REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____________, 2026 (the "Effective Date") by and among **BELLBROOK-SUGARCREEK BOARD OF EDUCATION**, an Ohio public school district ("Seller"), **CITY OF BELLBROOK OHIO**, an Ohio municipal corporation, or its assignee (the "Buyer").

IN CONSIDERATION of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties do hereby agree as follows:

Section 1 - Exhibits To Agreement

The following exhibits (the "Exhibits") are attached to and form a part of this Agreement.

EXHIBIT A:	Legal Description
EXHIBIT B:	Form of Deed
EXHIBIT C:	Seller's Deliveries

Section 2 - The Property

(a) Upon and subject to the terms and conditions herein set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the following described property:

(i) Approximately 5.1550 acres of real property located in Greene County, Ohio and identified as Greene County Auditor Parcel No. L35-0002-0005-0-0071-00, as more particularly described on Exhibit A attached hereto (the "Land");

(ii) All buildings, structures, and other improvements located on the Land (the "Improvements"); and

(iii) All right, title and interest of Seller, if any, in and to appurtenant easements, rights-of-way and other rights benefiting the Land.

(b) The Land and Improvements are collectively referred to herein as the "Property."

Section 3 - Purchase Price.

(a) The purchase price for the Property (the "Purchase Price") shall be One Dollar ($1.00), subject to prorations and adjustments expressly provided herein. No earnest money deposit shall be required under this Agreement.

Section 4 - Review Period and Condition of Property; Grant Funding Condition.

(a) Not later than five (5) Business Days following the Effective Date (the "Delivery Deadline"), Seller shall deliver to Buyer copies of the materials set forth on **Exhibit C** ("Seller's Deliveries"). Buyer shall have until 11:59 p.m. (Eastern Time) on the ninetieth (90th) day following the Effective Date (the "Due Diligence Period") to review Seller's Deliveries and to conduct such investigations, tests and studies as Buyer may desire to determine the feasibility, suitability and desirability of acquiring the Property, including without limitation environmental assessments, asbestos investigations, engineering studies, title examinations, surveys, grant-related investigations and such other investigations as Buyer deems appropriate (collectively, the "Investigations"). If Seller fails to deliver all Seller's Deliveries on or prior to the Delivery Deadline, the Due Diligence Period shall automatically be extended on a day-for-day basis until all Seller's Deliveries have been provided. During the Due Diligence Period, Buyer and its agents, employees, consultants and contractors (collectively, the "Buyer Investigators") shall have the right to enter upon the Property upon reasonable advance notice to Seller and during reasonable hours for purposes of conducting the Investigations. Buyer shall restore any material damage to the Property caused by such entry and shall indemnify and hold Seller harmless from and against claims, losses, costs, damages, liabilities and expenses arising from the negligent acts or omissions of Buyer or the Buyer Investigators in connection with such entry onto the Property, excluding any claims arising from the discovery of pre-existing environmental or physical conditions of the Property. Notwithstanding anything contained herein to the contrary, Buyer shall have the right, in its sole and absolute discretion, to terminate this Agreement at any time prior to the expiration of the Due Diligence Period for any reason or no reason whatsoever upon written notice to Seller. Upon such termination, neither party shall have any further liability or obligation under this Agreement, except for those obligations that expressly survive termination, including Buyer's indemnification and restoration obligations set forth herein.

(b) Buyer's obligation to purchase the Property is expressly contingent upon Buyer obtaining grant funding sufficient, in Buyer's sole discretion, to fund the demolition of the existing improvements located upon the Property and to otherwise support Buyer's intended redevelopment of the Property (the "Grant Funding Condition"). Buyer shall have the right, but not the obligation, to apply for, pursue and obtain grant funding for the Property and the contemplated redevelopment thereof. Seller agrees to reasonably cooperate with Buyer's grant application efforts, including executing reasonable applications, certifications and supporting documents requested by Buyer or the applicable granting authority, provided Seller shall not incur any cost or liability in connection therewith. If: (i) grant funding is denied; (ii) grant funding is awarded in an amount that Buyer determines, in its sole discretion, is insufficient; (iii) grant funding is awarded subject to conditions unacceptable to Buyer in its sole discretion; or (iv) Buyer otherwise determines that the available grant funding is inadequate to support Buyer's intended redevelopment of the Property, Buyer may, at any point prior to closing, terminate this Agreement by written notice to Seller, whereupon neither party shall have any further liability or obligation hereunder except those obligations that expressly survive termination.

<u>Section 5 - Seller's Representations, Warranties and Covenants</u>

(a) For purposes of this Section 5, the phrase “to Seller’s Knowledge” shall mean to the best of Doug Cozad’s knowledge and belief.

(b) Seller represents, warrants and/or covenants as follows:

(i) Seller is a duly organized and validly existing Ohio public school district with authority to own and convey the Property.

(ii) Seller has full power, authority and legal right to enter into this Agreement and to consummate the transaction contemplated hereby, and the individual executing this Agreement on behalf of Seller has been duly authorized to bind Seller. Seller shall obtain all approvals required under Ohio law for the sale and conveyance of the Property.

(iii) Neither the execution, delivery nor performance of this Agreement will result in a violation of any material contractual obligation of Seller or, to Seller's Knowledge, any applicable law, judgment, order or decree applicable to Seller or the Property.

(iv) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

(v) Seller owns fee simple title to the Property.

(vi) To Seller's Knowledge, Seller has not entered into any agreement for the sale, option, transfer or conveyance of the Property that remains in effect as of the Effective Date.

(vii) There are no leases, licenses, concessions or rights of occupancy affecting the Property that will survive Closing, except as disclosed in Seller's Deliveries.

(viii) Except as disclosed in Seller's Deliveries, to Seller's Knowledge, there does not exist any contamination of the Property or groundwater by any Hazardous Substance. To Seller's Knowledge, the Property has not been used as a landfill or hazardous waste disposal site. As used herein, "Hazardous Substance" shall have the meaning set forth under applicable environmental laws and shall include petroleum products and asbestos-containing materials.

(ix) To Seller's Knowledge, there are no lawsuits, condemnation proceedings, governmental investigations, zoning proceedings, environmental proceedings or other legal or administrative actions pending or threatened against Seller or the Property that would materially impair Seller's ability to convey the Property or materially affect the use or value of the Property, except as disclosed in Seller's Deliveries.

(x) Seller has received no written notice from any governmental authority alleging a violation of law affecting the Property that remains uncured as of the Effective Date, except as disclosed in Seller's Deliveries.

(xi) Seller has received no written notice from any insurance carrier or governmental authority requiring material repairs, remediation, corrective action or other work to be performed with respect to the Property that remains outstanding as of the Effective Date, except as disclosed in Seller's Deliveries.

(xii) To Seller's Knowledge, there are no mechanics' liens, materialmen's liens or similar claims currently filed against the Property, and Seller shall satisfy, release or bond off any such lien created by or through Seller prior to Closing.

(xiii) During the period from the Effective Date until Closing, Seller shall not:

(A) enter into any lease, license, option agreement, purchase agreement or other agreement affecting title to or possession of the Property without Buyer's prior written consent;

(B) grant any easement, right-of-way, restriction or other encumbrance affecting the Property;

(C) do anything that would materially impair Seller's title to the Property; or

(D) take any action that would materially interfere with Buyer's rights under this Agreement.

(xiv) During the period from the Effective Date until Closing, Seller shall promptly provide Buyer with copies of any written notices received after the Effective Date regarding environmental conditions, zoning matters, code violations, condemnation proceedings, governmental investigations or other material matters affecting the Property.

(xv) During the period from the Effective Date until Closing, Seller shall not take or permit any action that would cause any representation or warranty contained in this Section 5 to be materially untrue or inaccurate as of Closing.

(c) Seller agrees that the foregoing representations and warranties are true as of the Effective Date and shall be true in all material respects as of the Closing Date. As a condition precedent to Buyer's obligation to close, the representations and warranties set forth herein shall remain true and correct in all material respects as of the Closing Date. All representations and warranties contained in this Agreement shall survive the Closing and the recording of the Deed for a period of one (1) year and shall not be deemed merged into the Deed.

Section 6 - Buyer's Representations and Warranties

(a) As a material inducement to Seller to enter into this Agreement and consummate the transaction contemplated hereby, Buyer represents and warrants as follows:

(i) Buyer is a duly organized and validly existing Ohio municipal corporation with the authority to acquire, own and operate the Property;

(ii) Buyer has full power, authority and legal right to enter into this Agreement and to consummate the transaction contemplated hereby, and the individual executing this Agreement on behalf of Buyer has been duly authorized to bind Buyer. Buyer shall obtain all approvals required under Ohio law to acquire the Property and consummate the transaction contemplated by this Agreement;

(iii) Neither the execution, delivery nor performance of this Agreement will result in a violation of any material contractual obligation of Buyer or, to Buyer's knowledge, any applicable law, judgment, order or decree applicable to Buyer; and

(iv) Buyer has sufficient authority to apply for and pursue the grant funding contemplated by this Agreement and to undertake the due diligence and investigative activities described herein.

(b) Buyer agrees that the foregoing representations and warranties are true as of the Effective Date and shall be true in all material respects as of the Closing Date. As a condition precedent to Seller's obligation to close, the representations and warranties set forth herein shall remain true and correct in all material respects as of the Closing Date. All representations and warranties contained in this Agreement shall survive the Closing and the recording of the Deed for a period of one (1) year and shall not be deemed merged into the Deed.

Section 7 - Seller's and Buyer's Covenants Prior to Closing

(a) From and after the Effective Date and until Closing, Seller shall:

(i) manage and maintain the Property in substantially the same condition as exists on the Effective Date, ordinary wear and tear and casualty excepted;

(ii) maintain insurance coverage for the Property substantially consistent with Seller's current practices;

(iii) promptly deliver to Buyer copies of any written notices received by Seller after the Effective Date relating to the Property, including, without limitation, notices of code violations, environmental matters, zoning matters, condemnation proceedings, governmental investigations or other material matters affecting the Property;

(iv) cooperate with Buyer, at Buyer's sole cost and expense, in connection with Buyer's Investigations, environmental assessments, asbestos studies, grant applications and other due diligence activities contemplated by this Agreement;

(vi) use commercially reasonable efforts to assist Buyer in obtaining the grant funding contemplated by this Agreement, provided Seller shall not be required to incur any out-of-pocket expense or liability in connection therewith.

(b) From and after the Effective Date and until Closing, Buyer shall:

(i) conduct its Investigations in a manner that does not unreasonably interfere with Seller's use and operation of the Property;

(ii) restore any material damage to the Property caused by Buyer's entry onto the Property;

(iii) promptly provide Seller with reasonable evidence of insurance coverage maintained by Buyer or its contractors for entry onto the Property upon Seller's request; and

(iv) diligently pursue the grant funding and approvals contemplated by this Agreement.

(c) The parties shall cooperate in good faith and execute such additional documents and take such additional actions as may be reasonably necessary to carry out the intent and purpose of this Agreement and consummate the transaction contemplated hereby.

Section 8 - Instruments of Conveyance

(a) At Closing, Seller shall convey good and marketable fee simple title to the Property to Buyer by Limited Warranty Deed in substantially the form attached hereto as **Exhibit B** (the "Deed"), free and clear of all liens, encumbrances and defects in title other than the following permitted exceptions (collectively, the "Permitted Exceptions"):

(i) real estate taxes and assessments, both general and special, not yet due and payable;

(ii) zoning, building and similar laws, ordinances and regulations affecting the Property;

(iii) easements, rights-of-way, restrictions, covenants and other matters of record that do not materially interfere with Buyer's intended use of the Property; and

(iv) such other title matters as are approved or deemed approved by Buyer pursuant to this Agreement.

(b) On the Closing Date, Seller shall also deliver or cause to be delivered to Buyer an assignment of warranties, permits, and licenses, duly executed by Seller and in form reasonably satisfactory to Buyer, assigning to Buyer all of Seller’s right, title, and interest in the Assigned Warranties and Guaranties, the Plans and Surveys, and the Assigned Permits and Licenses, and along with conveying the Personal Property to Buyer, duly executed by Seller and in form reasonably satisfactory to Buyer (the “Bill of Sale and General Assignment”).

Section 9 - Title Evidence

It shall be a condition to Closing that Buyer shall be able to obtain an ALTA Owner's Policy of Title Insurance (the "Title Policy") in the amount of the Purchase Price, showing fee simple title in the Premises to be in Buyer, subject only to the Permitted Exceptions and the so-called "printed" or "standard" exceptions. The Title Policy shall be issued by Chicago Title Insurance Company, 1 S. Main St. #250, Dayton, Ohio 45402, Attn: Traci Walker, Email: traci.walker@ctt.com (the "Title Company").

Section 10 - Title Objections

(a) Upon mutual execution of this Agreement, the Title Company shall prepare and deliver a commitment for the Title Policy (the "Title Commitment") to Buyer and Seller. Within ten (10) days of Buyer’s receipt of both the Title Commitment and Buyer’s Survey (as defined in Section 11), or at any time during the Review Period, Buyer shall serve upon Seller a notice specifying those exceptions to title or those items on Buyer’s Survey, if any, to which Buyer objects (the "Title Objections"). If no objections are given by the expiration of the Review Period, then Buyer shall be deemed to have accepted title subject to all matters shown in the Title Commitment and the Survey, and such matters shall thereafter be deemed Permitted Exceptions, except that Seller shall be obligated to cause the release, at or prior to Closing, of any mortgages, deeds of trust, security interests, financing statements, judgment liens, mechanics’ liens of ascertainable amount, and other monetary encumbrances created or suffered by Seller (but not those created by or through Buyer).

(b) Seller shall have ten (10) days after receipt of Buyer’s Title Objections (the “Cure Period”) to elect, in Seller’s sole discretion, to cure or remove such Title Objections. If Seller elects to cure, Seller’s obligation to cure such Title Objections shall be a condition to Closing. If Seller elects to cure and such Title Objections cannot reasonably be cured within the Cure Period, then Seller shall have such additional time as may be reasonably necessary to effect such cure, provided that Seller is diligently pursuing such cure and Closing shall not be extended without Buyer’s prior written consent. If Seller elects to cure and cures such Title Objections within the Cure Period or any permitted extension thereof, Buyer shall proceed to Closing. If Seller either (i) elects not to cure such Title Objections, or (ii) fails to cure such Title Objections within the Cure Period or any permitted extension thereof, then Buyer’s sole remedies shall be to (a) waive such Title Objections and accept title to the Property subject thereto (which shall be deemed Permitted Exceptions), or (b) terminate this Agreement by written notice to Seller within five (5) business days after the earlier of Seller’s notice of its election not to cure or the expiration of the Cure Period or any permitted extension thereof, in which case the Earnest Money shall be returned to Buyer and neither party shall have further obligations hereunder except those that expressly survive termination.

Section 11 - Survey

Seller shall provide Buyer with a copy of Seller’s existing survey ("Existing Survey") as part of Seller's Deliveries, and Buyer may, in Buyer’s sole discretion, engage the surveyor who prepared the Existing Survey (or any other surveyor of its choice) to update such Existing Survey at Buyer's expense (the “Buyer’s Survey”), whereupon the legal description in Buyer’s Survey shall control over the description in **Exhibit A** attached hereto to the extent it may be inconsistent. If Buyer's Survey discloses any matters which are objectionable to Buyer in Buyer's sole discretion, Buyer may include such Survey Objections in the notice of Title Objections (or may supplement its notice of Title Objections at any time during the Review Period) delivered pursuant to Section 10 above, and in such case such Survey Objections shall be addressed in the same manner as Title Objections as set forth in said Section 10(b).

Section 12 - Escrow Agent

The Title Company shall act as escrow agent. A copy of this Agreement shall be delivered to the Title Company and shall constitute instructions to the Title Company, subject to the terms and conditions of its regular and usual printed form of acceptance insofar as such terms and conditions are applicable and consistent with this Agreement.

Section 13 - Possession

Possession and control of the Property, subject to the Permitted Exceptions, shall be delivered to Buyer at Closing.

Section 14 - Adjustments

(a) Real estate taxes and assessments shall be prorated as of the Closing Date based upon the most recent available tax duplicate and in accordance with customary Ohio closing practices. Any taxes and assessments due and payable prior to the Closing Date shall be paid by Seller. Real estate taxes and assessments that are not yet due and payable shall be prorated as of the Closing Date.

(b) Utility charges shall be prorated as of the Closing Date to the extent not separately billed directly to the responsible party. The parties shall cooperate in arranging final meter readings and utility billings where applicable.

(c) The Title Company shall prepare a settlement statement reflecting all prorations, adjustments and closing costs contemplated by this Agreement. All prorations shall be final as of Closing.

(d) After giving effect to all prorations and adjustments, any net amount owing by one party to the other shall be reflected as a credit or charge on the settlement statement and paid through Closing.

Section 15 - Deposit of Funds and Documents

(a) The Closing shall be conducted through escrow with the Title Company and shall occur on a date designated by Buyer that is not later than sixty (60) days following Buyer's satisfaction or waiver of the Due Diligence Period and the Grant Contingency, unless otherwise agreed by the parties in writing (the "Closing Date"). All documents and funds required to consummate the transaction shall be deposited with the Title Company on or before the Closing Date. As used herein, "Closing" means the consummation of the transaction contemplated by this Agreement through delivery and recording of the Deed and payment of the Purchase Price.

(b) On or before the Closing Date, Seller shall deposit or cause to be deposited with the Title Company the following: (i) the Deed; (ii) a Seller's Closing Certificate; (iii) certified copies of all resolutions, approvals and authorizations required under Ohio law authorizing the execution of this Agreement and the conveyance of the Property; (iv) a Non-Foreign Affidavit or other FIRPTA certification required by the Title Company; (v) a counterpart of the settlement statement, if required by the Title Company; (vi) a title affidavit reasonably required by the Title Company to issue the Title Policy; and (vii) such other customary documents reasonably required by the Title Company to consummate the transaction contemplated by this Agreement.

(c) On or before the Closing Date, Buyer shall deposit or cause to be deposited with the Title Company: (i) the Purchase Price, subject to prorations and adjustments provided herein; (ii) funds required to pay Buyer's share of closing costs; (iii) a Buyer's Closing Certificate; and (iv) such other customary documents reasonably required by the Title Company to consummate the transaction contemplated by this Agreement.

(d) On the Closing Date, Seller shall deliver possession of the Property to Buyer, subject only to the Permitted Exceptions. Seller shall also deliver to Buyer all keys, access devices, and copies of surveys, environmental reports, asbestos studies, plans, governmental approvals and other property-related documents in Seller's possession or control that have not previously been delivered to Buyer.

<u>Section 16 - Conditions to Closing</u>

(a) Buyer's obligation to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction (or Buyer's written waiver) of each of the following conditions precedent:

(i) The Due Diligence Period shall have expired without Buyer terminating this Agreement pursuant to Section 4.

(ii) The Grant Contingency described in Section 4(b) shall have been satisfied or waived by Buyer.

(iii) No material adverse change to the Property shall have occurred following the Effective Date.

(iv) This Agreement shall not have been terminated pursuant to any right of termination contained herein.

(v) The Title Company shall be prepared to issue the Title Policy in accordance with Section 9, subject only to the Permitted Exceptions.

(vi) Seller shall have performed and complied in all material respects with all covenants, obligations, representations and warranties required to be performed or complied with by Seller at or prior to Closing.

(vii) Seller shall have obtained all approvals required under Ohio law to authorize the conveyance of the Property and shall have delivered evidence thereof to Buyer.

(viii) No action, proceeding, condemnation, injunction or governmental order shall be pending or threatened that would materially impair Seller's ability to convey the Property or materially interfere with Buyer's intended acquisition of the Property.

(b) Seller's obligation to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction (or Seller's written waiver) of each of the following conditions precedent:

(i) All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

(ii) Buyer shall have performed and complied in all material respects with all covenants and obligations required to be performed by Buyer under this Agreement at or prior to Closing.

(iii) This Agreement shall not have been terminated pursuant to any right of termination contained herein.

(c) In the event a condition to Closing is not satisfied (and the failure of such condition does not constitute a breach of this Agreement by the other party), the party entitled to the benefit of such condition may, in its sole discretion, either: (i) waive such condition and proceed to Closing; or (ii) terminate this Agreement by written notice to the other party. Upon any such termination, neither party shall have any further liability or obligation under this Agreement except for those obligations that expressly survive termination.

(d) Notwithstanding anything contained herein to the contrary, Buyer's failure to obtain or satisfy the Grant Contingency or Buyer's exercise of any termination right under Section 4 shall not constitute a default by Buyer under this Agreement.

Section 17 - Real Estate Broker

Seller and Buyer each represent and warrant to the other that it has not dealt with any real estate broker, finder or other intermediary in connection with the transaction contemplated by this Agreement.

Section 18 - Risk of Loss

(a) Risk of loss until Closing shall be borne exclusively by Seller. In the event of damage or destruction to all or part of the Premises, the replacement or restoration cost of which exceeds Twenty-Five Thousand Dollars ($25,000.00) as certified by a public insurance adjuster licensed by the State of Ohio ("Material Damage"), Buyer shall have the option of (i) terminating this Agreement or (ii) accepting the Property, together with an assignment by Seller of all of Seller's rights under policies of insurance upon Property covering such damage or destruction and Seller shall provide Buyer a credit at Closing in the amount of Seller’s deductible. In the event that Buyer elects to terminate this Agreement pursuant to this Section 18(a), Title Company shall return all funds (including the Earnest Money) and documents to the party who deposited the same, and Seller and Buyer shall each be relieved of all further liability under this Agreement except that the parties shall remain liable for any obligations specifically surviving the termination of this Agreement, and except that the parties shall equally share all escrow costs incurred to date. In the event that the damage or destruction to the Property is less than Material Damage, Buyer may not terminate this Agreement; provided, however, Seller shall assign to Buyer all of Seller's rights under policies of insurance upon the Property covering such damage or destruction and Seller shall provide Buyer a credit at Closing in the amount of Seller’s deductible.

(b) In the event of a taking (i) of all of the Property or such portion as shall diminish the value of the Property by Twenty-Five Thousand Dollars ($25,000.00) as certified by a public insurance adjuster licensed by the State of Kentucky or (ii) a taking that alters the access to the Property or the flow of vehicular or pedestrian traffic or (iii) a taking that reduces parking to a level below that which is required by law (in each case, a "Material Taking") by reason of eminent domain, or deed in lieu thereof, Buyer shall have the option of (i) terminating this Agreement, or (ii) accepting the Property, together with an assignment by Seller of all of Seller's rights to the proceeds of such taking or deed in lieu thereof. In the event that Buyer elects to terminate this Agreement pursuant to this Section 18(b), the Title Company shall return all funds and documents to the party who deposited the same, and Seller and Buyer shall each be relieved of all further liability under this Agreement except that the parties shall remain liable for any obligations specifically surviving the termination of this Agreement, and except that the parties shall equally share all escrow costs incurred to date. In the event that the taking is less than a Material Taking, Buyer may not terminate this Agreement; provided, however, Seller shall assign to Buyer all of Seller's rights to the proceeds of such taking.

<u>Section 19 - Events of Default</u>

(a) If Seller fails to perform any material obligation under this Agreement or otherwise breaches any material representation, warranty or covenant contained herein, and such failure or breach continues for fifteen (15) days after written notice from Buyer (or such longer period as may be reasonably necessary to cure the same if Seller commences such cure within such fifteen (15)-day period and thereafter diligently pursues such cure to completion), Buyer may, as its sole remedies: (i) terminate this Agreement, in which event Seller shall reimburse Buyer for all reasonable third-party, out-of-pocket costs incurred by Buyer in connection with its due diligence investigations, environmental assessments, asbestos studies, title work, surveys, grant application efforts and other activities relating to the Property, and thereafter neither party shall have any further liability hereunder except for obligations expressly intended to survive termination; or (ii) seek specific performance of Seller's obligation to convey the Property in accordance with the terms of this Agreement.

(b) If Buyer fails to perform any material obligation under this Agreement or otherwise breaches any material representation, warranty or covenant contained herein, and such failure or breach continues for fifteen (15) days after written notice from Seller (or such longer period as may be reasonably necessary to cure the same if Buyer commences such cure within such fifteen (15)-day period and thereafter diligently pursues such cure to completion), Seller may terminate this Agreement by written notice to Buyer. Upon any such termination, neither party shall have any further liability hereunder except for obligations expressly intended to survive termination.

(c) The remedies expressly set forth in this Section 20 shall constitute the sole and exclusive remedies of the parties for a default under this Agreement, except for claims arising from fraud, intentional misrepresentation, or obligations that expressly survive Closing or termination of this Agreement.

<u>Section 21 – Intentionally Omitted</u>.

<u>Section 22 –- Miscellaneous</u>

(a) Where necessary or appropriate to the meaning hereof, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

(b) This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein and supersedes all prior negotiations, discussions and understandings. This Agreement may be amended only by a written instrument executed by both parties.

(c) All notices, demands, requests and other communications required or permitted under this Agreement shall be in writing and shall be deemed given: (i) upon personal delivery; (ii) on the next Business Day after deposit with a nationally recognized overnight courier; (iii) three (3) Business Days after deposit in the United States Mail, certified mail, return receipt requested, postage prepaid; or (iv) upon transmission by electronic mail, provided no notice of delivery failure is received by the sender.

If to Seller: Bellbrook-Sugarcreek Board of Education
3757 Upper Bellbrook Rd.
Bellbrook, OH 45305

E-mail: doug.cozad@bss.k12.oh.us
Attention: Doug Cozad, Superintendent

with a copy to: ____________________________
____
____
E-mail:_____________________
Attention:___________________

If to Buyer: City of Bellbrook, Ohio
15 E. Franklin Street
Bellbrook, OH 45305
E-mail: rob@bellbrook.gov
Attention: Rob Schommer, City Manager

with a copy to: Coolidge Wall Co., L.P.A.
33 West First Street, Suite 600
Dayton, Ohio 45402
E-mail: mchugh@coollaw.com
Attention: Stephen M. McHugh, Law Director

(d) Either party may change its notice address, email address or designated recipient by notice given in accordance with this Section. Any notice refused by the intended recipient shall be deemed delivered on the date delivery was refused.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(f) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Buyer may assign this Agreement to any governmental entity, community improvement corporation, port authority, land reutilization corporation, or other public or quasi-public entity affiliated with or designated by Buyer to acquire, hold, develop or redevelop the Property. No assignment shall relieve the assigning party of its obligations under this Agreement unless otherwise agreed in writing by the non-assigning party.

(g) This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties. The parties acknowledge that each has participated in the review and negotiation of this Agreement.

(h) The captions and headings contained in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement.

(i) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. Signatures transmitted electronically in PDF format or by electronic signature shall be deemed original signatures and shall be fully enforceable.

(j) "Business Day" shall mean any day excluding Saturday, Sunday and any day which in the State of Ohio or for the Federal government is a legal holiday or a day on which banking institutions are authorized by law or by other governmental actions to close in such state.

(k) The parties acknowledge that Buyer and Seller are public entities subject to Ohio public records laws. Accordingly, nothing contained in this Agreement shall require either party to withhold disclosure of information where disclosure is required by applicable law. Subject to the foregoing, the parties shall consult with one another before issuing any press release or public statement specifically relating to this Agreement or the transaction contemplated hereby.

(l) The parties shall reasonably cooperate with one another and shall execute and deliver such additional documents and instruments as may be reasonably necessary to carry out the intent and purpose of this Agreement; provided that neither party shall be required to incur any material expense or liability not otherwise required by this Agreement.

(m) In any action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in connection with such action and the enforcement of any judgment entered therein.

(n) Time is of the essence with respect to all obligations and time periods set forth in this Agreement.

(o) If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected thereby.

[*Signatures on following page*]

IN WITNESS WHEREOF, the parties have hereunto set their hands hereto as of the Effective Date.

<u>SELLER</u>:

BELLBROOK-SUGARCREEK
BOARD OF EDUCATION
an Ohio Public School District

By: ____
Doug Cozad, Superintendent

<u>BUYER</u>:

CITY OF BELLBROOK, OHIO
an Ohio municipal corporation

By: ____
Rob Schommer, City Manager

EXHIBIT A

LEGAL DESCRIPTION

[To be Inserted]

EXHIBIT B

[To be Inserted]

EXHIBIT C

SELLER'S DELIVERIES

- All real estate property tax bills regarding the Property for the prior three (3) years;
- All lease agreements that affect the Property
- Any services agreement in place that affect the Property and have a term that will continue following Closing;
- All assignable licenses, permits, and government authorizations respecting the use and occupancy of the Property;
- All assignable licenses warranties, guarantees regarding the construction, repair, and maintenance of the Property;
- Any environmental reports, testing results, or related documents concerning the Property in Seller's possession or control;
- Any surveys, building plans, site plans or similar documents in Seller's possession or control;
- Any documentation related to capital expenses over $15,000 during the last three (3) years; and
- Copies of any title reports, commitments, or policies concerning the Property.

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