Round tables	1	
37	Kitchen	Chairs, cushioned (black)	25	
38	Kitchen	Square tables	7	
39	Kitchen	Beverage Air Keg Beer Cooler w/3 taps	1	
40	Kitchen	Electric hot dog roller	1	NEEDS REPAIR
41	Kitchen	Prep table, stainless steel	2	NEEDS REPAIR
42	Kitchen	Storage unit, stainless steel	1	
43	Kitchen	Fire Extinguisher	2	
44	Kitchen	3 Compartment sink, stainless steel	1	NEEDS REPAIR
45	Kitchen	Pepsi electric beverage cooler	1	
46	Driving Range	Picnic tables, square	2	NTRP
47	Driving Range	Storage shed, driving range		NEEDS REPAIR
48	Driving Range	Driving range balls, buckets & machine	1	
49	Large Cart Barn	Large Cart 8am • green w/garagedoor opener	1	
50	Small Garage Barn	Small Garage Barn - brown w/garage door opener	1	NEEDS REPAIR
51	Large Cart Barn	Large Cart Barn • silver w/garage door opener	1	NEEDS REPAIR
52	Course	Tank Restroom (South)	1	Nature Work Grant (2014) NEEDS REPAIR
53	Course	Poly-resin Benches	36	10 Remain/26 to NTRP
54	Course	Starter's Shed		NEEDS REPAIR
55	Course	Periscope	1	

EXHIBIT D

	<u>Golf Course Equipent</u>	Condition	Serial #
	Mowers		
	Toro 3300 (greens)	Fair to Poor	0221
	Toro 3300 (greens)	Fair to Poor	
	Toro 3300 (greens)	Fair to Poor	
	Toro 3100 (Verti-cut)	Fair	
	Toro Fairway	Fair	
	Toro 5510 (fairways)	Fair	
	Toro 1000 greens mower walk behind (3) (clean up passes c	Fair	
	Toro 3300 (greens) Needs engine	Not in Use	0223
	Toro 3100 (roller/collars)	Not in Use	
	John Deere 2500 (tees)	Not in Use	5123
	John Deere 2500 (tees)	Not in Use	5117
	Toro 3100-D sidewinder (range tee&greens)	Not in Use	
	Toro 228 (rough trim) Needs removed	Not in Use	
	Lastec Rotary green banks	Not in Use	0102
	Lastec Rotary green banks	Not in Use	0202
	Toro 4500	Not in Use	
	Toro 4700	Not in Use	
	Toro Z Master Needs removed	Not in Use	
	Utility Vehicles		
	John Deere Pro-gator (RPL Repaired for 2200.00)	Poor	
	Toro Workman 3200 (RPL Repaired for 800.00)	Not in Use	
	John Deere Gator turf	Poor	6396
	Toro workman MD No reverse	Not in Use	0553
	Toro workman MD Needs Engine	Not in Use	0537
	Cushman 3 wheel Needs Starter (will be repaired)	Poor	
	John Deere Gator turf	Not in Use	6394
	Tractors		
	Aerifiers		
	Toro Pro Core 648 (greens)	Good	
	Toro Fairway aerifier	Poor	
	Textron GA 30 Needs Removed	To Parks	
	Blowers		

	Buffallo Turbine Blowers (2) w/ John Deere trailers (2)	Poor	
	<i>Sprayers</i>		
	Toro 5500	Not in Use	
	Toro 5700	Poor	
	<i>Top dressers</i>		
	Toro Pro Pass 200 (Replaced Belt 850.00)	Good	
	Pro Pass 180	Poor	
	<i>Misc</i>		
	Foley Accu pro Bedknife grinder	Fair	
	Foley Reel Accu master reel grinder	Fair	
	Greens Groomer brush	Good	
	Smithco greens roller	Good	
	Stihl weed eaters (4) (all no longer in use) parts	Not in Use	
	Stihl back pack blower	Not in Use	571
	Stihl back pack blower	Poor	491

Profit and Loss - copy

Reid Golf LLC

January 1-June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Sales	325,588.02
Services	513.31
Total for Income	\$326,101.33
Cost of Goods Sold	
Cost of goods sold	\$6,857.27
Supplies & materials - COGS	79.00
Total for Cost of goods sold	\$6,936.27
Restaurant - CGS	19,851.60
Total for Cost of Goods Sold	\$26,787.87
Gross Profit	\$299,313.46
Expenses	
Advertising & marketing	570.04
Business licenses	5,012.70
Employee benefits	0
Workers' compensation insurance	279.60
Total for Employee benefits	\$279.60
General business expenses	\$1,500.00
Bank fees & service charges	259.14
Memberships & subscriptions	633.45
Uniforms	463.65
Total for General business expenses	\$2,856.24
Insurance	10,837.99
Interest paid	\$121.84
Business loan interest	69,229.85
Total for Interest paid	\$69,351.69
Legal & accounting services	\$1,500.00
Legal fees	-750.00
Total for Legal & accounting services	\$750.00
Meals	387.46
Office expenses	-\$200.00
Office supplies	160.45
Shipping & postage	40.87
Small tools & equipment	3,278.52
Software & apps	29,475.39
Total for Office expenses	\$32,755.23
Payroll expenses	\$1,897.40
Salaries & wages	139,329.34
Total for Payroll expenses	\$141,226.74

Profit and Loss - copy

Reid Golf LLC

January 1-June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Rent	0
Equipment rental	3,659.83
Total for Rent	\$3,659.83
Repairs & maintenance	4,418.16
Supplies	0
Supplies & materials	8,151.07
Total for Supplies	\$8,151.07
Taxes paid	\$7,372.99
Payroll taxes	5,722.61
Total for Taxes paid	\$13,095.60
Travel	\$737.63
Airfare	1,852.71
Hotels	834.09
Total for Travel	\$3,424.43
Utilities	\$13,330.96
Disposal & waste fees	321.74
Electricity	12,539.24
Internet & TV services	679.96
Phone service	760.19
Total for Utilities	\$27,632.09
Total for Expenses	\$324,408.87
Net Operating Income	-\$25,095.41
Other Income	
Other Expenses	
Vehicle expenses	0
Vehicle gas & fuel	12,586.33
Vehicle registration	505.61
Vehicle repairs	1,600.13
Total for Vehicle expenses	\$14,692.07
Total for Other Expenses	\$14,692.07
Net Other Income	-\$14,692.07
Net Income	-\$39,787.48

Profit and Loss - copy

Reid Golf LLC

July 1-December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Income	
Sales	70,156.97
Services	1,300.00
Total for Income	\$71,456.97
Cost of Goods Sold	
Restaurant - CGS	2,306.51
Total for Cost of Goods Sold	\$2,306.51
Gross Profit	\$69,150.46
Expenses	
General business expenses	0
Bank fees & service charges	695.80
Memberships & subscriptions	175.00
Uniforms	236.63
Total for General business expenses	\$1,107.43
Insurance	5,423.60
Meals	12.39
Office expenses	\$693.86
Software & apps	3,614.84
Total for Office expenses	\$4,308.70
Payroll expenses	\$13,936.72
Salaries & wages	33,831.00
Total for Payroll expenses	\$47,767.72
Repairs & maintenance	1,526.08
Supplies	0
Supplies & materials	10,528.22
Total for Supplies	\$10,528.22
Taxes paid	9,146.14
Travel	0
Airfare	1,937.77
Total for Travel	\$1,937.77
Utilities	\$476.34
Electricity	6,912.34
Internet & TV services	2,384.95
Phone service	383.40
Total for Utilities	\$10,157.03
Total for Expenses	\$91,915.08
Net Operating Income	-\$22,764.62
Other Income	

Profit and Loss - copy

Reid Golf LLC

July 1-December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Other Expenses	
Vehicle expenses	0
Parking & tolls	10.00
Vehicle gas & fuel	2,835.09
Total for Vehicle expenses	\$2,845.09
Total for Other Expenses	\$2,845.09
Net Other Income	-\$2,845.09
Net Income	-\$25,609.71

Real Estate Lease Agreement

This Lease is entered into between the City of Springfield, Ohio ("City") as lessor and Reid Park Limited ("Operator") as lessee this 7th day of January, 2021.

1. **Demise.** The City leases to the Operator the real estate commonly known as Reid Park Golf Course, Springfield, Ohio, which is more fully described in Exhibit A and depicted in Exhibit B, upon the terms and conditions set out in this Lease.
2. **Term.** The initial term of this Lease begins on January 1, 2021 and ends on December 31, 2021.
3. **Renewal Options.** If the Operator is not in default under the terms of this Real Estate Lease, including a default under Section 13.b., and if the Operator has made the real estate tax escrow deposit set out in Section 9.f. it may renew the Lease for two additional one-year terms with the first term beginning January 1, 2022 and ending December 31, 2022 and the second term beginning January 1, 2023 and ending December 31, 2023.

Each renewal shall be on the same terms and conditions as set forth herein.

4. **Lease Payments.**

The Operator shall pay to the City, as rent, the sum of \$100 on the fifteenth day of January 2021 and the fifteenth day of each month thereafter throughout the term and any additional term of this Lease.

5. **Improvements and Alterations to Structures.** The Operator may make certain changes to the interior of the premises to adapt the buildings to the Operator's intended use. However, the Operator shall make no such changes that involve removing or relocating interior walls, partitions, ceilings, floors or structural features of any structures on the premises without first having obtained the City's written approval of such activity.

All additions or improvements made by the Operator shall be maintained by the Operator during its occupancy and shall become the property of the City at the end of that occupancy. Any such changes shall be at the Operator's sole expense. The City has no obligation for repairs or replacements to the buildings, fixtures, cart paths, or other improvements to the real estate.

6. **Capital Improvements Contributions.** The City shall provide \$36,000 in capital improvements to the Golf Course for each respective one-year lease term for a maximum three (3) year contribution of \$108,000. The Operator shall request in writing to the City improvements it deems necessary with the respective cost of each improvement. In turn, the City will respond in writing to the requested improvement and may, at its discretion, make the improvements with its own materials, equipment, and personnel.

7. **Improvements and Alterations to Golf Course.** The Operator shall make no alterations or additions to the golf course, such as adding or eliminating sand bunker, removing healthy trees, filling ponds, rebuilding tees or greens without first having obtained the City's written approval of such activity.
All additions or improvements made by the Operator shall be maintained by the Operator during its occupancy and shall become the property of the City at the end of that occupancy. Any such changes shall be at the Operator's sole expense.
The City has no obligation for repairs or replacements to the golf course or any feature of the golf course.
8. **Signs.** The Operator shall not place any signs on the exterior of the premises, without the City's prior written consent. The City may refuse consent to any proposed signage that is in the City's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the character of the premises. The Operator shall repair all damage to the premises resulting from the removal of signs installed by the Operator.
9. **Obligations of Lessee.** In addition to paying the rent set out above, the Operator's obligations include:
- a. **Use.** The Operator shall use the premises solely for the purpose of operating a public golf course, providing recreational programs and activities ancillary to these purposes.
 - b. **Equipment.** The Operator is authorized to use those items listed in the attached itemized lists incorporated herein by reference as if fully rewritten as "Exhibit C" and "Exhibit D", respectively. Operator shall maintain all City-owned equipment currently located on the premises in good working order. Operator shall provide the City with written notice within a reasonable time of any nonworking or malfunctioning equipment. Operator shall return all equipment to the City at the conclusion of this Lease in the same condition as when this Lease commenced, normal wear and tear accepted.
 - c. **General Maintenance.** The Operator shall maintain the premises in a clean, safe and healthful condition and return it to the City at the conclusion of the Lease in the same condition as when the Lease commenced, normal wear and tear accepted. Specific tasks to be performed by the Operator include:

- i. Clearing snow, ice and debris from the sidewalks and parking areas,
 - ii. Replacing broken glass,
 - iii. Trimming shrubbery and landscaping,
 - iv. Cleaning roof drains, gutters and downspouts,
 - v. Painting and repainting interior surfaces and exterior trim surfaces,
 - vi. Cleaning, repairing and replacing carpet and other floor surfaces,
 - vii. Maintenance, repair and replacement of plumbing fixtures.
 - viii. Maintenance, repair and replacement of HVAC equipment (including filter replacements),
 - ix. Maintenance, repair and replacement and recertification of fire suppression and alarm systems,
 - x. Maintenance, repair and replacement of food service fixtures.
- d. **Golf Course Maintenance.** The Operator shall establish, implement and maintain a grounds maintenance program using appropriate horticultural and agronomic practices so as to maintain proper playing conditions and to preserve the golf course through the term of this Lease. The Operator will maintain in operating order the existing irrigation system, including pumps, valves, pipes, controllers and sprinkler heads. The Operator may utilize spare parts to the irrigation system that are on hand on the premises in making such repairs.

The Operator will apply pesticides, herbicides and other chemicals only in accordance with all applicable licensing and other applicable laws and regulations.

- e. **Utilities.** The Operator shall pay, when due, all amounts that become due for electrical utility services used at the premises during the lease term and any additional term.
- f. **Taxes.**
 - i. The premises being leased are currently tax exempt. The City makes no warranty or promise with respect to the impact of this Lease and associated documents with regard to any future tax exemption.
 - ii. The Operator shall pay all real estate taxes charged to the premises for the 2021 tax year and any year thereafter that this Real Estate Lease Agreement is in effect.
 - iii. The Operator shall maintain the escrow account for the payment of real estate taxes previously approved by the City Law Director.
 - iv. The Operator shall deposit in the escrow account established for this purpose, a monthly prorated amount. The prorated monthly payment shall be equal to the amount of the real estate taxes that

will be due and payable in the succeeding tax year divided into ten (10) equal payments.

- v. The Operator shall pay the monthly prorated amount to the escrow account for the real estate taxes on the first day of each month beginning in March and ending with the last month of December.
 - vi. Should the Operator fail or decline to make the deposit set forth in Section 9.f.iv., this Lease shall terminate as of December 31 of the year that the deposit is due.
- g. **Insurance.** The Operator shall maintain a policy or policies of insurance with companies licensed to issue insurance in the State of Ohio that insure against the following perils on the following terms:
- i. Comprehensive general liability - not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.
 - ii. The City shall be listed as an additional insured on The Operator's policy or policies of comprehensive general liability insurance, and The Operator shall provide The City with current Certificates of Insurance evidencing The Operator's compliance with this obligation.
 - iii. The Operator shall obtain the agreement of The Operator's insurers to notify The City that a policy is due to expire at least (10) days prior to such expiration.
 - iv. The Operator shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

10. Obligations of Lessor. The City shall:

- a. Keep the premises subject to the same liability coverage that it maintains with respect to other buildings and grounds that it owns. That coverage may be provided either through commercial insurance carriers or through a self-insurance pool that the City selects.
- b. Promptly review and respond to requests made by the Operator for authorization to make improvements and additions under Sections 5-7 of this Lease. Authorization will not be unreasonably denied.
- c. Operator may request tree removal when necessary in writing to the City Manager's Office. However, this is subject to the City's written approval and the availability of the City Service Division. At no time shall any trees be removed or altered for the purpose of sale.

11. Damage and Destruction.

- a. If the Leased Premises or any other part of any structure on the premises is damaged by fire or other casualty resulting from any act or negligence of the Operator or any of the Operator's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and The Operator shall be responsible for the costs of repair not covered by insurance.
- b. If, due to any reason other than one listed in Section 11.a. above, the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for the Operator's purposes, then the Operator shall have the right within ninety (90) days following damage to elect by notice to the City to terminate this Lease as of the date of such damage. The Operator shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for the Operator's purposes.
- c. If the damage is due to any reason other than one listed in Section 9.a. above and does not render the Leased Premises unusable for the Operator's purposes, The City shall promptly repair such damage at the cost of the City.
- d. The City shall be responsible for repairs of damage to the electrical pump house located on the Golf Course, unless the damage is the result of Operator's errors, omissions, or acts.
- e. In making the repairs called for in this Section 11, The City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of The City.

12. Condemnation. If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and The City and the Operator shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

13. Default

- a. If there is a default with respect to any of the City's obligations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from The Operator to the City specifying the default, the

Operator may, at its option and without affecting any other remedy available, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until The Operator shall have been fully reimbursed. If the City's default remains uncured after 30 days following the notice set out above, the Operator may terminate the Lease.

- b. If there is a default with respect to any of the Operator's obligations under this Lease, or - with respect to the Liquor License Agreement and if the default continues more than fifteen (15) days after notice in writing from the City to the Operator specifying the default, the City may, at its option and without affecting any other remedy available, cure such default and add the cost thereof to the next accruing installment or installments of rent payable hereunder until the City shall have been fully reimbursed. If the Operator's default remains uncured after 30 days following the notice set out above, the City may terminate the Lease.

14. Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by either certified mail or by commercial delivery service with proof of delivery and addressed as follows:

If to The City to:
City Manager,
76 E. High St.,
Springfield, Ohio 45502

If to The Operator to:
Reid Park Limited
536 Archer Lane
Springfield, Ohio 45503

The City and The Operator shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.


15. Governing Law. This Real Estate Lease Agreement shall be governed by the laws of the state of Ohio.

16. Severability. To the extent that any provision of this Real Estate Lease Agreement is held to be invalid, that provision shall be deemed deleted from this Real Estate Lease Agreement and the remaining provisions shall remain in full force and effect.

17. Electronic Signatures. This Real Estate Lease Agreement shall be executed in identical counterparts; each of which, when so executed and delivered, shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives in the premises, have hereunto set their hands to duplicate originals as of date first above written.

APPROVED AS TO FORM
AND CORRECTNESS:




Jill N. Allen, Law Director

THE CITY OF SPRINGFIELD, OHIO

BY: 

Bryan Heck, City Manager

Reid Park Limited

BY: 

MEMBER

EXHIBIT A

PROPOSED REID PARK OPERATIONAL LEASE AREA

Situate in the State of Ohio, County of Clark and in the City of Springfield, and lying in Section 15, Town 5, Range 9, M.R.S., the northeast quarter of Section 21, Town 5, Range 9, the southeast quarter of Section 22, Town 5, Range 9, and the southwest quarter of Section 16, Town 5, Range 9, M.R.S. and being more particularly described as follows:

Beginning at a point at the intersection of the 1/2 Section Line of said Section 21 and the easterly right-of-way line of the Indiana and Ohio Railway (IORY);

thence leaving said intersection and following with and along the said easterly right-of-way of the IORY, bearing N 02°07'43.4" W, a distance of approximately 525.24 feet, to an angle point;

thence continuing with and along said easterly right-of-way line of the IORY, bearing N 9°34'4.9" E, approximately 130.31 feet to an angle point;

thence continuing with and along said easterly right-of-way line of the IORY, bearing N 9°35'58.1" E, approximately 1312.05 feet to the *True Place of Beginning*;

thence continuing with and along the easterly right-of-way line of the IORY, bearing N 9°32'48.5" E, approximately 1334.04 feet to a point of intersection of the easterly right-of-way line of the IORY and the southerly right-of-way line of the Norfolk and Southern Railway, said point also being the northwest corner of the lands known as 'New Reid Park';

thence following with and along said southerly right-of-way line of the Norfolk and Southern Railway, the following eight calls:

S 83°55'01.6" E, approximately 1014.74 feet to an angle point;

S 84°08'19.8" E, approximately 1505.31 feet to an angle point;

S 83°13'21.7" E, approximately 138.36 feet to an angle point;

S 82°28'29.2" E, approximately 216.69 feet to an angle point;

S 81°37'30.3" E, approximately 186.72 feet to an angle point;

S 80°43'19.5" E, approximately 242.05 feet to an angle point;

S 79°39'14.9" E, approximately 265.10 feet to an angle point;

S 78°50'37.6" E, approximately 188.34 feet to a point, said point also being the intersection of the southerly right-of-way line of the Norfolk and Southern Railway and the westerly line of a tract of land conveyed to Bruce E McConkey;

thence following with and along the westerly line of said McConkey tract, bearing S 6°49'43.3" W, approximately 519.34 feet to a point, said point also being the northeasterly corner of a tract of land conveyed to Marshall W and Dolly J Lail;

thence following with and along the northerly line of said Lail tract, bearing N 84°08'47.6" W, approximately 135.61 feet to a point at the northwest corner of said Lail tract;

thence continuing with and along the westerly line of said Lail tract, bearing S 6°06'37.9" W, approximately 654.41 feet to a point, said point also being the southwest corner of a tract of land conveyed to Dewayne A Parsons;

thence continuing with and along the southerly line of said Parsons tract, bearing S 83°39'47.6" E, approximately 669.46 feet to an angle point, said point also being the northwest corner of a tract of land conveyed to Michael L Herzog and Paula B Gravenkemper;

thence following with and along the westerly line of the said Herzog/Gravenkemper tract, bearing S 5°50'54.8" W, approximately 155.55 feet to a point, said point also being the southwesterly corner of said Herzog/Gravenkemper tract;

thence continuing with and along the southerly line of said Herzog/Gravenkemper tract, bearing S 83°24'40.5" E, approximately 1284.10 feet to a point on the westerly right-of-way line of S Bird Rd;

thence following with and along the said westerly right-of-way line of S Bird Rd, bearing S 16°32'37.5" W, approximately 144.86 feet to a point;

thence leaving said westerly right-of-way line of S Bird Rd, bearing N 73°18'27.2" W, approximately 142.11 feet to an angle point;

thence S 14°15'52.3" W, approximately 404.58 feet to a point on the northerly line of the Country Grove Subdivision;

thence following with and along the northerly line of the said Country Grove Subdivision, bearing N 87°35'25.7" W, approximately 1730.94 feet to a point, said point also being the northwesterly corner of said Country Grove Subdivision;

thence bearing S 6°06'39.4" W, a distance of approximately 3803.99 feet to a point, said point also being the northeasterly corner of a tract of land conveyed to Roger D and Debra I Lute;

thence following with and along the northerly line of said Lute tract, bearing N 84°36'44.4" W, approximately 100.86 feet to a point, said point being the northwesterly corner of said Lute tract;

thence following with and along the westerly line of said Lute tract, bearing S 6°06'50.5" W, approximately 92.77 feet to a point, said point being the northeasterly corner of a tract of land conveyed to James Hearlihy;

thence following with and along the northerly line of said Herlihy tract, bearing N 84°36'46.9" W, approximately 144.33 feet to a point, said point also being the northwesterly corner of said Hearlihy tract;

thence following with and along the westerly line of said Hearlihy tract, bearing S 6°06'32.7" W, approximately 162.56 feet to a point on the northerly right-of-way line of E Leffel Lane;

thence following with and along the northerly right-of-way line of said E Leffel Lane, bearing N 84°02'27.2" W, approximately 884.39 feet to a point at the easterly side of an access drive to New Reid Park;

thence following the easterly side of said access drive to New Reid Park, the following 25 calls:

N 20°39'05.8" W, approximately 34.34 feet to an angle point;
N 6°12'53.3" E, approximately 694.74 feet to an angle point;
N 22°38'02.7" W, approximately 39.98 feet to an angle point;
N 79°42'36.4" W, approximately 204.83 feet to an angle point;
N 38°58'57.9" W, approximately 67.11 feet to an angle point;
N 6°04'07.2" E, approximately 1828.86 feet to an angle point;
N 4°41'21" W, approximately 56.46 feet to an angle point;
N 61°58'33.4" W, approximately 272.79 feet to an angle point;
N 51°36'05.4" W, approximately 232.51 feet to an angle point;
N 40°31'23.1" W, approximately 255.97 feet to an angle point;
N 45°01'13.2" W, approximately 32.62 feet to an angle point;
N 54°10'56.4" W, approximately 27.32 feet to an angle point;
N 65°47'15.4" W, approximately 33.74 feet to an angle point;
N 74°13'47.6" W, approximately 44.12 feet to an angle point;
N 80°24'59.1" W, approximately 180.99 feet to an angle point;
N 39°12'29.7" W, approximately 137.43 feet to an angle point;
N 18°31'52.2" W, approximately 63.12 feet to an angle point;
N 6°35'20.7" E, approximately 102.03 feet to an angle point;
S 84°11'59.4" E, approximately 620.96 feet to an angle point;
N 0°27'31.3" E, approximately 1229.93 feet to an angle point;
N 79°07'24.5" W, approximately 513.15 feet to an angle point;
S 65°23'07.7" W, approximately 539.57 feet to an angle point;
S 12°27'11.3" W, approximately 268.78 feet to an angle point;
N 80°59'08.5" W, approximately 282.97 feet to an angle point;
N 29°36'48.6" W, approximately 570.19 feet to the *True Place of Beginning*, containing 309.84 Acres, more or less.

EXHIBIT B



Reid Golf Inventory

As of 11/1/2020

Exhibit C

<u>Item #</u>	<u>Location</u>	<u>Desceiption</u>	<u>Quantity</u>	<u>Notes</u>
1	Pro Shop	Round tables	2	Never Had
2	Pro Shop	Chairs, cushioned (black)	7	Never Had
3	Pro Shop	Barstool (wood - windsor style)	1	
4	Pro Shop	Service Counters	2	Brown Barn
5	Pro Shop	Weather staUon	2	(1) Proshop & (1) Maintenance
6	Pro Shop	Letter board(sign) {black/white}	1	
7	Pro Shop	SoBeelectric beverage cooler	1	Pepsi
8	Pro Shop	Desk	1	
9	Pro Shop	Storage Credenza	1	
10	Pro Shop	Wall shelf {black}	1	
11	Pro Shop	Dry erase board	1	
12	Pro Shop	Cordless telephone (2 handsets)	1	
13	Outside	Golf bag stands	2	
14	Outside	Picnic tables, square	4	
15	Outside	Golf bag push carts	10	7 Remain
16	Outside	Picnic tables, rectangle	17	4 Remain (NEED PAINTING)
17	Outside	Serving tables	2	
18	Storage Room	Patio umbrellas	4	NEEDS REPAIR
19	Storage Room	Freezer, upright	1	NEEDS REPAIR
20	Storage Room	Roasters	5	NEEDS REPAIR
21	Storage Room	Stainless steel prep table	1	
22	Storage Room	Electric fryer	1	NEEDS REPAIR
23	Storage Room	Round tables	2	Not Put Together
24	Storage Room	Square tables	5	
25	Storage Room	Fire Extinguisher	1	
26	Large Cart Barn	Toro Reelmaster 3100-D Sidewinder	1	On Maintenance List
27	Kitchen	Arctic Air Freezer, chest	1	NEEDS REPAIR
28	Kitchen	Arctic Air Freezer, upright	1	
29	Kitchen	Amana Microwave	1	Hamilton Beach NEEDS REPAIR
30	Kitchen	Gold-N-Chef Commercial grill w/exhaust system	1	Grill replace by RPI/Includes 4 Fryers (3 down) & storage below
31	Kitchen	Scotsman Ice Machine	1	NEEDS REPAIR

32	Kitchen	Pepsi Beverage Fountain (dispenser)	1	
33	Kitchen	GFS coffee station	1	
34	Kitchen	Beverage Air Refrigerated prep table w/storage	1	
35	Kitchen	Walk-In cooler	1	
36	Kitchen	Round tables	1	
37	Kitchen	Chairs, cushioned (black)	25	
38	Kitchen	Square tables	7	
39	Kitchen	Beverage Air Keg Beer Cooler w/3 taps	1	
40	Kitchen	Electric hot dog roller	1	NEEDS REPAIR
41	Kitchen	Prep table, stainless steel	2	NEEDS REPAIR
42	Kitchen	Storage unit, stainless steel	1	
43	Kitchen	Fire Extinguisher	2	
44	Kitchen	3 Compartment sink, stainless steel	1	NEEDS REPAIR
45	Kitchen	Pepsi electric beverage cooler	1	
46	Driving Range	Picnic tables, square	2	NTRP
47	Driving Range	Storage shed, driving range		NEEDS REPAIR
48	Driving Range	Driving range balls, buckets & machine	1	
49	Large Cart Barn	Large Cart 8am • green w/garagedoor opener	1	
50	Small Garage Barn	Small Garage Barn - brown w/garage door opener	1	NEEDS REPAIR
51	Large Cart Barn	Large Cart Barn • silver w/garage door opener	1	NEEDS REPAIR
52	Course	Tank Restroom (South)	1	Nature Work Grant (2014) NEEDS REPAIR
53	Course	Poly-resin Benches	36	10 Remain/26 to NTRP
54	Course	Starter's Shed		NEEDS REPAIR
55	Course	Periscope	1	

EXHIBIT D

	<u>Golf Course Equipment</u>	<u>Condition</u>	<u>Serial #</u>
	<i>Mowers</i>		
	Toro 3300 (greens)	Fair to Poor	0221
	Toro 3300 (greens)	Fair to Poor	
	Toro 3300 (greens)	Fair to Poor	
	Toro 3100 (Verti-cut)	Fair	
	Toro Fairway	Fair	
	Toro 5510 (fairways)	Fair	
	Toro 1000 greens mower walk behind (3) (clean up passes c	Fair	
	Toro 3300 (greens) Needs engine	Not in Use	0223
	Toro 3100 (roller/collars)	Not in Use	
	John Deere 2500 (tees)	Not in Use	5123
	John Deere 2500 (tees)	Not in Use	5117
	Toro 3100-D sidewinder (range tee&greens)	Not in Use	
	Toro 228 (rough trim) Needs removed	Not in Use	
	Lastec Rotary green banks	Not in Use	0102
	Lastec Rotary green banks	Not in Use	0202
	Toro 4500	Not in Use	
	Toro 4700	Not in Use	
	Toro Z Master Needs removed	Not in Use	
	<i>Utility Vehicles</i>		
	John Deere Pro-gator (RPL Repaired for 2200.00)	Poor	
	Toro Workman 3200 (RPL Repaired for 800.00)	Not in Use	
	John Deere Gator turf	Poor	6396
	Toro workman MD No reverse	Not in Use	0553
	Toro workman MD Needs Engine	Not in Use	0537
	Cushman 3 wheel Needs Starter (will be repaired)	Poor	
	John Deere Gator turf	Not in Use	6394
	<i>Tractors</i>		
	<i>Aerifiers</i>		
	Toro Pro Core 648 (greens)	Good	
	Toro Fairway aerifier	Poor	
	Textron GA 30 Needs Removed	To Parks	
	<i>Blowers</i>		

	Buffallo Turbine Blowers (2) w/ John Deere trailers (2)	Poor	
	<i>Sprayers</i>		
	Toro 5500	Not in Use	
	Toro 5700	Poor	
	<i>Top dressers</i>		
	Toro Pro Pass 200 (Replaced Belt 850.00)	Good	
	Pro Pass 180	Poor	
	<i>Misc</i>		
	Foley Accu pro Bedknife grinder	Fair	
	Foley Reel Accu master reel grinder	Fair	
	Greens Groomer brush	Good	
	Smithco greens roller	Good	
	Stihl weed eaters (4) (all no longer in use) parts	Not in Use	
	Stihl back pack blower	Not in Use	571
	Stihl back pack blower	Poor	491

Real Estate Lease to Purchase Agreement

This Lease is entered into between the City of Springfield, Ohio ("City") as lessor and EMAAC Properties LLC ("Operator") as lessee & prospective buyer this 31 day of July, 2024.

1. **Demise.** The City leases to the Operator the real estate commonly known as Reid Park Golf Course, Springfield, Ohio, which is more fully described in Exhibit A and depicted in Exhibit B, upon the terms and conditions set out in this Lease.
2. **Term.** The initial term of this Lease to Purchase Agreement begins on August 1, 2024 and ends on a date no later than December 31, 2025.
3. **Purchase Option.** The Operator will proceed to closing on the property as described in Exhibit A and depicted in Exhibit B on or before December 31, 2025.
 - (a) City shall convey marketable title of the property to the Operator by a General Warranty Deed, free, clear and unencumbered subject to zoning regulations of record, excepting easements and restrictions of record.
 - (b) City shall pay the costs for deed preparation and any transfer taxes or conveyance fees, and 50% of the title company's closing fee. Operator will be responsible for title exam, title insurance, any loan expenses, and 50% of the title company's closing fee.
 - (c) City and Operator agree to split the actual settlement costs associated with this transaction.
4. **Payments.**

The Operator shall pay to the City a non-refundable deposit of \$100,000 that will be applied to a total purchase price of \$900,000 at the execution of this Lease to Purchase Agreement.
5. **Improvements and Alterations to Structures.** The Operator may make certain changes to the interior of the premises to adapt the buildings to the Operator's intended use. However, the Operator shall make no such changes that involve removing or relocating interior walls, partitions, ceilings, floors, or structural features of any structures on the premises without obtaining the City's written approval of such activity. All additions or improvements made by the Operator shall be maintained by the Operator during its occupancy. They shall become the property of the City at the end of that occupancy if the Operator decides not to proceed with the purchase. Any such changes shall be at the Operator's sole expense. The City is not obligated to repair or replace the buildings, fixtures, cart paths, or other improvements to the real estate.

6. **Improvements and Alterations to the Golf Course.** The Operator shall make no alterations or additions to the golf course, such as adding or eliminating sand bunkers, removing healthy trees, filling ponds, and rebuilding tees or greens without first having obtained the City's written approval of such activity.

All additions or improvements made by the Operator shall be maintained by the Operator during its occupancy. If the Operator decides not to proceed with the purchase, they shall become the property of the city. Any such changes shall be at the Operator's sole expense.

The City is not obligated to repair or replace the golf course or its features.

7. **Signs.** The Operator shall not place any signs on the exterior of the premises without the City's prior written consent. The City may refuse consent to any proposed signage that is, in the City's opinion, too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the character of the premises. The Operator shall repair all damage to the premises resulting from the removal of signs installed by the Operator.
8. **Obligations of Operator.** In addition to payment set out above, the Operator's obligations include:
- a. **Use.** The Operator shall use the premises solely to operate a public golf course, providing recreational programs and activities ancillary to these purposes.
 - b. **General Maintenance.** The Operator shall maintain the premises in a clean, safe, and healthful condition and return it to the City at the conclusion of the Lease in the same condition as when the Lease commenced if the Operator decides not to proceed with the purchase, normal wear, and tear accepted. Specific tasks to be performed by the Operator include:
 - i. Clearing snow, ice and debris from the sidewalks and parking areas,
 - ii. Replacing broken glass,
 - iii. Trimming shrubbery and landscaping,
 - iv. Cleaning roof drains, gutters, and downspouts,
 - v. Painting and repainting interior surfaces and exterior trim surfaces,
 - vi. Cleaning, repairing, and replacing carpet and other floor surfaces,
 - vii. Maintenance, repair, and replacement of plumbing fixtures.
 - viii. Maintenance, repair, and replacement of HVAC equipment (including filter replacements),
 - ix. Maintenance, repair and replacement and recertification of fire suppression and alarm systems,
 - x. Maintenance, repair, and replacement of food service fixtures.
 - c. **Golf Course Maintenance.** The Operator shall establish, implement, and maintain a grounds maintenance program using appropriate horticultural and agronomic practices so as to maintain proper playing conditions and to preserve

the golf course through the term of this Lease. The Operator will maintain in operating order the existing irrigation system, including pumps, valves, pipes, controllers, and sprinkler heads. The Operator may utilize spare parts to the irrigation system that are on hand on the premises in making such repairs. The Operator will apply pesticides, herbicides, and other chemicals only in accordance with all applicable licensing and other applicable laws and regulations.

- d. **Utilities.** The Operator shall pay, when due, all amounts that become due for electrical utility services used at the premises during the lease term and any additional term.
- e. **Taxes.**
 - i. The premises being leased are currently tax-exempt. The City makes no warranty or promise with respect to the impact of this Lease and associated documents with regard to any future tax exemption.
 - ii. The Operator shall pay all real estate taxes charged to the premises from August 1, 2024 until Closing. If there are any real property taxes or assessments due or delinquent at the time of the closing, they shall be paid at the closing out of the funds due to the City. The taxes on the property shall be prorated up to the date of the closing and paid by the City out of the funds due to the City at closing.
 - iii. The Operator shall maintain the escrow account for the payment of real estate taxes previously approved by the City Law Director.
 - iv. The Operator shall deposit a monthly prorated amount in the escrow account established for this purpose. The prorated monthly payment shall be equal to the amount of the real estate taxes that will be due and payable from August 1, 2024 until Closing.
 - v. The Operator shall pay the monthly prorated amount to the escrow account for the real estate taxes on the first day of each month, beginning in August and ending with the last month of December.
 - vi. Should the Operator fail or decline to make the deposit set forth in Section 8.e.iv., this Lease shall terminate as of December 31 of the year that the deposit is due.
- f. **Insurance.** The Operator shall maintain a policy or policies of insurance with companies licensed to issue insurance in the State of Ohio that insure against the following perils on the following terms:
 - i. Comprehensive general liability - not less than \$1,000,000 combined single limit coverage of bodily injury, property damage, or a combination thereof.
 - ii. The City shall be listed as an additional insured on The Operator's policy or policies of comprehensive general liability insurance, and The Operator shall provide The City with current Certificates of Insurance evidencing The Operator's compliance with this obligation.
 - iii. The Operator shall obtain the agreement of The Operator's insurers to

notify The City that a policy is due to expire at least (10) days prior to such expiration.

- iv. The Operator shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

9. Obligations of City.

The City shall:

- a. Keep the premises subject to the same fire and casualty coverage and liability coverage that it maintains with respect to other buildings and grounds that it owns. That coverage may be provided either through commercial insurance carriers or through a self-insurance pool that the City selects.
- b. Promptly review and respond to requests made by the Operator for authorization to make improvements and additions under Sections 5-7 of this Lease. Authorization will not be unreasonably denied.
- c. Operator may request tree removal, when necessary, in writing to the City Manager's Office. However, this is subject to the City's written approval and the availability of the City Service Division. At no time shall any trees be removed or altered for the purpose of sale unless approved in writing by the City.
- d. The City will remove playground equipment located on a portion of the property, as depicted in Exhibit B, at no cost to the Operator.

10. Damage and Destruction.

- a. If the Leased Premises or any other part of any structure on the premises is damaged by fire or other casualty resulting from any act or negligence of the Operator or any of the Operator's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair. The Operator shall be responsible for the costs of repair not covered by insurance.
- b. If, due to any reason other than one listed in Section 10.a. above, the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for the Operator's purposes, then the Operator shall have the right within ninety (90) days following damage to elect by notice to the City to terminate this Lease as of the date of such damage. The Operator shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use, in whole or in part, for the Operator's purposes.
- c. If the damage is due to any reason other than one listed in Section 10.a above and does not render the Leased Premises unusable for the Operator's purposes,

The City shall promptly repair such damage at the cost of the City.

- d. The City shall be responsible for repairs of damage to the electrical pump house located on the Golf Course unless the damage is the result of the Operator's errors, omissions, or acts.
- e. The City shall be responsible for repairs of damage to the electrical lines and transformers not located on the lease premises as described in Exhibit A and depicted in Exhibit B unless the damage is the result of the Operator's errors, omissions, or acts.
- f. In making the repairs called for in this Section 10, The City shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor, or other matters which are beyond the reasonable control of The City.
- g. **Condemnation.** If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and The City and the Operator shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

11. Default

- a. If there is a default with respect to any of the City's obligations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from the Operator to the City specifying the default, the Operator may at its option and without affecting any other remedy available, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until The Operator shall have been fully reimbursed. If the City's default remains uncured after 30 days following the notice set out above, the Operator may terminate the Lease.
- b. If there is a default with respect to any of the Operator's obligations under this Lease or - with respect to the Liquor License Agreement and if the default continues more than fifteen (15) days after notice in writing from the City to the Operator specifying the default, the City may, at its option and without affecting any other remedy available, cure such default and add the cost thereof to the next accruing installment or installments of rent payable hereunder until the City shall have been fully reimbursed. If the Operator's default remains uncured after 30 days following the notice set out above, the City may terminate the Lease.

12. Notice. Any notice required or permitted under this Lease shall be deemed

sufficiently given or served if sent by either certified mail or by commercial delivery service with proof of delivery and addressed as follows:

If to The City to:
City Manager,
76 E. High St.,
Springfield, Ohio 45502

If to The Operator to:
Prabhakar Reddy
5111 Sycamore View Rd.
Mason, Ohio 45040

The City and The Operator shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

13. Governing Law. This Agreement shall be governed by the laws of the state of Ohio.

14. Severability. To the extent that any provision of this Real Estate Lease Agreement is held to be invalid, that provision shall be deemed deleted from this Real Estate Lease Agreement, and the remaining provisions shall remain in full force and effect.

15. Electronic Signatures. This Real Estate Lease Agreement shall be executed in identical counterparts, each of which, when so executed and delivered, shall be deemed an original, and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives in the premises, have hereunto set their hands to duplicate originals as of the date first above written.

APPROVED AS TO FORM AND
CORRECTNESS:

BY: J. Allen
Jill N. Allen, Law Director

THE CITY OF SPRINGFIELD, OHIO

BY: Bryan Heck
Bryan Heck, City Manager

EMAAC Properties LLC

BY: [Signature]

EXHIBIT A

PROPOSED REID PARK OPERATIONAL LEASE AREA

Situate in the State of Ohio, County of Clark and in the City of Springfield, and lying in Section 15, Town 5, Range 9, M.R.S., the northeast quarter of Section 21, Town 5, Range 9, the southeast quarter of Section 22, Town 5, Range 9, and the southwest quarter of Section 16, Town 5, Range 9, M.R.S. and being more particularly described as follows:

Beginning at a point at the intersection of the 1/2 Section Line of said Section 21 and the easterly right-of-way line of the Indiana and Ohio Railway (IORY);

thence leaving said intersection and following with and along the said easterly right-of-way of the IORY, bearing N 02°07'43.4" W, a distance of approximately 525.24 feet, to an angle point;

thence continuing with and along said easterly right-of-way line of the IORY, bearing N 9°34'4.9" E, approximately 130.31 feet to an angle point;

thence continuing with and along said easterly right-of-way line of the IORY, bearing N 9°35'58.1" E, approximately 1312.05 feet to the *True Place of Beginning*;

thence continuing with and along the easterly right-of-way line of the IORY, bearing N 9°32'48.5" E, approximately 1334.04 feet to a point of intersection of the easterly right-of-way line of the IORY and the southerly right-of-way line of the Norfolk and Southern Railway, said point also being the northwest corner of the lands known as 'New Reid Park';

thence following with and along said southerly right-of-way line of the Norfolk and Southern Railway, the following eight calls:

S 83°56'01.6" E, approximately 1014.74 feet to an angle point;

S 84°08'18.8" E, approximately 1505.31 feet to an angle point;

S 83°13'21.7" E, approximately 138.36 feet to an angle point;

S 82°28'29.2" E, approximately 216.89 feet to an angle point;

S 81°37'30.3" E, approximately 186.72 feet to an angle point;

S 80°43'19.5" E, approximately 242.05 feet to an angle point;

S 79°39'14.9" E, approximately 265.10 feet to an angle point;

S 78°50'37.6" E, approximately 188.34 feet to a point, said point also being the intersection of the southerly right-of-way line of the Norfolk and Southern Railway and the westerly line of a tract of land conveyed to Bruce E McConkey;

thence following with and along the westerly line of said McConkey tract, bearing S 6°49'43.3" W, approximately 519.34 feet to a point, said point also being the northeasterly corner of a tract of land conveyed to Marshall W and Dolly J Lall;

thence following with and along the northerly line of said Lall tract, bearing N 84°08'47.8" W, approximately 135.61 feet to a point at the northwest corner of said Lall tract;

thence continuing with and along the westerly line of said Lall tract, bearing S 8°06'37.9" W, approximately 654.41 feet to a point, said point also being the southwest corner of a tract of land conveyed to Dewayne A Parsons;

thence continuing with and along the southerly line of said Parsons tract, bearing S 83°39'47.6" E, approximately 669.46 feet to an angle point, said point also being the northwest corner of a tract of land conveyed to Michael L Herzog and Paula B Gravenkemper;

thence following with and along the westerly line of the said Herzog/Gravenkemper tract, bearing S 5°50'54.8" W, approximately 155.55 feet to a point, said point also being the southwesterly corner of said Herzog/Gravenkemper tract;

thence continuing with and along the southerly line of said Herzog/Gravenkemper tract, bearing S 83°24'40.5" E, approximately 1284.10 feet to a point on the westerly right-of-way line of S Bird Rd;

thence following with and along the said westerly right-of-way line of S Bird Rd, bearing S 16°32'37.5" W, approximately 144.86 feet to a point;

thence leaving said westerly right-of-way line of S Bird Rd, bearing N 73°18'27.2" W, approximately 142.11 feet to an angle point;

thence S 14°15'52.3" W, approximately 404.58 feet to a point on the northerly line of the Country Grove Subdivision;

thence following with and along the northerly line of the said Country Grove Subdivision, bearing N 87°35'25.7" W, approximately 1730.94 feet to a point, said point also being the northwesterly corner of said Country Grove Subdivision;

thence bearing S 8°06'39.4" W, a distance of approximately 3803.99 feet to a point, said point also being the northeasterly corner of a tract of land conveyed to Roger D and Debra L Lute;

thence following with and along the northerly line of said Lute tract, bearing N 84°36'44.4" W, approximately 100.86 feet to a point, said point being the northwesterly corner of said Lute tract;

thence following with and along the westerly line of said Lute tract, bearing S 6°08'50.6" W, approximately 92.77 feet to a point, said point being the northeasterly corner of a tract of land conveyed to James Hearlthy;

thence following with and along the northerly line of said Hearlthy tract, bearing N 84°36'46.9" W, approximately 144.83 feet to a point, said point also being the northwesterly corner of said Hearlthy tract;

thence following with and along the westerly line of said Hearlthy tract, bearing S 8°08'32.7" W, approximately 162.56 feet to a point on the northerly right-of-way line of E Leffel Lane;

thence following with and along the northerly right-of-way line of said E Leffel Lane, bearing N 84°02'27.2" W, approximately 884.39 feet to a point at the easterly side of an access drive to New Reid Park;

thence following the easterly side of said access drive to New Reid Park, the following 25 calls:

N 20°39'05.8" W, approximately 34.34 feet to an angle point;
N 6°12'53.3" E, approximately 694.74 feet to an angle point;
N 22°38'02.7" W, approximately 39.98 feet to an angle point;
N 79°42'38.4" W, approximately 204.83 feet to an angle point;
N 38°58'57.9" W, approximately 67.11 feet to an angle point;
N 6°04'07.2" E, approximately 1828.88 feet to an angle point;
N 4°41'21" W, approximately 56.46 feet to an angle point;
N 61°58'33.4" W, approximately 272.79 feet to an angle point;
N 51°36'05.4" W, approximately 232.51 feet to an angle point;
N 40°31'23.1" W, approximately 255.97 feet to an angle point;
N 45°01'13.2" W, approximately 32.62 feet to an angle point;
N 54°10'56.4" W, approximately 27.32 feet to an angle point;
N 66°47'15.4" W, approximately 33.74 feet to an angle point;
N 74°13'47.6" W, approximately 44.12 feet to an angle point;
N 80°24'59.1" W, approximately 180.99 feet to an angle point;
N 39°12'29.7" W, approximately 137.43 feet to an angle point;
N 18°31'52.2" W, approximately 63.12 feet to an angle point;
N 5°35'20.7" E, approximately 102.03 feet to an angle point;
S 84°11'59.4" E, approximately 620.86 feet to an angle point;
N 0°27'31.3" E, approximately 1229.93 feet to an angle point;
N 79°07'24.5" W, approximately 513.15 feet to an angle point;
S 65°23'07.7" W, approximately 539.57 feet to an angle point;
S 12°27'11.3" W, approximately 268.78 feet to an angle point;
N 80°59'08.5" W, approximately 282.97 feet to an angle point;
N 29°36'48.6" W, approximately 570.18 feet to the *True Place of Beginning*, containing 309.84 Acres, more or less.