

FAIRFIELD TOWNSHIP
RESOLUTION NO. 26-29

**RESOLUTION AUTHORIZING ADMINISTRATOR TO EXECUTE ALL
DOCUMENTS NECESSARY TO TRANSFER PROPERTY**

WHEREAS, the Fairfield Township Board of Trustees (Board) currently owns 6.56 acres of property in Fairfield Township, Butler County, Ohio, parcel number A0300025000008; and

WHEREAS, the sale of said parcel to **EREG SENIOR LIVING LLC**, an Illinois limited liability company ("**Buyer**") will contribute to the health, safety, welfare and economic development for the residents of Fairfield Township; and

WHEREAS, the Township has determined that the parcel does not have any governmental or public need, use or purpose; and

WHEREAS, the Township has determined that the property should be disposed of through a negotiated sale to an interested buyer for economic development; and

WHEREAS, the Township may sell property upon unanimous vote by the Board of Trustees and by Resolution to authorize the transfer of property to any person upon what terms are agreed upon between the Board and the purchaser.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows:

SECTION 1: The Board hereby authorizes the Township Administrator to execute all documents necessary to transfer Parcel No. A0300025000008 as set forth in the Purchase and Sale Agreement attached hereto and incorporated herein by reference as Exhibit A.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to R.C. 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: February 10, 2026

Board of Trustees

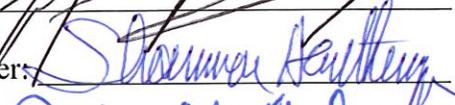
Vote of Trustees

Michael Berding:



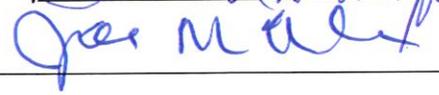
yes

Shannon Hartkemeyer:



yes

Joe McAbee:



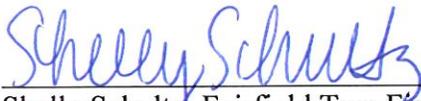
yes

AUTHENTICATION

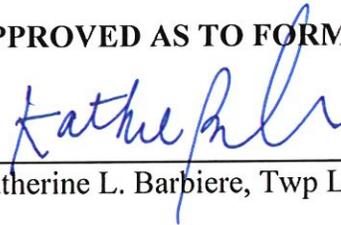
This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this 10th day of February, 2026.

ATTEST:

APPROVED AS TO FORM:



Shelly Schultz, Fairfield Twp Fiscal Officer



Katherine L. Barbieri, Twp Law Director

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of February 10, 2026 (the "Effective Date"), by and between FAIRFIELD TOWNSHIP, BUTLER COUNTY, OHIO, an Ohio township ("Seller"), and EREG SENIOR LIVING LLC, an Illinois limited liability company ("Buyer").

RECITALS

A. Seller owns certain real property located in Fairfield Township, Ohio, consisting of approximately 6.56 acres identified as Butler County, Ohio auditor parcel number A0300025000008, including all buildings, improvements and structures thereon, and any and all easements, access rights and appurtenances thereto, as more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Property").

B. Seller desires to sell to Buyer the Property and Buyer desires to purchase the Property from Seller, subject to the terms and conditions set forth below.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements set forth herein, and for one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Purchase Price.** The purchase price to be paid to Seller for the sale of the Property shall be \$950,000.00 (the "Purchase Price"), subject to the adjustments and credits set forth herein. The Purchase Price shall be payable as follows:

(a) On the Effective Date, Buyer shall deliver the amount of \$30,000.00 (the "Initial Deposit") to Multi-State Title Agency, LLC, 3300 Great American Tower, 301 East Fourth Street, Cincinnati, Ohio 45202 Attention: Mary Nurre, Telephone: (513) 651-6421, Email: mnurre@fbtlaw.com (the "Title Company").

(b) Within 5 business days after the expiration of the Inspection Period (as defined below), if this Agreement has not been sooner terminated, Buyer shall deposit with the Title Company by wire transfer an additional deposit in the amount of \$30,000.00 (the "Additional Deposit"). The Initial Deposit and the Additional Deposit, if applicable, are collectively and individually referred to in this Agreement as the "Deposit". Any accrued interest on the Deposit shall become part of the Deposit.

(c) The Deposit shall be applied to the Purchase Price if the Closing (as defined below) occurs and shall otherwise be disbursed pursuant to the terms, covenants and conditions of this Agreement and the escrow provisions attached hereto as Exhibit B.

(d) Notwithstanding anything expressed or implied herein to the contrary, if this Agreement is terminated by Buyer (i) prior to Closing (as defined below), or (ii) pursuant to

any express right provided to Buyer under the terms of this Agreement, then the Title Company, without the need for any consent from Seller, shall immediately pay to Buyer the Deposit, and neither party shall have any further obligation or liability hereunder, except for any terms of this Agreement which expressly survive termination of this Agreement.

(e) The balance of the Purchase Price, subject to the adjustments and credits set forth herein, shall be due and payable in immediately available funds at the Closing.

2. Information Regarding the Property. Seller shall deliver (or make available through a mutually agreed upon on-line data room or other electronic means) to Buyer, at no cost to Buyer, within 5 business days after the Effective Date, those documents in Seller's (or Seller's agents, advisers or consultants) possession or control relating to the Property and listed on **Exhibit C** (collectively, the "**Due Diligence Information**"). Seller covenants and represents that all Due Diligence Information provided to Buyer shall be provided in the same form as such materials are kept, used, stored or maintained by Seller in Seller's ordinary course of business.

3. Buyer's Contingencies.

(a) Inspection Period.

(i) Buyer shall have a period of 180 days from the Effective Date (the "**Inspection Period**") to conduct such inspections, tests, investigations, studies and surveys of the Property as Buyer shall elect, in its sole discretion, including, without limitation: (1) reviewing the Due Diligence Information; (2) obtaining an appraisal acceptable to Buyer; (3) ordering or updating, as applicable, any building inspection reports or property condition assessments; (4) confirming the availability of all governmental licenses, permits and approvals for Buyer's proposed use and confirming that the Property is appropriately zoned for Buyer's proposed use; (5) performing such financial and legal due diligence on the Property and Seller as Buyer deems necessary or appropriate, including, inspections of the Property in accordance with Section 3(b); and (6) conducting environmental site assessments.

(ii) If for no reason or any reason whatsoever, Buyer determines in its sole discretion that the Property is unsuitable for Buyer's acquisition, Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller at least 5 days prior to the then-applicable Closing Date (as defined below). If this Agreement is so terminated by Buyer, then neither party shall have any further rights or obligations under this Agreement (except for any obligations which expressly survive termination), the Deposit shall be returned to Buyer, except as otherwise expressly provided for in this Agreement, without consent or any further action on the part of Seller, and each party shall bear its own costs incurred under this Agreement.

(b) Inspection of the Property. Without limiting the terms and conditions set forth in Section 3(a), at all times after the Effective Date until the termination of this Agreement pursuant to the terms herein, Buyer and its agents and/or representatives shall have the unlimited right to enter upon the Property for the purposes of inspecting the same; provided however, (i) Buyer shall provide Seller with at least 48 hours prior notice of such access, (ii) such access shall be during normal business hours or at such other times as Buyer and Seller shall mutually agree

and (iii) Buyer shall use commercially reasonable efforts to minimize any disruption of the Property. The cost of any inspections, tests or studies undertaken by Buyer pursuant to this Section shall be paid for by Buyer. In the event the Closing does not occur, Buyer shall restore the Property to substantially the same condition as existed immediately prior to any such inspections, tests and studies. Buyer shall indemnify and hold Seller harmless from all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of the acts or omissions of Buyer, its employees, agents, contractors, consultants or designees on the Property in the performance of such inspections, tests and studies, or the entry by same onto the Property, including, but not limited to, mechanics' lien claims, damage to persons or property, and third party claims. The foregoing indemnification shall not extend to losses, claims or damages suffered by Seller by reason of Buyer's discovery of any adverse information relating to the Property, or claims or damages arising out of or related to Seller's or its agents' negligence or willful misconduct. This Section shall survive the termination of this Agreement.

(c) Entitlements and Final Approval. This Agreement and all of the obligations of Buyer hereunder are further contingent upon Buyer obtaining Final Approval (as defined below) of the Project (as defined below) and the Entitlements (as defined below), on or before the then-applicable Closing Date (as may be extended as provided herein). Seller agrees to reasonably cooperate with and assist Buyer in connection with its efforts to obtain all such Entitlements and the Final Approval. At any time prior to the then-applicable Closing Date (as may be extended as provided herein), Buyer will have the right to (i) elect to terminate this Agreement if Buyer determines that (1) it will not receive all Entitlements and/or Final Approval (subject only to such conditions as are acceptable to Buyer) on or before the then-applicable Closing Date (as may be extended as provided herein) or (2) development of the Project is no longer economically feasible in the sole discretion of Buyer, or (ii) waive Buyer's contingencies set forth in this Section. Any such election must be in writing and must be made on or before the then-applicable Closing Date (as may be extended as provided herein). If Buyer fails to notify Seller of its election prior to the then-applicable Closing Date (as may be extended as provided herein), Buyer shall be deemed to have elected the foregoing subsection (ii). If this Agreement is so terminated by Buyer, then neither party shall have any further rights or obligations under this Agreement (except for any obligations which expressly survive termination), the Deposit shall be returned to Buyer, except as otherwise expressly provided for in this Agreement, without consent or any further action on the part of Seller, and each party shall bear its own costs incurred under this Agreement. Upon Buyer receiving Final Approval, the Deposit shall become nonrefundable and Title Company shall release the Deposit to Seller, but the Deposit still applicable to the Purchase Price.

As used in this Agreement, "**Project**" shall mean the construction and operation of a seniors housing development on the Property. As used in this Agreement, "**Entitlements**" shall mean all governmental, zoning or other land use approvals, licenses, consents, waivers, entitlements and permits as Buyer, in its reasonable discretion, deems necessary in order to develop the Project on the Property. As used in this Agreement, "**Final Approval**" shall mean the final, binding approvals of the Project and all Entitlements thereto, including, without limitation, the final development plan/site plan, by all applicable governmental authorities, and the expiration of any appeal periods relating to any such Entitlements and approvals without any outstanding appeal thereto.

4. Title and Survey.

(a) Title Commitment. During the Inspection Period, Buyer may obtain a commitment from the Title Company for the issuance of an owner's policy of title insurance with respect to the Property (the "**Commitment**") in an amount equal to the Purchase Price. The Commitment shall be in form and substance satisfactory to Buyer and shall commit to insure good and marketable title in fee simple, free and clear of all liens, encumbrances, easements, conditions or restrictions, except the Permitted Exceptions (as defined below).

(b) Survey. During the Inspection Period, Buyer may obtain a certified ALTA Survey of the Property prepared by a registered land surveyor licensed by the State of Ohio in form and substance satisfactory to Buyer in its sole discretion (the "**Survey**").

(c) Title Objections. If Buyer determines from the Commitment and/or the Survey that Seller's title to the Property is subject to matters objectionable to Buyer in its sole discretion, then Buyer shall notify Seller in writing, on or before 5:00 p.m. Eastern Time on the last day of the Inspection Period (the "**Inspection Period Termination Deadline**"), specifying such title and survey matters to which Buyer objects (the "**Title Objection Notice**"). If Buyer fails to deliver the Title Objection Notice by the Inspection Period Termination Deadline, Buyer shall be conclusively deemed to have accepted the status of title of the Property. If Buyer delivers a Title Objection Notice in accordance with this Section, Seller will have 5 business days after receipt of the Title Objection Notice to notify Buyer (i) that Seller will remove such objectionable exceptions from title on or before the Closing or (ii) that Seller elects not to cause such exceptions to be removed. If no such notice is given by Seller, it will be deemed that Seller has elected to cause such exceptions to be removed. If Seller elects not to cause the removal of such exceptions, Buyer will have 5 business days in which to notify Seller that Buyer will waive such objections and take title to the Property subject to such exceptions, or that Buyer will terminate this Agreement. If Buyer shall fail to notify Seller of its election within such 5-day period, Buyer shall be deemed to have waived its right to object to such exceptions in accordance with this Section.

As used in this Agreement, "**Permitted Exceptions**" shall mean: (a) matters shown on the Commitment and/or the Survey that either are not objected to in writing by Buyer by the Inspection Period Termination Deadline, or, if objected to in writing by Buyer by the Inspection Period Termination Deadline, are those which Seller has elected not to remove or cure, and subject to which Buyer has elected to accept the conveyance of the Property; (b) legal highways; and (c) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the Closing Date (as defined below), subject to adjustment as provided in this Agreement.

(d) Subsequent Title Defects. In the event any adverse matter affecting title to the Property arises or is first disclosed to Buyer after the earlier of (i) the expiration of the Inspection Period or (ii) the date the Title Objection Notice is delivered to Seller, and Buyer did not have notice of such matter as of the end of the earlier of the Inspection Period or the date the Title Objection Notice is delivered to Seller, then the following provisions shall apply:

(1) If the matter is one which was caused by an act or omission by Seller and can be cured solely by the payment of money, then Seller shall either: (i) cure such

title defect not later than the Closing Date by either discharging the matter by payment, posting a bond for payment, or by causing Title Company affirmatively to insure over the matter, or (ii) Seller may elect not to cause such title defect to be cured. If Seller elects not to cause the removal of any title defect, Buyer will have 5 business days in which to notify Seller that Buyer will waive such objections and take title to the Property subject to such exceptions, or that Buyer will terminate this Agreement.

(2) In the event the matter is not described in Section 4(d)(1), then Buyer may elect to provide Seller with a written objection to such new matter (the “**New Title Objection Notice**”). Seller shall use good faith efforts to, within 5 business days after Seller’s receipt of Buyer’s New Title Objection Notice, inform Buyer in writing whether it elects to cure or remove the title objections raised in the New Title Objection Notice (the “**New Title Objections**”) prior to Closing. If, within 5 business days after Seller’s receipt of the New Title Objection Notice, Seller fails to notify Buyer that it elects to cure or remove all of the New Title Objections prior to Closing or Seller notifies Buyer that it has elected not to cure any New Title Objections, then Buyer must elect either (A) to terminate this Agreement, in which case the Deposit will be refunded in full to Buyer, and thereupon this Agreement shall be of no further force and effect whatsoever, except for the terms of this Agreement which expressly survive termination by Buyer; or (B) to waive the New Title Objections that Seller has not agreed to cure and proceed with Closing pursuant to the terms and conditions hereof. In the event Buyer elects to terminate pursuant to the preceding clause (A), Buyer must provide Seller with prompt written notice of such election not later than 10 business days after Seller has elected, or has been deemed to have elected, not to cure such subsequent New Title Objections. In the event Buyer does not elect to terminate this Agreement as set forth in the preceding sentence, all New Title Objections that Seller has not agreed to cure shall constitute additional Permitted Exceptions for all purposes of this Agreement. If a New Title Objection Notice has been sent by Buyer in accordance with this Section, the Closing Date shall be extended to the extent necessary to permit Seller and Buyer to exercise their rights as provided in this Section.

5. Closing Conditions. In addition to any other conditions set forth in this Agreement, Buyer’s obligation to close on the purchase of the Property is subject to each and all of the following conditions precedent:

(a) At Closing, the Title Company shall be irrevocably committed to issue an ALTA form owner’s policy of title insurance based on the Commitment with all of the standard exceptions deleted, providing coverage in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to the Permitted Exceptions (the “Title Policy”).

(b) All of Seller’s representations and warranties contained in Section 9 and elsewhere in this Agreement shall be true and correct as of the Closing Date.

(c) All documents and instruments required to be delivered to Buyer on or before Closing as provided in this Agreement shall have been duly delivered to Buyer.

(d) There shall have been no material adverse change with respect to the ownership or operation or the financial or physical condition of the Property or any part thereof since the conclusion of the Inspection Period (or, if sooner, the date on which Buyer gave notice

to Seller of its waiver of all contingencies to Closing).

(e) All covenants and agreements of Seller in this Agreement shall have been duly performed and satisfied in all material respects.

In the event any of the conditions above have not been satisfied on or before Closing, in Buyer's sole discretion, Buyer may elect to terminate this Agreement whereupon neither party will have any further rights or obligations under this Agreement (except for any obligations which expressly survive termination), the Deposit and any Extension Fees, if applicable, will be refunded in full to Buyer, and each party shall bear its own costs incurred under this Agreement.

6. Closing.

(a) Closing Date. The consummation of the transactions contemplated by this Agreement (the "**Closing**") shall occur within 180 days of the earlier to occur of (such date being the "**Closing Date**"): (i) the expiration of the Inspection Period or (ii) Buyer notifying Seller that all of Buyer's contingencies have been satisfied or waived. The Closing shall be held at the offices of the Title Company (through escrow) on the Closing Date, or at such other date or time and in such other manner as may be agreed to in writing by Buyer and Seller.

Notwithstanding the foregoing, Buyer shall have 2 separate but consecutive options to extend the Closing Date for an additional 90 days each upon prior written notice to Seller of such election at least 10 business days prior to the then-applicable Closing Date, which shall be accompanied with each extension by the deposit with the Title Company of an extension fee in the amount of \$20,000.00 (such extension fees being known as the "**First Extension Fee**" and the "**Second Extension Fee**", as and if applicable, and, collectively, the "**Extension Fees**") within 5 business days of such extension notice. If Buyer exercises its first and second extension options, upon delivery, the First Extension Fee and the Second Extension Fee shall be (1) held in escrow upon the same terms as the Deposit, (2) deemed earned by Seller and become non-refundable to Buyer, except as otherwise expressly provided herein and (3) shall be applicable against the Purchase Price in the event of Closing.

(b) Deed. Seller shall convey good and marketable fee simple title to the Property to Buyer at the Closing by limited warranty deed, in recordable form (the "**Deed**"), free, clear and unencumbered, subject only to the Permitted Exceptions.

(c) Title Affidavit. Seller shall deliver to the Title Company at the Closing a seller's affidavit with respect to off-record matters relating to title in the form typically required by the Title Company to delete the "standard exceptions" (other than the survey exception) in the Title Policy.

(d) Assignment Documents. Seller shall execute and deliver at Closing a bill of sale and such other assignment documents as Buyer shall reasonably request to effectuate the transactions contemplated herein, each of which shall be in form and substance reasonably acceptable to Seller and Buyer.

(e) Closing Costs. Seller shall be responsible for the preparation of the Deed, for the payment of all conveyance fees or transfer taxes, if any, in connection with the

conveyance of the Property, and for recording costs relating to any lien releases or title cure documents. Buyer shall be responsible for the cost of recording the Deed, the cost of any title exam, the Survey, the Commitment and the Title Policy and any endorsements thereto. Each party will be responsible for its respective legal fees. Seller and Buyer shall split all the fees charged by the Title Company relating to the escrow of the Deposit and completion of the Closing.

(f) Closing Statement; Prorations. Seller and Buyer shall join in the execution of a closing statement prepared by the Title Company (the "**Closing Statement**"). On the Closing Statement, all income and expenses of the Property will be apportioned as of the Closing Date, as if Buyer were vested with title to the Property during the entire day of the Closing Date. In furtherance of the foregoing, all of the operating, maintenance, and other expenses incurred in operating the Property that Seller customarily pays, together with all taxes (including real estate taxes and assessments), shall be prorated on an accrual basis and not pursuant to any "short-form" or other customary proration. Seller shall pay all such expenses and taxes that accrue prior to the Closing Date and Buyer shall pay all such expenses that accrue from and after the Closing Date. Any expenses or taxes unpaid by Seller assessed for the period of time prior to the Closing regardless of whether the same are due and payable at the time of Closing shall be allowed to Buyer as a credit at Closing. If the actual tax rate or assessed value is not known on the Closing Date, the taxes shall be prorated based upon applying the tax rate for the preceding year to the latest assessed valuation, and such proration shall be final and, notwithstanding anything contained in this Agreement to the contrary, shall not be re-prorated post-Closing.

(g) Evidence of Authority. Seller and Buyer shall each deliver to the other party evidence in a form reasonably acceptable to each party and the Title Company that: (i) Seller and Buyer are each in good standing in their respective states of organization, (ii) this Agreement and the transactions contemplated hereby have been duly authorized by all necessary action, and (iii) the party executing this Agreement on behalf of Seller and Buyer, respectively, is duly authorized to do so.

(h) Property Documents; Access Codes. Seller shall deliver to Buyer at Closing (i) all available keys to the Property, pass cards, passwords, remote controls, security codes and other devices relating to access to the Property, including those necessary for operation of any building system, (ii) all plans and specifications, engineering plans and studies and floor plans, (iii) all warranties and guaranties in favor of, or benefitting, Seller or the Property, and (iv) originals or copies of all existing permits, licenses, approvals and authorizations issued by any governmental authority in connection with the Property.

(i) Other Closing Documents. Seller and Buyer each hereby agree to execute such other documents or agreements as may be reasonably required by the Title Company and/or the other party in order to effectuate the transactions contemplated hereby.

7. Possession of Premises. Possession of the Property shall be delivered to Buyer on the Closing Date, free and clear of any liens, encumbrances or third-party possessory interests, except for the Permitted Exceptions.

8. **Conduct Pending Closing.** Between the Effective Date and the Closing Date, Seller shall:

(a) Not sell, lease, subdivide, convey, grant, transfer, mortgage or otherwise dispose of, or further encumber, any portion of the Property or any interest in the Property without the prior written consent of Buyer. The term "encumber" as used in the preceding sentence includes, but is not limited to, the recording of any restriction, covenant, easement or condition affecting the Property.

(b) Operate and maintain the Property in a manner consistent with the manner in which Seller has operated and maintained the Property prior to the Effective Date. Without limiting the generality of the foregoing, Seller shall (i) maintain in full force and effect all insurance coverages currently maintained with respect to the Property, (ii) not make any material alterations to the Property or any portion of the Property other than repairs, maintenance and alterations performed by Seller in the ordinary operation and maintenance of the Property or in an emergency, (iii) maintain in existence all licenses, permits and approvals in effect as of the Effective Date and (iv) not voluntarily subject the Property to any planning or zoning changes.

(c) Promptly upon receipt thereof, Seller shall give Buyer copies of any written notice received by Seller alleging that any violation or potential violation of Environmental Law (as defined below) not previously disclosed to Buyer has occurred.

(d) Promptly notify Buyer in writing of any litigation, arbitration, condemnation or administrative hearing before any court or governmental agency concerning Seller or the Property that is instituted after the Effective Date.

(e) Not pursue, accept or negotiate offers from third parties or their agents for the sale, purchase or disposition of the Property or any portion thereof and will not disclose any confidential information to any third party purchaser or its agents, including, without limitation, information concerning Buyer, its principals or the terms of this Agreement.

9. **Representations and Warranties.** As a material inducement for the execution and delivery of this Agreement by Buyer, Seller represents and warrants to Buyer as of the Effective Date and the Closing Date:

(a) **Title.** Seller owns good and marketable fee simple title to the Property free, clear and unencumbered, other than the Permitted Exceptions.

(b) **Authority.** Seller is duly organized, validly existing and in good standing under the laws of the State of Ohio. Seller has the right, power and authority under its organizational documents and applicable law to enter into this Agreement and has obtained all consents and approvals necessary to convey the Property. This Agreement has been duly authorized by all necessary action on behalf of Seller and the officer executing this Agreement on behalf of Seller is duly authorized to do so.

(c) **Environmental.** As to environmental matters:

(i) To Seller's knowledge, the Property complies with and is not in

default under any applicable Environmental Law.

(ii) Seller has not received any claim, notice, order, directive, or information request from any federal, state or local governmental authority or agency, or from any private corporation or person, alleging liability under or any violation of any Environmental Law.

(iii) No investigation, administrative order, consent order, agreement, litigation, or settlement under any Environmental Law or with respect to any Hazardous Material (as defined below) has been proposed or threatened nor is any of the foregoing anticipated, with respect to the Property.

(iv) To Seller's knowledge, there are no Hazardous Materials in, upon, under, about, migrating, or threatening to migrate, to or from, or removed from and stored off-site of the Property. The Property has not been used for solid or hazardous waste treatment, storage or disposal.

(v) There are no underground or above-ground storage tanks, asbestos-containing materials, or polychlorinated biphenyls in or upon the Property.

As used in this Agreement, "Environmental Laws" shall mean any federal, state or local environmental law, ordinance, regulation, order or policy relating to regulation of the environment, public health or safety, or contamination or cleanup applicable to the Property. As used in this Agreement, "Hazardous Materials" shall mean all chemicals, substances and/or materials listed under or otherwise governed or regulated by any Environmental Laws including, without limitation, hazardous or toxic substances, wastes or materials, petroleum products or any constituents thereof.

(d) Notices. Seller has not received notice from any governmental or quasi-governmental body or agency, utility company, school board or other party with respect to any pending or threatened taking of the Property, change in zoning of the Property or implementation of any development or use restrictions on the Property, nor does Seller have any knowledge of any pending or threatened taking, change in zoning or implementation of any development or use restrictions on the Property.

(e) Agreements. Seller has not entered into any contracts, agreements or understandings, verbal or written, for the sale, transfer, lease or occupancy of all or of any portion of the Property. There are no service, management, maintenance or other similar type agreements or contracts relating to the operation, management or maintenance of the Property, which shall survive the Closing or for which Buyer shall have any liability or obligation after Closing.

(f) Litigation. There is no litigation, administrative action or other proceeding pending or threatened against Seller or the Property which could impair or in any manner affect or delay the Closing contemplated in this Agreement or which could result in a lien, charge or encumbrance against all or any part of the Property. No attachments, execution proceedings, liens or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller.

(g) Improvements; Assessments. There are no public improvements which have been ordered to be made or assessed, and there are no special, general or other assessments pending, threatened against or affecting the Property other than those appearing on the most recent tax duplicate and Seller has not made and has no knowledge of any commitments made to any governmental unit or agency, utility company, authority, school board, or to any other organization or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements on the Property.

(h) Real Estate Taxes. Seller has not received any notice relating to a pending or proposed reassessment of any real estate taxes or a revaluation of the Property for tax purposes and Seller is not currently contesting real estate taxes or seeking a revaluation of the Property for tax purposes, nor has any such contest or request for revaluation been filed within the last three years.

(i) Code Violations. Seller has not received from any governmental authority, any notice of zoning, building, fire, health code or other violations or proposed changes with respect to the Property, or any part thereof.

(j) Creditors. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, which remains pending as of the Effective Date, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, which remains pending as of the Effective Date, or (v) made an offer of settlement, extension or composition to its creditors generally.

No examination of the Property will be deemed to constitute a waiver or a relinquishment of Buyer's right to rely on the covenants, representations, warranties and agreements made by Seller in this Agreement. The representations and warranties of Seller under this Section shall survive the Closing and the recordation of the Deed for a period of 12 months.

10. Risk of Loss. Risk of loss from casualty or by reason of condemnation shall be borne by Seller until Closing; *provided that* if any of the Property is materially damaged or destroyed by fire or other casualty, or if all or a material portion of any of the Property is taken through condemnation proceedings or is transferred voluntarily in lieu thereof, then Buyer will have the right, but not the obligation, to terminate this Agreement by written notice to Seller within 10 days after such casualty or taking. If Buyer does not terminate this Agreement as provided above, or if less than a material part of the Property is damaged or, destroyed or taken, then this Agreement shall remain in effect and at Closing: (a) the parties shall adjust the Purchase Price for the reasonable cost of repairs as determined by a contractor selected by Buyer and reasonably acceptable to Seller (in which event Seller shall retain the right to collect any insurance proceeds), and (b) in the case of a taking, Seller shall assign to Buyer all of Seller's right, title, and interest in and to any awards that may be made for such taking. If this Agreement is terminated in accordance with this Section, the Deposit and any Extension Fees, if applicable, will be refunded in full to Buyer, each party will bear its own costs incurred under this Agreement, and neither party will have any further rights or obligations hereunder other than

those that expressly survive termination.

11. Breach and Remedies.

(a) In the event Buyer (i) violates or fails to timely fulfill or perform any of the terms and conditions of this Agreement required to be performed by Buyer, and Buyer fails to cure such violation or failure within 5 business days after Buyer's receipt from Seller of a written notice notifying Buyer of said violation or failure, or (ii) fails to close on the purchase of the Property on the Closing Date, then Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement by giving Buyer and the Title Company written notice of Seller's election to do so, in which event neither party hereto will have any further rights or obligations under this Agreement other than those that expressly survive termination, and Seller shall be entitled to receive and retain the Deposit and any Extension Fees, if applicable, as liquidated damages.

(b) In the event Seller (i) violates or fails to timely fulfill or perform any of the terms and conditions of this Agreement required to be performed by Seller, and Seller fails to cure such violation or failure within 5 business days after Seller's receipt from Buyer of a written notice notifying Seller of said violation or failure, or (ii) fails to close on the sale of the Property on the Closing Date, then Buyer shall be entitled to either (1) terminate this Agreement, and upon such termination (A) the Title Company shall return the Deposit and any Extension Fees, if applicable, held by the Title Company to Buyer without consent or further action by Seller (B) Seller shall pay to Buyer any applicable Extension Fees released to Seller pursuant to the terms of this Agreement within 2 business days of such termination (such obligation to survive the termination of this Agreement) and (C) neither party shall have any further rights or obligations under this Agreement (except those that expressly survive termination), or (2) to enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms of this Agreement. Anything to the contrary set forth herein notwithstanding, if (w) Seller intentionally conveys any portion of the Property to any other person or entity (except as required by applicable governmental or regulatory, permit, approval, or order) such that the remedy of specific performance is unavailable to Buyer, (x) Seller takes or fails to take any action which action or failure renders the remedy of specific performance unavailable to Buyer, (y) Seller intentionally applies to and does change the zoning of the Property or places a restriction on the Property which no longer permits any portion of the Property to be used for the Project or (z) Seller intentionally breaches this Agreement or commits fraud (each a "**Seller Intentional Act**"), then in any such event, in addition to and not in lieu of any other right or remedy provided in this Section, Buyer shall have the right to seek to recover actual damages incurred by Buyer as a result of such Seller Intentional Act.

12. Brokers. Each party represents to the other party that no real estate broker, consultant, finder or like agent has been engaged by such party or has any interest in this transaction. In the event of Closing, Seller and Buyer shall be solely responsible for any commission owing to their Broker. . The provisions of this Section shall survive the Closing and termination of this Agreement.

13. Condition of the Property. It is expressly understood and agreed that Buyer is acquiring the Property on an "as is", "where is" and "with all faults" basis, and that Seller has not

(a) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer with respect to the Property and supersedes any other prior communications, representations or statements with respect to the transaction described in this Agreement.

(b) Amendments. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing executed by the parties.

(c) Assignment. Buyer shall have the right, without Seller's consent, to assign this Agreement, or any of its rights or obligations hereunder, to any affiliated entity which controls, is controlled by, or is under common control with Buyer. Except as permitted above in this Section 16(c), Buyer's rights and obligations hereunder shall be assignable only with the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment under this Section 16(c) will release Buyer from any liability under this Agreement.

(d) Severability. If any provision of this Agreement is determined to be invalid in whole or in part, the remainder of this Agreement shall be valid, enforceable and effective.

(e) Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Ohio.

(f) Benefit. This Agreement shall inure to the benefit of and bind the parties and their respective successors and assigns.

(g) Counterparts; Facsimile Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which counterparts together shall constitute a single instrument. Facsimile signatures or signatures transmitted by email or other electronic means shall be sufficient to bind the parties.

(h) Headings. The section headings in this Agreement are included for convenience only and shall not be construed to limit or modify the provisions of this Agreement.

(i) Time. Time is of the essence to this Agreement. If a date specified for performance by either or both parties falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next business day.

(j) Venue. In any action between Buyer and Seller with respect to the transaction contemplated under this Agreement, the sole venue will be in the Court of Common Pleas in Butler County, Ohio. The foregoing obligations will survive Closing or the termination of this Agreement.

(k) Intentionally omitted.

(l) Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer at Closing, Seller agrees to perform, execute and deliver, on or after the Closing, any further deliveries and

assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Buyer. The terms of this Section shall survive Closing.

[Signature Page Follows]

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

SELLER:

**FAIRFIELD TOWNSHIP, BUTLER COUNTY,
OHIO, an Ohio township**

By: Kimberly Lypense
Name: KIMBERLY LYPENSEE
Title: Township Administrator

BUYER:

**EREG SENIOR LIVING LLC,
an Illinois limited liability company**

By: _____
Name: _____
Title: _____

JOINDER BY TITLE COMPANY

The Title Company joins in the execution of this Agreement for purposes of agreeing to the provisions herein regarding the Deposit and the Extension Fees, if applicable.

Executed by Title Company this _____ day of _____, 2026.

TITLE COMPANY:

MULTI-STATE TITLE AGENCY, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

Situated in the State of Ohio, Section 25, Town 2, Range 3, BTM, Fairfield Township, Butler County, and being part of Lot 572 of Fairfield Township, Butler County, Ohio as recorded in Official Record 9092, Page 1198 of the Butler County, Ohio Recorder's Office and being further described as follows:

Commencing at the southeast corner of Lot 5491 of Hunters Trace, Phase I as recorded in Plat Envelope 2692, Pages A-B and being on the northeast corner of William R. and Pam Lysakowski as recorded in Official Record 7156, Page 1100; thence, departing the northeast corner of said William R. and Pam Lysakowski and with the boundary of said Hunters Trace, Phase I, North $05^{\circ} 38' 29''$ East, 161.36 feet to a found $5/8''$ iron pin (capped "Bayer Becker") on the southwest corner of part of Lot 572 of Fairfield City School District as recorded in Official Record 9372, Page 1560; thence, departing the boundary of said Hunters Trace, Phase I and with the boundary of said part of Lot 572 of Fairfield City School District, South $86^{\circ} 08' 13''$ East, 592.66 feet to a found $5/8''$ iron pin (capped "Bayer Becker") at the southwest corner of part of Lot 572 of Well SP Landlord 2, LLC; as recorded in Official Record 9551, Page 732; thence, departing the southeast corner of said part of Lot 572 of Fairfield City School District and with the boundary said part of Lot 572 of Well SP Landlord 2, LLC, South $84^{\circ} 43' 22''$ East, 106.58 feet to a set $5/8''$ iron pin and being the True Point of Beginning;

thence, continuing with the boundary said part of Lot 572 of Well SP Landlord 2, LLC, South $84^{\circ} 43' 22''$ East, 761.96 feet to a found $5/8''$ iron pin (capped "Kleingers"), on the west right of way of Gilmore Road;

thence, departing the south boundary said part of Lot 572 of Well SP Landlord 2, LLC and with the west right of way of said Gilmore Road for the following four courses:

- 1) with a curve to the right, having a central angle of $25^{\circ} 00' 34''$, a radius of 610.00 feet, an arc length of 266.26 feet, and a chord bearing and distance of South $41^{\circ} 29' 08''$ West, 264.15 feet to a found $5/8''$ iron pin (capped "Kleingers");
- 2) departing South $53^{\circ} 59' 24''$ West, 117.26 feet to a found $5/8''$ iron pin (capped "Kleingers");
- 3) with a curve to the left, having a central angle of $19^{\circ} 41' 40''$, a radius of 440.00 feet, an arc length of 151.24 feet, and a chord bearing and distance of South $44^{\circ} 08' 33''$ West, 160.50 feet to a found $5/8''$ iron pin (capped "Kleingers");
- 4) South $60^{\circ} 38' 35''$ West, 172.36 feet to a set $5/8''$ iron pin on the north right of way of Hamilton Mason Road;

thence, departing the west right of way of said Gilmore Road and with the north right of way of said Hamilton Mason Road, North $81^{\circ} 09' 17''$ West, 312.49 feet to a set $5/8''$ iron pin;

thence, departing the north right of way of said Hamilton Mason Road and on a new division line through said part of Lot 572 of Fairfield Township, Butler County, Ohio, North $08^{\circ} 50' 49''$ East, 487.15 feet to the True Point of Beginning containing 285,751 square feet or 6.560 acres of land, more or less, and being subject to all legal easements, highways, restrictions and agreements of record.

EXHIBIT B

ESCROW PROVISIONS

Title Company shall hold, manage and disburse the Deposit subject to the following:

1. Title Company undertakes to perform only such duties as are expressly set forth and are limited to the safekeeping of the Deposit in accordance with the terms of this Agreement.
2. Title Company shall place the Deposit in a non-interest-bearing and/or IOTA account.
3. Title Company may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been fully authorized to do so. Title Company shall not be liable in any manner for the sufficiency or correctness as to the form, manner and execution or validity of any document delivered to the Title Company, any notice received relative to this Agreement or the identity, authority or right of any person executing the same.
4. Provided that Title Company is not guilty of willful misconduct or gross negligence or otherwise breaches this Agreement, Buyer and Seller release Title Company, its officers, managers, directors and agents, from any and all claims, liabilities, suits or proceedings at law or in equity and any other expenses, fees or charges which they may incur by reason of the subject matter of this Agreement.
5. Provided that Title Company is not guilty of willful misconduct or gross negligence or otherwise breaches this Agreement, Buyer and Seller jointly and severally agree to indemnify Title Company, its officers, managers, directors and agents, from any and all claims, liabilities, suits or proceedings at law or in equity and any other expenses, fees or charges which Title Company may incur by reason of the subject matter of this Agreement and shall promptly reimburse Title Company for the same upon written demand from Title Company.
6. Title Company shall be discharged of any responsibility hereunder at such time Title Company has disposed of the Deposit as provided for in this Agreement.
7. Title Company shall not be liable for loss or impairment of the Deposit in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except as shall result from failure of the Title Company to comply with these provisions or with joint written escrow instructions requiring deposit of the Deposit in a bank designated by name.
8. If Title Company determines that Buyer and Seller are in disagreement about the propriety of any action contemplated by Title Company hereunder, Title Company may (without limitation) withhold disposition of the Deposit pending resolution of such disagreement. In the event that conflicting demands are made upon Title Company, Buyer and Seller expressly agree and consent that Title Company shall have the absolute right to do the following:
 - a. withhold and stop all disbursements for a period of thirty (30) days; and
 - b. at any time after such 30-day period, file a suit in interpleader in a court of competent jurisdiction seeking to require the parties to interplead and litigate in such court their several claims and rights among themselves. Upon the filing of

such a suit and a deposit of the Deposit to such court, Title Company shall ipso facto be fully released and discharged from all obligations to further perform any and all duties imposed upon it by this Agreement. Buyer and Seller shall reimburse Title Company for any expenses, fees or charges that Title Company may incur by reason of the interpleader promptly upon written demand from Title Company.

9. Title Company may, in its sole discretion, elect to resign in its capacity as Title Company under this Agreement upon not less than thirty (30) days' written notice to Buyer and Seller.
10. Title Company shall pay to Buyer the original principal amount of the Deposit at the closing. Except for disbursements made at the joint direction of Buyer and Seller and any payment of the Deposit to Seller at the direction of Buyer, Title Company shall notify Seller and Buyer of any intended disbursement of the Deposit not less than three (3) business days prior to any actual disbursement of the Deposit. Buyer and Seller shall be deemed to have consented to such proposed disbursement unless such party has notified Title Company and the other party to this Agreement of its objection to such proposed disbursement by the end of such period of three (3) business days.
11. Title Company shall receive a fee of Five Hundred Dollars (\$500.00) in the event the Deposit is NOT used as credit to Buyer on the Closing/Settlement Statement or otherwise disbursed separately from a closing. Said fee shall be paid one-half each by Buyer and Seller upon execution of this Agreement or at Closing.

EXHIBIT C

DUE DILIGENCE INFORMATION

The following relating to the Property, to the extent they are in Seller's possession or control:

1. Owner's title insurance commitment or owner's title insurance policy (as applicable) and the most recent loan policy of title insurance (if any).
2. Most recent ALTA and/or boundary survey.
3. Property tax bills for the three most recent years.
4. All environmental reports or studies, including Phase I environmental site assessments, Phase II reports, asbestos-containing materials surveys or wetlands delineations, O&M plans, documents imposing restrictive covenants or institutional controls, and any other reports regarding the environmental condition of the Property or the Property's compliance with Environmental Laws.
5. All applicable planning and zoning approvals for current use and improvements, including site plan approvals, variances and conditional use permits.
6. Notices of any code violations (current and outstanding).
7. Most recent certificate of insurance for property and liability coverage.
8. Copies of last year's bills for insurance (property/general liability).