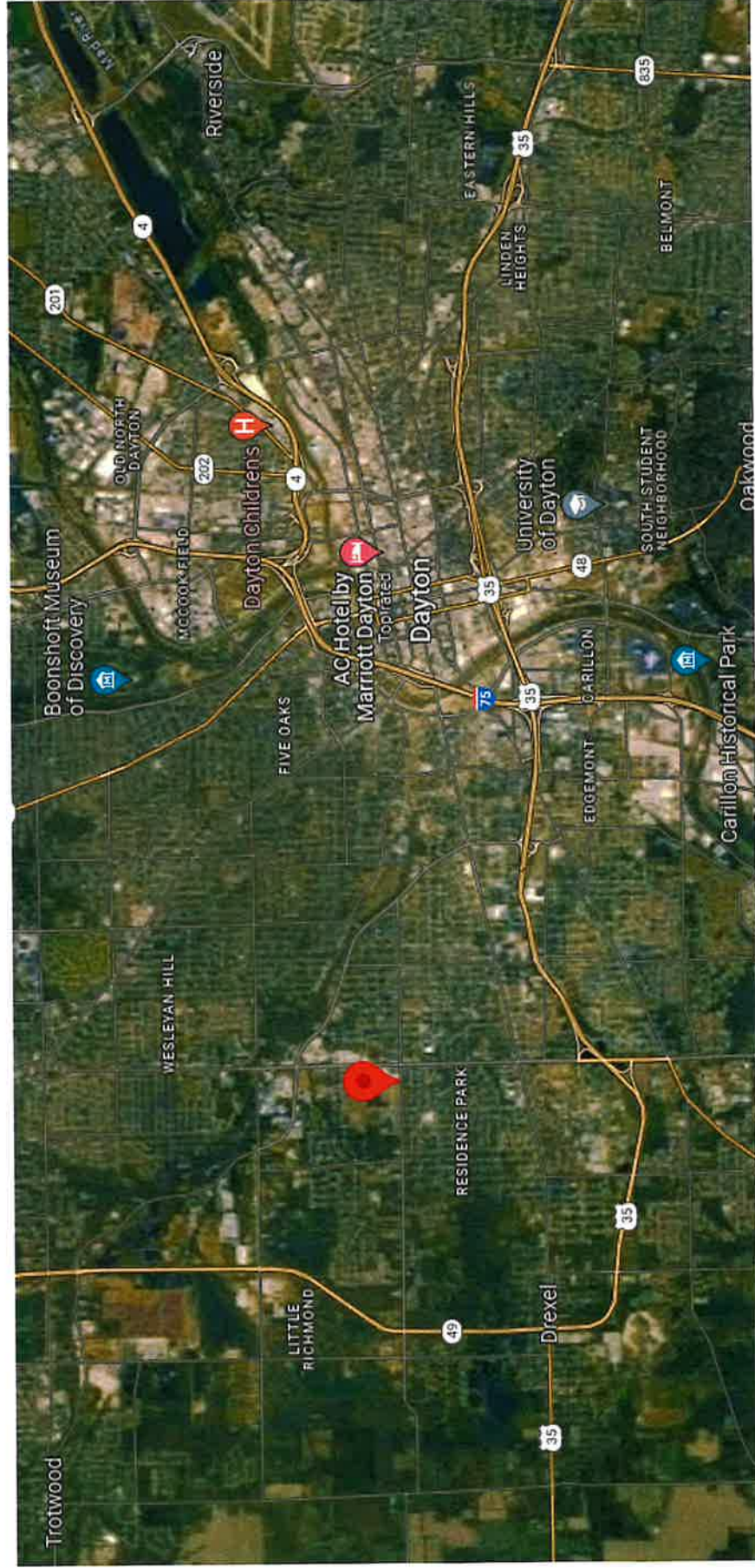


SugarCreek Childcare Center  
4257 Hoover Ave



# 4257 Hoover Ave



## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made as of September 11, 2023 (the "Effective Date") between **THE CARLTON H. WILLIAMS, SR., AND KATHY WILLIAMS REVOCABLE TRUST**, whose address is 1635 SHILOH SPRINGS RD DAYTON, OH 45246 ("Seller"), and **SUGAR CREEK PACKING CO.**, whose address is 4350 INDECO CT BLUE ASH, OH 45241 ("Buyer").

- 1. PROPERTY.** Buyer offers to purchase the real estate identified and described in **EXHIBIT A** together with all improvements thereon, and all appurtenant easements with respect thereto, located at **R72 17101 0005** known as: **4257 HOOVER AVENUE, DAYTON OH 45417** (including all equipment, furnishings, transportation vehicles, and all other property commonly associated with Young Dimensions Child Care Center collectively, the ("Property"). The Property and the improvements and permanent fixtures attached to the Property shall be delivered free of liens, leases and/or other claims. The Title Company (as defined in Section 7 below) shall provide a more specific legal description if necessary. Exhibit A shall be deemed automatically revised with the legal description set forth in the Title Commitment (as defined below).
- 2. PURCHASE PRICE.** The Purchase Price shall be **Four Hundred and Twenty-Five Thousand and 00/100 Dollars (\$425,000)**, all of which shall be paid in cash at closing to Seller.
- 3. TAXES AND ASSESSMENTS.** ("Seller's Taxes") refers to the real estate taxes assessed against or attributable to the Property for the calendar year 2022 (due in 2023), and all prior years. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at closing and paid directly to Montgomery County; provided, however, any portion of Seller's Taxes that is not payable at the time of closing shall be estimated using the most current assessment, rate and/or parcel split information then available and the amount thus estimated shall be paid via credit against the sums due from Buyer at closing, with no further settlement or adjustment after closing. Buyer shall then pay all real estate tax installments, to the extent attributable to the Property, which become due after closing. Buyer shall pay all other assessments, if any, that are last payable without penalty after the date of closing.
- 4. DEED AND TITLE INSURANCE.** Seller shall furnish at Seller's expense and shall execute and deliver at closing a general warranty deed conveying the Property to Buyer, subject to the Permitted Exceptions (as defined below). Buyer shall furnish at Buyer's expense an owner's title insurance policy (the "Title Commitment"), in the amount of the Purchase Price, insuring marketable title to the Property, subject, however, to all standard exceptions, conditions, and requirements and subject to the Permitted Exceptions. Buyer's satisfaction with the Title Commitment is a condition precedent to closing. The Title Commitment shall be issued by the Title Company. Buyer shall provide a copy of the Title Commitment to Seller upon written request.

Buyer shall have ten (10) days after its receipt of the latter of the Title Commitment to notify Seller in writing of Buyer's objections to any exceptions listed on the Title Commitment. Any exceptions or matters on the Title Commitment not objected to by Buyer within such period and matters later accepted by Buyer shall constitute Permitted Exceptions (as defined below). Any exceptions or matters on the Title Commitment not objected to by Buyer within such period and matters later accepted by Buyer shall constitute Permitted Exceptions (as defined below). As to any matters which Buyer so objects in a timely manner, Seller shall notify Buyer within ten (10) days of Seller's receipt of such objections as to which specific matters Seller is unable or unwilling to remedy by the Closing Date. Seller's failure to timely respond to Buyer's objections shall be deemed to mean that Seller is unable or unwilling to remedy any of the objections. As to those matters remedied, Seller shall deliver to Buyer a revised Title Commitment

reflecting that such remedy has been effected or Seller shall otherwise assure Buyer, to Buyer's satisfaction that such remedy will be made on or before the Closing Date.

If Seller is unable or unwilling to remedy all matters objected to by Buyer in accordance with the foregoing requirements, Buyer shall have the option of either (i) consummating the transaction contemplated in this Agreement and accepting such title as Seller is so able or willing to convey, and without any claim against Seller and without any adjustment in the Purchase Price, or (ii) terminating this Agreement by giving written notice to Seller on or before the Closing Date. If Buyer fails to give the termination notice under clause (ii) above, Buyer shall be deemed to have elected clause (i) above as to those specific matters that are set forth in such written notice from Seller.

**5. INTENDED USE AND INVESTIGATION CONTINGENCIES.** Buyer shall have the right to examine, inspect, and investigate the Property before the Closing Date, in Buyer's sole and absolute judgment and discretion, to determine whether the Property is suitable for Buyer's intended use (the "Investigations") for a period of sixty (60) days following the Effective Date. Buyer's right of determination based on the Investigations is a condition precedent to closing and shall include but shall not be limited to, zoning reports, Phase I and Phase II environmental assessments, and physical inspections of the Property.

Seller shall have all operable utilities on and shall make all areas of the Property available and accessible for the Investigations. In the event Buyer deems the Property unsuitable for Buyer's purposes, Buyer shall have the option of either (i) consummating the transaction contemplated in this Agreement without any claim against Seller and without any adjustment in the Purchase Price, or (ii) terminating this Agreement by giving written notice to Seller on or before the Closing Date. If Buyer fails to give the termination notice under clause (ii) above, Buyer shall be deemed to have elected clause (i) above

**6. PERMITTED EXCEPTIONS.** Buyer agrees to accept title and title insurance subject to: (a) existing roads, public utilities, and drains; (b) visible uses and easements (c) recorded easements, conditions, restrictions, reservations, and other matters (except liens) appearing of record; (d) current taxes and assessments; and (e) any matter disclosed in this Agreement (collectively, the "Permitted Exceptions").

**7. CLOSING.** Closing shall take place on or before November 5, 2023, or within fifteen (15) days upon completion of the Title Commitment, the Investigations, and Seller's closing documents (the "Closing Date"). The closing will occur remotely and Seller shall provide all necessary documents prior to the Closing Date so as to not delay the closing. Possession of the Property shall be delivered to Buyer on the Closing Date. The parties acknowledge and agree that **The Cornerstone Title Agency LLC** shall be the Title Company and shall serve as the closing agent. At or prior to closing, Seller shall pay off all mechanic's lien claims, and any other monetary liens against the Property.

**8. RISK OF LOSS.** The Property shall be conveyed at closing in substantially its present condition, normal wear and tear excepted. Seller assumes the risk of loss and damage until closing. Seller's insurance regarding property ownership may be cancelled following closing.

**9. REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants as of the Effective Date and the Closing Date that Seller has full right, title, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated in this Agreement, and the individuals of Seller who execute and deliver this Agreement and all documents delivered to Buyer under this Agreement are and shall be duly authorized to do so. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT, THE PROPERTY IS SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING,

WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. Seller does not warrant any acreages, zoning matters, location or availability of utilities, assurance of building or other permits, or that the property qualifies for any use or purpose.

10. **REMEDIES.** If Seller is unable to convey the Property in conformance with the title requirements or other requirements of this Agreement, either party may terminate this Agreement by written notice to the other, but only after giving the other prior written notice of such nonconformity and a reasonable opportunity to cure (if Buyer is giving notice) or to waive the nonconformity (if Seller is giving notice). Except as otherwise provided, if either party (the "Defaulting Party") fails to complete this transaction and is in default, the other party may elect either to: (a) terminate this Agreement by written notice to the Defaulting Party; or (b) seek specific performance and/or any other remedy available in equity or at law.

11. **ASSIGNMENT BY BUYER.** Buyer shall have the right to assign this Agreement to any third party or parties and no consent on the part of Seller shall be required for such assignment, provided however, that any such assignment shall not relieve Buyer of its liabilities and obligations under this Agreement. Seller shall not have the right to assign this Agreement without the prior written consent of Buyer.

12. **AGENCY.** This Agreement is solely between Buyer and Seller. The parties each acknowledge that they have no agent or broker in connection with this purchase and that no agency fee is due to any third party in connection with this Agreement.

13. **GENERAL PROVISIONS.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective, heirs, personal representatives and successors. This Agreement constitutes the entire Agreement between Buyer and Seller regarding the Property. Neither party is relying upon any other statement or promise nor shall neither be bound by any purported oral modification or waiver. This Agreement shall be governed by the laws of the State of Ohio. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with this Agreement.

IN WITNESS, the parties have caused this Agreement to be duly executed on the date first written above.

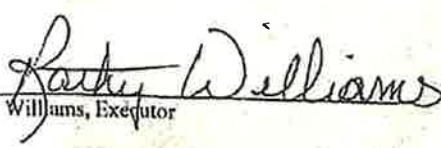
BUYER

SELLER

SUGAR CREEK PACKING CO.

CARLTON H SR., & KATHY WILLIAMS REVOCABLE TRUST

By:   
Thomas J. Bollinger, Chief Financial Officer

By:   
Kathy Williams, Executor

**EXHIBIT A**

SITUATED IN THE CITY OF DAYTON, COUNTY OF MONTGOMERY, STATE OF OHIO AND BEING LOT  
NUMBERED 77,538 OF THE CONSECUTIVE NUMBERS OF LOTS ON THE REVISED PLAT OF THE SAID CITY  
OF DAYTON, OHIO.



4239 Hoover Ave  
Dayton, OH 45417

937-268-6821  
delphos@delphosmachine.com

November 1, 2023

TO: The Dayton Region's Priority Development & Advocacy Committee

RE: Letter of Support for Sugar Creek Packing Co. Childcare Project

To Whom It May Concern:

On behalf of Delphos Machine & Tool I submit this letter of support for the Sugar Creek Packing Co. project to construct and establish a quality, affordable Childcare Facility near its Dayton Facility. This project creates early childhood education/childcare and school readiness services in an area lacking in those services and will put them right where the jobs are. There is significant need for quality, affordable childcare in this area. The facility will be operated by a licensed childcare provider benefiting SugarCreek employees and others community members who need childcare to join the workforce.

Please consider funding this project as you decide how to best use the available funds to support Human Services projects in Dayton.

Sincerely,

Steven P. Teague

President - Delphos Machine & Tool, Inc.

November 1, 2023

TO: The Dayton Region's Priority Development & Advocacy Committee

RE: Letter of Support for Sugar Creek Packing Co. Childcare Project

To Whom It May Concern:

On behalf of Estridge Market I submit this letter of support for the Sugar Creek Packing Co. project to construct and establish a quality, affordable Childcare Facility near its Dayton Facility. This project creates early childhood education/childcare and school readiness services in an area lacking in those services and will put them right where the jobs are. There is significant need for quality, affordable childcare in this area. The facility will be operated by a licensed childcare provider benefiting SugarCreek employees and others community members who need childcare to join the workforce.

Please consider funding this project as you decide how to best use the available funds to support Human Services projects in Dayton.

Sincerely,

Ebony Florence

Ebony Florence  
manager / co-owner



November 1, 2023

TO: The Dayton Region's Priority Development & Advocacy Committee

RE: Letter of Support for Sugar Creek Packing Co. Childcare Project

To Whom It May Concern:

On behalf of Dragon China I submit this letter of support for the Sugar Creek Packing Co. project to construct and establish a quality, affordable Childcare Facility near its Dayton Facility. This project creates early childhood education/childcare and school readiness services in an area lacking in those services and will put them right where the jobs are. There is significant need for quality, affordable childcare in this area. The facility will be operated by a licensed childcare provider benefiting SugarCreek employees and others community members who need childcare to join the workforce.

Please consider funding this project as you decide how to best use the available funds to support Human Services projects in Dayton.

Sincerely,

Chang Keung LO

Chang Keung LO  
Owner

November 1, 2023

TO: The Dayton Region's Priority Development & Advocacy Committee

RE: Letter of Support for Sugar Creek Packing Co. Childcare Project

To Whom It May Concern:

On behalf of Four Points Cozzini submit this letter of support for the Sugar Creek Packing Co. project to construct and establish a quality, affordable Childcare Facility near its Dayton Facility. This project creates early childhood education/childcare and school readiness services in an area lacking in those services and will put them right where the jobs are. There is significant need for quality, affordable childcare in this area. The facility will be operated by a licensed childcare provider benefiting SugarCreek employees and others community members who need childcare to join the workforce.

Please consider funding this project as you decide how to best use the available funds to support Human Services projects in Dayton.

Sincerely,

  
\_\_\_\_\_

Mike  
\_\_\_\_\_

Owner  
\_\_\_\_\_