

**EXHIBIT A**

**REAL ESTATE PURCHASE AGREEMENT**

**COUNTY OF SUMMIT, OHIO as Seller  
and  
TKM GLOBAL TECHNOLOGIES, LLC, as Purchaser**

**for  
340 NORTH CLEVELAND-MASSILLON ROAD  
BATH TOWSHIP, OHIO**

**THIS REAL ESTATE PURCHASE AGREEMENT** (“Agreement”) is entered into as of the last date signed being **December 8, 2021** (“Effective Date”), by and between the **County of Summit, Ohio**, an Ohio political subdivision with its principal place of business located at **175 South Main Street, 8<sup>th</sup> Floor, Akron, Ohio 44308** (“Seller”) and **TKM Global Technologies, LLC**, an Ohio limited liability corporation with an address at 1516 Main Street, Cuyahoga Falls, Ohio 44221 (“Purchaser”) as authorized by County Council Resolution No. 2021-\_\_\_\_\_.

Pursuant to the terms and conditions of this Agreement and for other good and valuable consideration, the receipt and adequacy are acknowledged, the parties agree as follows:

**SECTION 1. DESCRIPTION OF PROPERTY;  
AGREEMENT OF PURCHASE AND SALE**

1.1 **Purchase and Sale; Property.** Seller agrees to convey to Purchaser the following:

Approximately 7.92 acres of land and the improvements located thereon which includes structures, fixtures, plumbing and electrical, otherwise known as 340 North Cleveland-Massillon Road, Bath Township, Ohio 44333, Permanent Parcel No. 0403384, as further described in the legal description which is attached hereto and incorporated herein by reference as **Exhibit A** (“Property”).

**SECTION 2. PURCHASE PRICE**

2.1 **Purchase Price.** The total purchase price for the Property is Nine Hundred Thousand Dollars (\$900,000) in U.S. Dollars, less any closing adjustments (“Purchase Price”), payable in cash by certified bank check or wire transfer to the Seller on the Closing Date (as later defined).

2.2 **Escrow Agent.** The escrow agent that shall close this transaction will be Kingdom Title Solutions, Inc., whose office is located at 3480 W. Market Street, Suite 202, Fairlawn, Ohio 44333 (“Escrow Agent”). The Escrow Agent shall prepare the closing statement that shall include all adjustments to the Purchase Price as required herein (“Closing Statement”) for the

written approval by the parties prior to the Closing Date. The Escrow Agent shall also perform the title work described herein (Escrow Agent may also be referred to herein as the “Title Company”).

### SECTION 3. TITLE AND SURVEY; INSPECTION

3.1 Title. On the Closing Date, Seller shall convey to Purchaser title to the Property by limited warranty deed.

3.2 Title Commitment. Within thirty (30) days after the Effective Date, Purchaser shall have the option to obtain a commitment (“Title Commitment”) for an Owner’s Policy of Title Insurance for the Property in the amount of the Purchase Price (“Title Policy”) issued by Kingdom Title Solutions, Inc. (“Title Company”) setting forth the condition of title to the Property. Purchaser shall have thirty (30) days after receipt of the Title Commitment being no later than **January 7, 2022** (“Title Review Period”) to review the condition of title to the Property. If during the Title Review Period, in the Purchaser’s reasonable opinion there is an unresolved lien or encumbrance in the Title Commitment that may invalidate or impair the title, Purchaser shall provide written notice of its objections to Seller on or before the expiration of the Title Review Period.

(a) Seller shall have no obligation to correct or cure such objections, but may at its sole option, elect to cure or correct such objections. If Seller elects to correct or cure the objections, Seller shall send written notice to Purchaser. Seller shall commence such cure with due diligence and shall have the right to extend the Closing Date for a reasonable period of time to complete such cure. Purchaser shall not terminate this Agreement while Seller is completing such cure.

(b) If Seller elects not to correct or cure the objections, Seller shall provide written notice to the Purchaser. Within three (3) days after receipt of Seller’s notice, the Purchaser shall have the right, upon written notice to Seller, to either (i) agree to waive any objections and proceed to closing without any cure of the objections and without any reduction in the Purchase Price; or (ii) elect to terminate this Agreement in which event the parties shall have no further obligations hereunder, except Purchaser’s obligations to indemnify, defend and hold harmless shall survive the termination of this Agreement.

(c) If Purchaser fails to send written notice of its objections or termination to Seller prior to the expiration of the Title Review Period, Purchaser shall waive any right to object to any matter or condition relating to the Title Commitment or the condition of title to the Property and Purchaser waives any right to terminate this Agreement.

3.3 Due Diligence. Within sixty (60) days after the Effective Date being no later than **February 7, 2022** (“Inspection Period”), Purchaser and its agents, employees and authorized representatives (“Purchaser’s Agents”) shall have the right, at Purchaser’s sole cost and expense, to enter upon the Property to conduct inspections and tests to determine the condition of the Property, the suitability for Purchaser’s intended use and whether the Property is in compliance

with all applicable federal, state, or local laws, rules, ordinances, regulations and codes and any other matters which Purchaser desires to inspect (“Inspections”).

(a) Seller shall provide Purchaser and the Purchaser’s Agents with reasonable access to the Property upon reasonable advance written notice from Purchaser. Seller shall have the right to have its representative present at the Property during any Inspections. In no event shall Purchaser or Purchaser’s Agents make any intrusive physical testing of the Property without the prior written consent of Seller which consent shall not be unreasonably withheld. Purchaser shall promptly restore the Property to the condition existing prior to the Inspections and repair any damage to the Property resulting from any of the Inspections. Purchaser shall indemnify, defend, and hold harmless the Seller from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses suffered or incurred in connection with (i) the entry by Purchaser or Purchaser’s Agents upon the Property; (ii) any Inspections or other activities conducted on the Property by Purchaser or Purchaser’s Agents; (iii) any liens or encumbrances filed or recorded against the Property as a result of the Inspections; or (iv) any and all other activities undertaken by Purchaser or Purchaser’s Agents with respect to the Property. Purchaser’s obligations to indemnify, defend and hold harmless shall survive the termination of this Agreement.

(b) If during the Inspection Period, in the Purchaser’s reasonable opinion there is any matter or condition that renders the Property unfit for Purchaser’s intended use, Purchaser shall provide written notice of its objections, together with a copy of any applicable report or survey describing such matter, to the Seller on or before the expiration of the Inspection Period.

(c) Seller shall have no obligation to correct or cure such objections, but may at its sole option, elect to cure or correct such objections. If Seller elects to correct or cure the objections, Seller shall send written notice to Purchaser during the Inspection Period. Seller shall commence such cure with due diligence and shall have the right to extend the Closing Date for a reasonable period of time to complete such cure. Purchaser shall not terminate this Agreement while Seller is completing such cure.

(d) If Seller elects not to correct or cure the objections, Seller shall provide written notice to the Purchaser during the Inspection Period. Within three (3) days after receipt of Seller’s notice, the Purchaser shall have the right, upon written notice to Seller, to either (i) agree to waive any objections and proceed to closing without any cure of the objections and without any reduction in the Purchase Price; or (ii) elect to terminate this Agreement in which event the parties shall have no further obligations hereunder, except for Purchaser’s obligations to indemnify, defend and hold harmless shall survive the termination of this Agreement.

(e) If Purchaser fails to send written notice of its objections or termination to Seller prior to the expiration of the Inspection Period, Purchaser shall waive any right to object to any matter or condition relating to the Inspections and Purchaser waives any right to terminate this Agreement.

(f) Purchaser acknowledges and agrees that any tests, surveys, reports, or other documents relating to the Inspections or otherwise delivered by Seller to Purchaser or

Purchaser's Agents ("Reports") are confidential and Purchaser or Purchaser's Agents shall not disclose or reveal the Reports to any other person, entity, governmental authority or other association without the prior written consent of Seller. In the event this Agreement is terminated for any reason, Purchaser or Purchaser's Agents shall promptly return to Seller all originals and copies of the Reports.

**3.4 PURCHASER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS AND WILL BE MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE BY SELLER, INCLUDING WITHOUT LIMITATION THE CONDITION OR VALUE OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR PURCHASER'S INTENDED USE. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS AFFORDED PURCHASER THE OPPORTUNITY FOR FULL AND COMPLETE INVESTIGATIONS, EXAMINATIONS AND INSPECTIONS OF THE PROPERTY AND THAT PURCHASER WILL ACQUIRE THE PROPERTY SOLELY ON THE BASIS OF PURCHASER'S OWN REVIEW AND INSPECTION OF THE PROPERTY. BY EXECUTING THIS AGREEMENT, PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHICH ARE MATERIAL, NEGOTIATED TERMS OF THIS AGREEMENT WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS AGREEMENT WITH PURCHASER.**

#### SECTION 4. CONDITIONS TO CLOSING

4.1 Conditions. The obligations of the parties to close the transaction contemplated by this Agreement are subject to the following conditions:

(a) The representations and warranties of the parties contained in Section 5 of this Agreement shall be true on the Closing Date as though those representations and warranties were made on that date.

(b) Neither Purchaser nor Seller shall have breached any affirmative covenant contained in this Agreement to be performed by them on or before to the Closing Date.

(c) Purchaser shall have approved all of the matters set forth in Section 3 in respect to which Purchaser has, under provisions of this Agreement, a right of inspection and/or approval; or, in the event Purchaser has delivered written objections to Seller in respect to any of those matters, Seller has elected to and has remedied Purchaser's objections prior to the Closing Date in the manner and within the time period provided in this Agreement or if Seller has not remedied Purchaser's objections prior to the Closing Date, then Purchaser has waived said objections.

(d) Seller shall have timely delivered to Purchaser in satisfactory form the documents and all other items referred to in Section 6 below.

(e) At Purchaser's option, the Title Company shall on the Closing Date have delivered or irrevocably committed itself in writing to deliver the Title Policy.

(f) The Purchaser shall have timely delivered the Purchase Price for distribution to Seller, and/or shall have executed and delivered such documents and agreements as may be necessary or required in the reasonable opinion of Seller's counsel.

## SECTION 5. REPRESENTATIONS, WARRANTIES, INDEMNITY

5.1 Seller's Representations. Seller makes the following representations to Purchaser as of the date of this Agreement and the Closing Date:

(a) Seller is a political subdivision and charter county duly organized and validly existing under the laws of the State of Ohio and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Seller has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions, or proceedings pending or, to the best of Seller's knowledge, contemplated against or concerning the Property.

(d) Seller's execution, delivery and performance of this Agreement will not constitute a default under any agreement, lease, indenture, order or other instrument or document by which Seller or the Property may be bound.

5.2 Purchaser's Representations. Purchaser makes the following representations to Seller as of the date of this Agreement and the Closing Date:

(a) Purchaser is a limited liability corporation duly organized and validly existing under the laws of the State of Ohio and has all necessary power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Purchaser has duly authorized the execution, delivery and performance of this Agreement.

(c) There are no suits, actions, or proceedings pending or, to the best of Purchaser's knowledge, contemplated against or concerning the Purchaser which would have a material and adverse impact upon Purchaser's ability to enter into and perform this Agreement.

(d) Purchaser's execution, delivery and performance of this Agreement will not constitute a default under any agreement, lease, indenture, order or other instrument or document by which Purchaser may be bound.

5.3 Purchaser's Release for Environmental Matters. To the best of its knowledge, the Seller represents and warrants that the Property is not in violation of any Environmental Laws (as later defined) and the Seller has no knowledge of (i) the presence on or about the Property of asbestos,

lead paint and other Hazardous Substances (as later defined) within the building except for the possibility of materials generally consistent with the type and nature of building materials and buildings of similar vintage; (ii) any release or threatened release of any Hazardous Substance on or affecting the Property; or (iii) the existence of any underground storage tanks on or about the Property.

The Seller has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Substances on the Property.

The Purchaser may obtain an environmental phase I, environmental phase II or asbestos abatement inspection for the Property at its sole cost during the Inspection Period while conducting its due diligence. The Purchaser shall agree to release the Seller and Summit County Developmental Disabilities Board (“DD Board”) for any liabilities and financial obligations in any action or proceeding pertaining to the condition of the Property, including the existence of Hazardous Substances in violation of any Environmental Laws.

Purchaser (and its respective successors and assigns) shall release, forfeit any rights and will not bring any causes of actions against Seller and DD Board and their respective directors, officers, agents, and employees (collectively the “Released Parties” and, individually, a “Released Party”) for any and all claims, demands, causes of action, administrative proceedings (formal or informal), losses, damages, expenses (including, without limitation, sums paid in settlement and reasonable fees for attorneys, consultants, experts and accountants), injuries, judgments, liabilities, penalties, fines or claims of any other kind or, foreseen or unforeseen, which may be imposed upon, incurred by or asserted against the Released Parties and brought with respect to the environmental condition of the Property or the existence or release of any Hazardous Substances in violation of any Environmental Laws resulting from Purchaser’s use of the Properties or Purchaser’s negligent acts or omissions affecting the Properties after Closing and Purchaser taking possession of the Properties. “Environmental Laws” means any and all current and future federal, state, local, municipal or other applicable constitutions, laws, ordinances, principles of common law, regulations, statutes or treaties designed to regulate, minimize, prevent, punish or remedy the consequences of actions that damage or threaten the environment or public health and safety, including without limitation, all applicable federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto, including, without limitation, RCRA, CERCLA, the Clean Water Act (33 U.S.C. §§ 1251, et seq.), the Clean Air Act (42 U.S.C. §§ 7401, et seq.), Chapters 3704, 3734 and 6111 of the Ohio Revised Code and the rules and regulations promulgated or adopted under any of the foregoing statutes. “Hazardous Substances” means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in CERCLA, the

Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, et seq.), as enacted and from time to time amended, RCRA, the Toxic Substance Control Act (15 U.S.C. §§ 2601, et seq.), as enacted and from time to time amended, or any other applicable Environmental Laws and in the regulations adopted pursuant thereto now or in the future.

5.4 Survival. Each of the covenants, warranties, representations, agreements and releases contained in this Agreement shall be made as of the Effective Date and shall be deemed renewed on the Closing Date and shall survive the Closing Date, the payment of the Purchase Price, the filing of the deed for record and shall not be merged into the deed of of the Property.

## SECTION 6. CLOSING AND TRANSFER OF TITLE

6.1 Closing. Unless extended by written agreement of the parties and if all the Conditions to Closing under Section 4 have been satisfied or waived, the closing for the delivery of Seller's deed and other required documents and the payment of the Purchase Price, plus or minus Closing adjustments ("Closing") shall be on **February 10, 2022** ("Closing Date"). Upon mutual agreement, the parties may select an earlier Closing Date.

6.2 Seller's Documents; Other Deliveries. On the Closing Date, Seller shall execute and/or deliver to the Purchaser the following:

- (a) A limited warranty deed to the Property;
- (b) Closing Statement; and
- (c) Such other documents as reasonably requested by Purchaser to effectuate the Closing.

6.3 Purchaser's Documents; Other Deliveries. On the Closing Date, Purchaser shall deliver to Seller the following:

- (a) The Purchase Price;
- (b) Closing Statement; and
- (c) Such other documents as reasonably requested by Seller to effectuate the Closing.

## SECTION 7. POSSESSION

7.1 Seller shall deliver exclusive possession of the Property to Purchaser on the Closing Date.

## SECTION 8. PRORATIONS AND EXPENSES

8.1 Real Estate Taxes and Assessments. Real property taxes, general and special assessments, and assessments for sewer, water, and other utilities, shall be prorated between the Seller and Purchaser as of the Closing Date.

8.2 Closing Costs. County/Seller shall pay: (a) the real property transfer taxes and conveyance fees, if any; (b) recording fees for the Deed; and (c) Broker's Fee (as later defined) in the amount of Twenty Two Thousand Five Hundred Dollars (\$22,500). Purchaser shall pay: (a) survey costs, if obtained; (b) the costs and fees for Inspections, if obtained; and (c) Broker's Fee in the amount of Twenty Two Thousand Five Hundred Dollars (\$22,500). County/Seller shall pay an amount not to exceed Two Thousand Dollars (\$2,000) for the costs and fees for the Title Commitment, Title Policy and Escrow Agent's fee and any amount over Two Thousand Dollars (\$2,000) shall be paid by the Purchaser.

## SECTION 9. MISCELLANEOUS

9.1 Damage or Destruction. If the Property suffers substantial damage prior to the Closing Date, upon written notice, either party may terminate this Agreement. The parties shall have no further obligations under this Agreement except for Purchaser's obligations to indemnify, defend and hold harmless shall survive the termination of this Agreement.

9.2 Broker. Purchaser and Seller negotiated the sale of the Property using Berkshire Hathaway Home Services Simon and Salhany Realty Inc., 205 W. Portage Trail Extension, Cuyahoga Falls, Ohio 44223 ("Broker"). The fee for the Broker's services is five percent (5%) of the Purchase Price which equals a fee of Forty Five Thousand Dollars (\$45,000) ("Broker's Fee"). The Purchaser shall pay Twenty Two Thousand Five Hundred Dollars (\$22,500) and the Seller shall pay Twenty Two Thousand Five Hundred Dollars (\$22,500) for the Broker's Fee on the Closing Date. The parties represent that no other broker was involved regarding the Property and no party shall be responsible for any fees or commissions for any broker used by the other party, except for the Broker's Fee.

9.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements.

9.4 Successor and Assigns. This Agreement shall be binding upon the heirs, successors, agents, representatives and assigns of the parties upon prior written consent of the parties which consent shall not be unreasonably withheld.

9.5 Review by Legal Counsel. Each party had the opportunity to review this Agreement with the assistance of legal counsel. The parties shall pay for their own legal fees.

9.6 Counterparts. This Agreement may be executed by all parties in counterparts and taken together shall constitute the entire Agreement.

9.7 Governing Law. The laws of the State of Ohio shall apply to this Agreement.



9.8 Modifications. No change or addition to this Agreement shall be valid unless in writing and signed by all parties.

**IN WITNESS WHEREOF**, the parties below have executed this Agreement effective as of the last date signed.

**SELLER:**

**PURCHASER:**

**COUNTY OF SUMMIT, OHIO**

**TKM GLOBAL TECHNOLOGIES, LLC,**

By: \_\_\_\_\_  
Ilene Shapiro Date  
Executive

By: \_\_\_\_\_  
Printed Name: Date  
Title:

Approved as to form:

By: \_\_\_\_\_  
Deborah S. Matz, Director  
Department of Law and Risk Management

**EXHIBIT A**

Legal Description for Property