

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Frazier,)	
Ltd. and Copley Business Center, LLC for)	Case No. 21-0197-ST-ATC
Approval for the Transfer of Certificates)	
of Public Convenience and Necessity Nos.)	
38 and 41.)	

**APPLICATION FOR THE TRANSFER OF
CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY NOS. 38 AND 41**

In accordance with Ohio Administrative Code § 4901:1-09, Frazier, Ltd. (“Frazier”) and Copley Business Center, LLC (“CBC”) collectively, (“Applicants”) jointly file this Application with the Public Utilities Commission of Ohio (the “Commission”) requesting the approval to transfer Certificates of Public Convenience and Necessity Nos. 38 and 41 (the “Certificates”) from Frazier to CBC. The Applicants request that the Commission approve this Application without requiring either the publication of legal notice or a hearing. In support of this Application, the Applicants state:

1. Frazier is a limited partnership which primarily owns real property, and was the former owner of the real property at 3636 Copley Road, Akron, Ohio 44321, which includes one building containing waterworks and sewage disposal facilities (the “Copley Road Property”).

2. CBC is an Ohio limited liability company established to purchase, manage, lease, rent and/or sell real property, including the Copley Road Property, and the real property at 1449-1459 Karl Drive, Akron, Ohio 44321 (the “Karl Drive Property,” and, collectively with the Copley Road Property, the “Properties”), and to engage in other business.

3. Frazier currently holds the Certificates for waterworks and sewage disposal facilities located upon the Copley Road Property that services the Properties.

**APPLICATION FOR TRANSFER OF CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY NOS. 38 AND 41**

4. In accordance with Ohio Adm. Code 4901:1-15-09(A), the Applicants request that the Commission approve the transfer of the Certificates from Frazier to CBC.

5. In accordance with Ohio Adm. Code 4901:1-15-09(C), copies of all agreements or other documents pertinent to the transfer that have been or will be entered into between the Applicants, including all documents pertaining to ownership or control of the waterworks and sewage disposal facilities, including the Purchase Agreement, Tittle Commitment, Settlement Statement, CBC's Formation and Tax Information, and the Deed for 3636 Copley Road, Copley, Ohio 4432 are attached to this Application as Exhibit A through Exhibit E respectively.

6. In accordance with Ohio Adm. Code 4901:1-15-09(D), within a reasonable time following the entry or order approving this Application, CBC will file, in its name, tariff documents, except for any changes ordered by the Commission.

7. In accordance with Ohio Adm. Code 4901:1-15-09(E), the Applicants represent that the waterworks and sewage disposal facilities are not being acquired from an individual, partnership, or corporation which has constructed or owned and operated the systems without authority from the Commission.

REQUEST FOR WAIVER OF LEGAL NOTICE AND HEARING

8. The Applicants respectfully request that the Commission grant this Application without requiring the publication of legal notice and without holding a hearing.

9. To enable the Applicants to timely consummate the transfer and to eliminate the possibility of unwanted financial or tax effects that may be associated with delay, the Applicants respectfully request that the transfer of the Certificates be approved as soon as practical.

10. Attached to this Application are the following Exhibits:

- A. Applicant's Purchase Agreement.
- B. Applicant's Title Commitment.
- C. Applicant's Settlement Statement.
- D. CBC's Formation and Tax Information.
- E. Deed for 3636 Copley Road, Copley, Ohio 44321.

WHEREFORE, the Applicants request that the Commission approve the transfer of the Certificates from Frazier to CBC, approve the requests for waivers of legal notice and a public hearing, and grant such other necessary relief as the Applicants may be entitled.

Dated:

Respectfully submitted,

/s/ Cory Novak

Jason D. Dodson (0078124)

Cory S. Novak (0099090)

ROETZEL & ANDRESS

222 S. Main St.

Suite 400

Akron, OH 44308

Direct Phone No.: 330.849.6707

Main Phone No.: 330.376.2700

Fax No.: 330.376.4577

Email: JDodson@ralaw.com

CNovak@ralaw.com

ATTORNEYS FOR COPLEY
BUSINESS CENTER LLC

EXHIBIT A

Purchase Agreement

OFFER, RECEIPT & ACCEPTANCE
THIS IS A LEGALLY BINDING CONTRACT, IF NOT
UNDERSTOOD, LEGAL COUNSEL SHOULD BE SOUGHT

1. OFFER TO BUY. At the instance of Hoff & Leigh Commercial Real Estate, the undersigned Buyer hereby offers and agrees to buy the undersigned Seller's property known for numbering purposes as 3636 Copley Rd., Copley, Ohio, Summit County Permanent Parcel Numbers 1501075, 1501489 & 1501491 (the "Property"). The Property shall include the land, 33,106 sq. ft office building, improvements and all appurtenant rights, privileges, and easements; all electrical, heating and plumbing fixtures; and all other equipment, fixtures and appurtenances therein and thereto belonging. All improvements, equipment, fixtures and appurtenances now thereon shall be delivered in their present condition, except for normal wear and tear upon filing the Deed (hereinafter defined) for record. (This Offer, upon acceptance by Seller, is hereinafter referred to as the "Agreement").

2. PURCHASE PRICE. Buyer agrees to pay as the purchase price (the "Purchase Price") the sum of Three Hundred ~~Thirty~~ ^{FIFTY-FIVE} Thousand Dollars (~~\$330,000.00~~ ^{\$355,000.00}) payable as follows:

(a) Earnest Money, is to be deposited in escrow with Wigley Title Company (the "Escrow Agent") upon acceptance of this Offer. **The Earnest Money shall be fully refunded in the event Buyer terminates this Agreement during the Due Diligence Period (DDP) inclusive of the Inspection Period and Financing Period, hereinafter defined.**

\$5,000.00 (TA) B KMF S

(b) The balance of the Purchase Price payable in immediately available funds, all or part of which may be mortgage proceeds, is to be deposited with the Escrow Agent and payable at Closing to Seller, subject to the prorations and expenses as hereinafter provided.

\$350,000.00 (TA) B KMF S
\$328,000.00

\$355,000.00 (TA) B KMF S
\$330,000.00

Total:

3. INSTRUMENTS OF CONVEYANCE. Seller shall furnish its warranty deed (the "Deed") conveying to Buyer, or nominee, title to the Property with dower rights, if any, released free and clear of all liens and encumbrances, whatsoever, except (a) zoning and building ordinances and regulations, if any, (b) taxes and assessments, both general and special, not yet due and owing, (c) easements, restrictions and conditions of record acceptable to Buyer, and (d) encroachments or other matters which would be disclosed by an accurate survey.

4. TITLE INSURANCE. Seller shall furnish Buyer an Owner's/Mortgagee's Fee Policy of Title Insurance on ALTA Form B-2006 (the "Title Policy") in the amount of the Purchase Price, issued through the Escrow Agent, as evidence or assurance that title has been conveyed as required hereunder. Upon acceptance of this Agreement, Seller shall cause a title search of the Property to be conducted and shall deliver to Buyer a preliminary title commitment (the "Commitment"), together with copies of documents excepted under Schedule B of the Commitment, for Buyer's review and acceptance within ten (10) days after its receipt of same. In the event that Buyer fails to notify Seller, in writing, of Buyer's objection to the encumbrances of record identified in the Commitment by the end of said review period, Buyer shall be deemed to have accepted the Commitment and all encumbrances of record identified therein. In the event that Buyer notifies Seller of an objection to the encumbrances of record, in writing within the stated time period, Seller shall then have thirty (30) days after receipt of written notice from

Buyer of Buyer's objections to cure the matters objected to either by removal of such exceptions or by the procurement of title insurance endorsements or by other resolution satisfactory to Buyer providing coverage against loss or damage as a result of such exception. Subject to Seller's monetary obligations to cure Monetary Liens (hereinafter defined), upon Buyer's failure to timely object to a specific item set forth in the Commitment, such item shall irrevocably be deemed acceptable to Buyer. If within said thirty (30) day period any such matter objected to is not cured, then at the expiration of said thirty (30) day period Buyer may, at Buyer's option, to be exercised by written notice to Seller, terminate this Agreement, in which event all funds and documents previously paid, deposited or advanced by Buyer shall be immediately returned to Buyer. Notwithstanding anything herein to the contrary, Seller shall be required to discharge, at Seller's sole cost and expense, at or prior to the Closing, all mortgages, deeds of trust, financing statements and other instruments evidencing or securing the repayment of debt, judgment liens and other liens of a liquidated amount evidencing a monetary obligation (excluding liens for general real estate taxes not due and payable) (all of the foregoing hereinafter collectively referred to as "Monetary Liens"), regardless of whether or not Buyer has notified Seller of Buyer's objection thereto. Except with regard to Monetary Liens, Seller shall not be obligated to cure any matters of title objected to by Buyer, and Seller shall have no obligation to cure any matters in connection with any survey obtained by Buyer to which it objects. Failure of Buyer to object to a Monetary Lien shall in no event be deemed a waiver of Buyer's right to require Seller to remove such Monetary Lien.

5. CLOSING DATE AND POSSESSION. Unless the parties otherwise agree in writing, the transaction contemplated by this Agreement shall close on or before 1/31/20. On the Closing Date, the Escrow Agent shall close the transaction contemplated hereby and shall file the Deed for record, provided that on or before the Closing Date all of the conditions required for the completion of this transaction shall have been satisfied or shall have been waived in writing by Seller and Buyer. Seller shall deliver possession of the Property to Buyer on the date of the filing of the Deed for record.

6. INSPECTION & FINANCING CONTINGENCY.

(a) Buyer shall have thirty (30) days from the date of Seller's acceptance of this Agreement (the "Inspection Period") to conduct, or direct its agents to conduct such physical inspections including, but not limited to, a structural and environmental audit, and other investigations of the property as may be reasonably required to assure Buyer that the Property is suitable for its intended use by Buyer, and that the Property is free of any physical or environmental defects which are unacceptable to Buyer. In the event that Buyer has failed to notify Seller, in writing, of its objection to the physical condition of the property within the Inspection Period, Buyer shall be deemed to have accepted the Property in its present condition except for normal wear and tear thereafter, but subject to the representations and warranties of Seller set forth in Paragraph 10. In the event that Buyer notifies Seller of its objection to the present condition of the Property in writing within the stated time period, this Agreement shall be declared null and void, and all funds and document deposited in escrow prior thereto shall be returned to the appropriate party, and each party shall be relieved of further liability, one to the other. If no objection, Closing shall follow within 7 days of the expiration of the inspection and financing period.

(b) Seller, promptly upon acceptance of this Offer, shall furnish Buyer for its review copies of any of the following which are in Seller's possession: any surveys, engineering reports, soil tests, environmental site assessments, citations, notifications, title abstracts and title insurance policies and such other items within Seller's possession as reasonably requested by Buyer. It is understood and agreed that Seller is not making any warranty or representation as to the truth, accuracy or completeness of the information so provided Buyer by Seller. Upon termination of this Agreement as provided herein, Buyer will promptly return to Seller all such information obtained from Seller and certify to Buyer in writing that all copies of such information have been destroyed. Buyer agrees it will keep confidential and not disseminate outside its employees or to its agents who reasonably need to know the information

in connection with the evaluation and acquisition of the Property, all of the information turned over by Seller to Buyer and all Buyer's written due diligence information.

7. PRORATIONS AND EXPENSES. Prepaid premiums on all insurance policies deposited in escrow, tenant rents, if any, and taxes and assessments, both general and special, shall be prorated by the Escrow Agent as of the date of filing the Deed for record. Any security deposits held by Seller will be turned over to the Buyer at closing. The parties shall prorate taxes and assessments based upon the last available tax duplicate. The Escrow Agent shall charge to Seller and pay out of the Purchase Price (a) the transfer tax required by law to be paid at the time of filing the Deed, (b) one-half (1/2) the cost of the Title Policy required hereunder, (c) any amounts due Buyer by reason of prorations, (d) the broker's commission payable by Seller, (e) one-half (1/2) of the escrow fee and the cost of discharging any Monetary Liens. Seller shall also pay directly all utility charges to the date of filing the Deed for record. Buyer shall pay (a) one-half (1/2) of the escrow fee, (b) the fee for filing the Deed, (c) the cost of any special endorsements required by Buyer, and (d) one-half (1/2) the cost of the Title Policy required hereunder. This Agreement shall serve as escrow instructions, subject to the Escrow Agent's usual conditions of acceptance where not contrary to any of the terms hereof.

8. RISK OF LOSS. If any buildings or other improvements which are part of the Property are damaged or destroyed and the same is not repaired or restored prior to the filing of the Deed for record, Buyer shall have the option to (a) receive the proceeds of any insurance payable in connection therewith, less any reasonable sums expended or incurred by Seller in connection therewith, together with the amount of Seller's deductible, or (b) rescind this Agreement, whereupon there shall be refunded to Buyer any amount paid or deposited by it.

9. BINDING AGREEMENT. Upon acceptance, this Offer shall become the Agreement for the purchase and sale of the Property, binding upon and accruing to the benefit of Buyer and Seller and their respective successors, heirs, executors, administrators, and assigns, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, warranties, or agreements. A signed copy delivered to the Escrow Agent by Seller, Buyer, or Broker shall constitute Escrow Instructions to which the Escrow Agent may attach its Receipt and Standard Conditions of Acceptance which are not inconsistent herewith.

10. SELLER'S WARRANTIES. Seller represents and warrants to Buyer as follows:

(a) That Seller is the owner of good and marketable title to the Property and has the capacity and authority to enter into this Agreement and to consummate the transaction contemplated herein.

(b) That neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will, in any material respect, constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement, instrument or lease to which Seller is a party, subject to any required consents or authorizations of, or notices to, third parties from whom such consents or authorizations will be obtained or to whom notice will be given prior to the Closing.

(c) That this Agreement and the consummation of the transaction contemplated hereby constitute the valid and enforceable and binding obligations of Seller.



(d) That to the best of Seller's actual and current knowledge, there is no litigation, proceeding or action pending or threatened against or related to the Property which could adversely affect the land or the improvements thereof or Buyer which questions the validity of this Agreement or any action taken or to be taken by Seller or Buyer pursuant hereto.

(e) That Seller is not a "nonresident alien," "foreign corporation," "foreign partnership," "foreign trust" or "foreign estate" within the meaning of the Internal Revenue Code and income tax regulations.

The warranties and representations set forth in this Paragraph 10 shall survive the delivery and recording of the Deed and shall not be deemed merged therein but shall expire without further action one (1) year after the Closing Date.

11. BUYER'S WARRANTIES. Buyer represents and warrants to Seller as follows:

(a) That Buyer has the capacity and authority to enter into this Agreement and to consummate the transaction contemplated herein.

(b) That all actions required to be taken under the laws of the State of Ohio, Buyer's By-Laws, Operating Agreement, or Partnership Agreement, if Buyer shall be any of such entities, to approve or authorize the execution of this Agreement and consummation of the transaction contemplated hereby have been taken.

(c) That this Agreement and the consummation of the transaction contemplated hereby constitute valid, enforceable and binding obligations of Buyer.

(d) That neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will constitute a violation of, be in conflict with or constitute a default under, or with the passage of time or delivery of notices or both, would constitute a default under any term or provision of Buyer's By-Laws, Operating Agreement, or Partnership Agreement or any agreement, lease or other instrument to which Buyer is a party or by which Buyer is bound.

(e) That Buyer has inspected and is familiar with the condition of the Property and is not making the purchase in reliance upon any statement or representations as to the condition of the Property made by Seller or Broker or other than as set forth in this Agreement.

The warranties and representations set forth in this Paragraph 11 shall survive the delivery and recording of the Deed and shall not be deemed merged therein but shall expire without further action one (1) year after the Closing Date.

12. NOTICES. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be deemed to be delivered (a) upon personal delivery to and receipt by the person to whom delivered or (b) three (3) days after deposit in U.S. registered or certified mail, return receipt requested, or (c) one business (1) day after the deposit with a nationally recognized overnight courier for "next day" delivery, in each case addressed to the parties at their respective addresses or telecopier numbers (as applicable) set forth in the signature blocks below.



13. BROKER'S COMMISSION: Each party represents and warrants to the other that no dealer, real estate agent or broker will be entitled to any commission or fee in connection with the sale of the Property hereunder other than Hoff & Leigh Commercial Real Estate. The Broker's commission shall be paid by Seller, and each party agrees to indemnify, defend and save the other harmless from and against any and all other claims for any such commissions or fees and from any attorneys' fees and litigation or other expenses relating to any claim arising out of or relating to the actions or conduct of such party.

14. ASSIGNMENT. Buyer may assign this Agreement and its rights hereunder to any other entity designated by Buyer which will assume the rights and responsibilities hereunder.

15. BREACH. Both parties acknowledge that actual damages in the event of breach would be difficult to establish and have agreed that each party shall have the following respective exclusive remedies in lieu of all other remedies hereunder. In the event of a breach of contract by Seller hereunder, Buyer shall have as its exclusive remedy the right of specific performance to compel Seller to transfer title to the Property. In the event of a breach of contract by Buyer hereunder, Seller shall be entitled to the Earnest Money as and for liquidated damages and not as a penalty.

16. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

17. SELLER'S OBLIGATIONS BEFORE CLOSING.

(a) Seller shall promptly notify Buyer of any suit, action, demand or other proceeding before any court or governmental body, authority or agency and any cause of action of which Seller has knowledge that relates to the Property or that might result in impairment or loss of Seller's title to the Property, the value thereof or that might interfere with Buyer's intended use of the Property.

(b) Seller shall comply in all material respects with all laws, rules, regulations, ordinances and orders of all local, state and federal governmental bodies, authorities and agencies having jurisdiction over the Property.

(c) Seller shall promptly notify Buyer if Seller fails to perform or comply with any covenant or agreement contained in this Agreement or it is reasonably anticipated that Seller will be unable to perform or comply with any covenant or agreement contained in this Agreement.

(d) From and after the date of this Agreement, Seller agrees to permit Buyer and Buyer's designees reasonable access to the Property for the purpose of making tests, measurements, investigations and inspections as contemplated by this Agreement and for the purpose of showing the Property to prospective lenders, and other interested parties. Buyer shall be responsible for promptly repairing and restoring the Property to its previous condition at the conclusion of such tests, measurements, investigations and inspections.

(e) Seller shall provide Buyer with reasonable cooperation and support in Buyer's efforts to obtain "Site Plan Approval" from the appropriate governmental authorities for Buyer's intended use of the Property, including execution by Seller of such applications and other documents reasonably required in connection with the foregoing.

(f) Seller shall not permit any new occupancy of, amend any existing lease or enter into any new lease for the Property, or any portion thereof, unless Buyer has previously approved such occupancy, lease or agreement in writing. Seller shall assign the Lease to Buyer at closing.

18. DISCLAIMER. The Property is being sold in its present "As Is" condition. Buyer acknowledges that it is not relying on any representations or warranties made by Seller as to the condition of the Property other than as may be expressly stated herein, nor is it relying on any representations on the part of Hoff & Leigh Commercial Real Estate. Buyer acknowledges that it is relying solely upon Buyer's own inspection and evaluation of the Property whether performed by Buyer or by Buyer's independent inspectors or contractors.

19. OPEN FOR ACCEPTANCE. This Offer to Purchase is open for acceptance until 6:00pm local time on 1/6/20 after which time, unless accepted prior thereto, it shall become null and void, the earnest money deposit shall be returned to Buyer, and each party shall be relieved of any liability, one to the other.

20. COUNTERPARTS: This offer may be accepted in counterparts.

21. SECTION HEADINGS. All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions of this Agreement.

22. MODIFICATION AND WAIVER. This Agreement, together with the exhibits and schedules attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties (including all previous oral and written communication). No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. Except as provided herein, no waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Except as provided herein, no waiver shall be binding unless executed in writing by the party making the waiver.

23. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

24. ENTIRE AGREEMENT: This Agreement contains the entire agreement between Seller and Buyer and the parties hereto are not bound by any agreements, understandings and conditions except those stipulated herein or in any subsequent written modification duly executed by the parties hereto.

[signature page to follow]



The parties have executed this Offer, Receipt & Acceptance on the dates set forth below each of their signatures.

BUYER:

By: Timothy J. Adkins

Name & Title: Timothy J. Adkins

Address: 151 Bayview Terrace

Telephone: 330-958-3200

Email: tadkins325@yahoo.com

Date: 1/4/2020

ACCEPTANCE

SELLER:

Kathleen Frazier

By: _____

Name & Title: Kathleen Frazier

Address: PO Box 4291 Copley, OH 44321

Telephone: Jim 330-352-7146

Email: jim.frazier32@gmail.com

Date: 1-5-20

Addendum -

As inducement to enter into this purchase agreement, The buyer wishes to obtain an option to purchase the 6 unit building next to the subject property. At closing, Seller agrees to grant the Buyer 60 days to exercise that right to purchase the property.

Timothy J. Adkins
Buyer

Kathleen Frazier
Seller

EXHIBIT B

Title Commitment



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Title One Agency, Inc. Issuing Office: 2800 W. Market Street

Commitment No. 2010067 Issuing Office File No.: 2010067

Property Address: 3636 Copley Road, Copley, OH 44321

Revision No.

SCHEDULE A

1. Commitment Date: January 13, 2020 at 6:00 a.m.
2. Policy to be issued:
 - (a) ☒ ALTA® Owner's Policy of Title Insurance (6-17-06)
☐ ALTA® Homeowner's Policy of Title Insurance (Rev. 12-2-13)
Proposed Insured: Copley Business Center LLC
Proposed Policy Amount: \$355,000.00
 - (b) ☐ ALTA® Loan Policy of Title Insurance (6-17-06)
☐ ALTA® Expanded Coverage Residential Loan Policy (Rev. 12-2-13)
Proposed Insured:
Proposed Policy Amount:
 - (c) ☐ 2006 ALTA® _____ Policy]
Proposed Insured: _____
Proposed Policy Amount: \$ _____
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the **FEE SIMPLE** estate or interest in the Land is at the Commitment Date vested in:

Frazier Ltd
5. The Land is described as follows:

See Appendix A

FIRST AMERICAN TITLE INSURANCE COMPANY

Issuing Agent: Title One Agency, Inc.

2800 W. Market Street

Akron, OH 44333

(330)867-6411

By Kimberly S. Gregory

Authorized Signature


Insurance fraud warning: any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of fraud.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 <i>First American Title™</i>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule B1 & BII	

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.

8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Items on the Plat of Westview Estates as recorded in Plat Book 48, Page 21 of the Summit County Records.
10. Easement to Ohio Edison recorded December 12, 1956 at 10:28 AM in Volume 3403, Page 284 of the Summit County Records
11. Easement to Ray Hanna recorded January 26, 1977 at 11:10 AM in Volume 5885, Page 539 of the Summit County Records
12. Agreement for constructing a sewer treatment plant and a water supply system recorded May 23, 1978 at 3:41 PM in Volume 5959, Page 527 of the Summit County Records.
13. Lease to The HDC Waterworks Company (an Ohio Corporation not for Profit) recorded May 2, 1979 at 8:17 AM in Volume 6110, Page 898 in of the Summit County Records.
14. Underground Easement to Ohio Edison Company recorded December 15, 1977 at 9:26 PM in Volume 6023, Page 605 of the Summit County Records
15. Right of Way and Easement to The Harvest Companies for Driveway purposes recorded in Volume 6371, Page 169 of the Summit County Records.
16. Agreement between First Benefits Agency Inc. and Harvest Companies Ltd to tap-in water and sewer lines recorded November 2, 1987 at 9:54 AM in Volume 7558, Page 297 of the Summit County Records.
17. Mortgage from Frazier Ltd., a Florida Limited Partnership, to The Huntington National Bank dated December 19, 2012 and filed on January 10, 2013 as Reception No. 5921765, of the Summit County Records, principal amount \$160,000.00.
18. Limited Partnership Agreement for Frazier Ltd recorded March 21, 1994 at 3:18 PM in Volume OR 1635, Page 1344, Summit County Records.

Taxes: Parcel No. 15-01075
\$14,275.06 per half year 1ST half 2019 now due and payable;
2nd half 2019 not yet due and payable.

Taxes: Parcel No 15-01491
\$1,037.45 , per half year 1st half 2019 now due and payable;
2nd half 2019 not yet due and payable.

Taxes: Parcel No. 15-01489
\$1,047.32 per half year 1st half 2019 now due and payable
2nd half 2019 not yet due and payable

Taxes: Parcel No. 15-06679
\$21.28 per half year 1st half 2019 now due and payable;;
2nd half 2019 not yet due and payable

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT C

Settlement Agreement

A. Settlement Statement

U.S. Department of Housing and
Urban Development

OMB Approval No. 2502-0265

FINAL

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number:

2010067

7. Loan Number:

8. Mortgage Insurance Case Number:

C. Note:

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:

COPLEY BUSINESS CENTER LLC
101 EAST NEW TERRACE
AKRON, OH 44314

E. Name & Address of Seller:

FRAZIER LTD
POST OFFICE BOX 4291
AKRON, OH 44321

F. Name & Address of Lender:

G. Property Location:

3636 COPLEY ROAD
COPLEY, OH 44321 (SUMMIT)
(15-01075, 15-01491, 15-01489)

H. Settlement Agent

TITLE ONE AGENCY, INC.
2800 W. MARKET STREET, AKRON, OH 44333 (330)867-6411

Place Of Settlement:

2800 W. MARKET STREET, AKRON, OH 44333
(330)867-6411

I. Settlement Date / Disbursement Date

2/4/2020 / 2/4/2020

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract sales price	\$355,000.00
102. Personal Property	
103. Settlement Charges to Borrower (line 1400) ✓	\$1,177.00
104.	
105.	

Adjustments for items paid by seller in advance

106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	

120. Gross Amount Due From Borrower

\$356,177.00

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or Earnest Money	\$5,000.00
202. Principal amount of new loan	
203. Existing loan taken subject to	
204.	
205.	
206.	
207. FEBRUARY 2020 RENT PRORATION ✓	\$19,724.14
208.	
209.	

Adjustments for items unpaid by seller

210. City/town taxes	
211. County taxes 1/1/2020 to 2/4/2020 @ \$32,762.22/Year ✓	\$3,043.48
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. Total Paid By/For Borrower

\$27,767.62

300. Cash At Settlement From/To Borrower

301. Gross Amount Due From Borrower (line 120)	\$356,177.00
302. Less Amounts Paid By/For Borrower (line 220)	\$27,767.62

303. Cash ☒ From ☐ To Borrower

\$328,409.38

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract sales price	
402. Personal Property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	

420. Gross Amount Due To Seller

500. Reductions In Amount Due To Seller

501. Excess deposit (see instructions)	
502. Settlement Charges to Seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan to The Huntington National	
505. Payoff of second mortgage loan	
506. See Addendum 506	
507. See Addendum 507	
508.	
509.	

Adjustments for items unpaid by seller

510. City/town taxes	
511. County taxes 1/1/2020 to 2/4/2020 @ \$32,762.22/Year	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	

520. Total Reduction Amount Due Seller

600. Cash At Settlement To/From Seller

601. Gross Amount Due To Seller (line 420)	
602. Less Deduction in Amt. Due To Seller (line 520)	

603. Cash ☐ To ☐ From Seller

EXHIBIT D

Copley Business Center's Formation and Tax Information



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/30/2020	202002301618	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

IMPORTERS DIRECT, LLC
1559 S. MAIN ST.
AKRON, OH 44301

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4428510

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
COPLEY BUSINESS CENTER, LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG

Effective Date: 01/23/2020

Document No(s):

202002301618



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
30th day of January, A.D. 2020.

Ohio Secretary of State

Form 533A Prescribed by:

Date Electronically Filed: 1/23/2020



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.govFile online or for more information: OhioBusinessCentral.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99**Form Must Be Typed****CHECK ONLY ONE (1) BOX**

- (1) ☒ Articles of Organization for Domestic
For-Profit Limited Liability Company
(115-LCA)

- (2) ☐ Articles of Organization for Domestic
Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company (Name must include one of the following words or abbreviations:
"limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd".)Optional: Effective Date (MM/DD/YYYY) (The legal existence of the corporation begins upon the
filing of the articles or on a later date specified that is not
more than ninety days after filing.)Optional: This limited liability company shall exist for

Period of Existence

Optional: Purpose

**** Note for Nonprofit LLCs**

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

Copley Business Center, LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

TIMOTHY J ADKINS

(Name of Statutory Agent)

151 BAYVIEW TERRACE

(Mailing Address)

AKRON

(Mailing City)

OH

(Mailing State)

44319

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, TIMOTHY J ADKINS, named herein as the
(Name of Statutory Agent)

Statutory agent for Copley Business Center, LLC
(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature TIMOTHY ADKINS

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Operating Agreement of COPLEY BUSINESS CENTER, LLC

This Operating Agreement (hereinafter "Agreement") is executed by and among Timothy J. Adkins, James D. House, Jack A. Marsillo (hereinafter Members), and sets forth the terms and conditions of this Operating Agreement.

Item I - Organization

Articles of Organization. This entity has been formed as a Limited Liability Company (hereinafter as "Company") in accordance with Chapter 1705 of the Ohio Revised Code upon the execution and filing with the Secretary of State of Ohio of the Articles of Organization.

Name. The name of this Limited Liability Company shall be Copley Business Center, LLC.

Duration. This Company shall exist indefinitely and perpetually.

Purpose. The purposes for which this Company is to be formed are:

- A. To purchase, manage, lease, rent and/or sell real properties located at 3636 Copley Road and 1449 Karl Drive, Copley, Ohio;
- B. To engage in any other business, related or unrelated to that described in (A) above, as approved by all of the Members.

Management. The day-to-day management of this Company shall be reserved to the Members upon the terms and conditions set forth in Item IV below.

Item II – Contributions

Initial Cash Contributions. Any initial contribution consisting of cash and corresponding membership interest are listed below. The signatures of the Members to this Agreement shall constitute acceptance of the value of the membership interest listed herein.

Member	Value or Cash Contribution	Membership Interest (%)
Timothy J. Adkins	\$190,000.00	50%
James D. House	\$152,000.00	40%
Jack A. Marsillo	\$38,000.00	10%

Additional Contributions. Members may make cash contributions so long as such contributions are made with the unanimous approval of the Members. Members may also make non-cash contributions so long as such contributions are made with the unanimous approval of the Members. No Member shall be compelled to make additional capital contributions, nor shall a Member be permitted to withdraw paid-in contributions or to be released from performing binding, written obligations to make contributions.

Item III - Books, Records and Accounting

Maintaining Books and Records. The character and extent of this Company's bookkeeping and record-keeping shall be such that said books and records (1) can be used for appropriate tax filing and computational purposes, (2) are kept in accordance with generally accepted accounting principles for the type and nature of the business, and (3) provide an accounting of each Member's membership interest, including without limitation all contributions and any agreements to bear liability or share in income or ownership. The books and records contemplated by this Item include without limitation the following:

A. True and full information regarding the status of the business and the financial condition of the Company;

B. Promptly after becoming available, a copy of the federal, state, and local income tax returns of the Company for each year;

C. A current list of the name and last known business, residence, or mailing address of each Member;

D. A current list of the name and last known business, residence, or mailing address of each Manager;

E. Copies of the articles of organization, all amendments to the articles, and any written powers of attorney pursuant to which the articles and the amendments have been executed;

F. Copies of this Agreement, all amendments and executed copies of any written powers of attorney pursuant to which this Agreement and any amendments have been executed;

G. All federal, state, and local income tax returns and reports;

H. Copies of any financial statements; and

I. Other information regarding the affairs of the Company that is just and reasonable.

Inspection. Each Member and Assignee, may view, examine and copy any of the records listed in this Item.

Preserving Books and Records. The Company books and records referred to in the preceding paragraph and contemplated by the operation of business in the ordinary course, shall be preserved during the term of the Company and for seven years thereafter, or for such longer time as is necessary to determine the cost basis of Company assets. Such books and records shall be kept at the Company=s

principal place of business as set forth in the Articles of Organization or its amendments, or if the Company dissolves, at a location in the Akron, Ohio area designated by the Management.

Item IV - Management

Management. Management of the Company shall be reserved to the Member or Members holding a majority of the membership interest. The Management shall be considered an agent of the Company for the purpose of its business, and each good faith act of the Management binds the Company, including the execution in the Company name of any instrument for carrying on the usual Company business. The persons or entities named in this paragraph as Managers, or the Members if management of the Company is reserved to the Members, shall be referred to herein, jointly and severally as the "Management."

Powers. The Management shall have the power to perform all acts, not inconsistent with the provisions of this Agreement that are necessary or desirable for the proper management of the Company. The powers listed below are guidelines for the execution of the Management's authority and are not meant to be all-inclusive or to be limitations of power except where specifically provided.

A. To acquire, hold, sell, or exchange any or all Company property in whole or in part;

B. To make or terminate agreements with any Members;

C. To vote any Company-owned stocks, bonds or other securities at any meetings of stockholders, bondholders or other security holders, and to delegate the voting power to attorneys-in-fact or proxies under power of attorney, restricted or unrestricted;

D. To compromise, adjust, arbitrate, sue, defend, abandon or otherwise deal with and settle claims in favor of or against the Company, or the Management acting in their official business-related capacities, as the Management deems best;

E. To make distributions to Members in cash or in kind, or partly in each,. This paragraph is subject to the provisions of Item below titled "Distributions";

F. To engage and compensate, agents, accountants, brokers, attorneys-in-fact, attorneys-in-law, tax specialists, realtors, clerks, custodians, investment counsel, other assistants and advisors. The Management may delegate to such persons any discretion deemed proper by the Management, and may do so without liability for any neglect, omission, misconduct or default of any such agent or professional representative, provided they were selected and retained with reasonable care. Under the provisions of this paragraph, the Management may contract with or hire Members to perform such special services as are contemplated by this paragraph;

G. To rely upon any affidavit, certificate, report, letter, note, telegraph, telephone conversation or any other communication believed by the Management to be sufficient and relevant to the terms and conditions of this Agreement. The Management shall be protected and held harmless with respect to all actions taken hereunder so long as the Management acts in good faith and without notice of or knowledge of changed circumstances or errors;

H. To open, make deposits in, withdrawals from, close and otherwise maintain checking, savings, custodial, and other accounts on behalf of the Company in such banks or other financial institutions as

are approved by a unanimous vote of the Members from time to time;

I. To negotiate, make, execute, conduct business under and terminate contracts necessary or proper with respect to the business of the Company;

J. To execute and file any forms, notices, certificates, statements, reports, tax or other returns, registrations, or other filings that are necessary or proper in the ordinary course of business;

K. To obtain business liability insurance covering the Company, Members, Manager, employees or other persons or entities acting on behalf of the Company;

Duties. It is the duty of the Management to manage, in good faith, the day-to-day activities of the Company reasonably, prudently and in keeping with sound principles of business management. In so doing, the Management must devote such time as is reasonable and necessary to carry out the business of the Company in furtherance of the Company's stated purposes. The Management duties shall include, without limitation, the following:

A. To prepare or have prepared, to execute and to file any forms, notices, certificates, statements, reports, tax or other returns, registrations, or other filings that are necessary or proper (1) to establish or continue the Company's existence as a limited liability company, (2) to maintain the Company's stated business purposes and (3) as required by law;

B. To the extent reasonably possible and appropriate, to cause all persons and entities dealing with the Company, or persons acting on behalf of the Company, to be aware of the Company's organization as a limited liability company.

C. To prohibit the use of Company funds or property for other than the benefit of the Company.

D. To provide each Member with a financial statement of the Company, a statement of a Member's capital account, and necessary tax forms (including without limitation federal, state and local income tax returns, franchise and sales tax returns, and employment-related returns) prepared by a certified public accountant. Such forms and statements are to be provided to each Member as soon as practicable after the close of the Company's taxable year and within such time as necessary for the filing of the Members' individual income tax returns.

E. To obtain and maintain on behalf of the Company such business liability, workers' compensation, errors and omissions, fidelity and other insurance, as may reasonably be deemed necessary or appropriate by the Management.

F. To use due care and diligence not to cause the Company to incur debts or other liabilities beyond the Company's ability to pay same.

Item V - Members and Assignees

Limited Liability. Except for the capital contributions specified in Item II "Contributions," Members and Assignees are not liable for any Company obligations or for the return of Company distributions except as provided by Chapter 1705 of the Ohio Revised Code or applicable law.

Members' Rights. Each Member is entitled to the rights enumerated below:

A. The right to vote on any matter requiring a Member vote in the same proportion a Member's interest bears to the total of all Member interests;

B. The right to adopt, by a unanimous vote of the members, By-Laws governing the management and operation of the Company;

C. The right to amend the articles of organization or this Agreement by the unanimous consent of all Members as provided in Item VIII below;

D. The right to accept, with the unanimous consent of all the Members, additional Members or Assignees;

E. The right to withdraw from the Company;

F. In addition to the rights set forth in this section titled "Members Rights", each Member shall have the rights of an Assignee as specified in the next section.

Assignees Rights. An Assignee is a person or entity that has an ownership interest in the Company but has none of the rights of a Member as specified above. An Assignee, while not having the rights specified above as Member's rights, has the following rights:

A. The right to inspect the Company's books and records as described in Item III titled "Books, Records and Accounting - Maintaining Books and Records."

B. The right to share in profits, losses, income, gains, deductions, credits or similar financial benefits or liabilities in the same proportion their membership/ownership interest bears to the total of all Member and Assignee interests unless special allocations are applicable as provided in Item VI, below.

C. The right to receive distributions as specified in Items VI and VII below.

Transfers of Interest. No Member shall transfer, sell, pledge or otherwise encumber all or any part of their membership interest except with the written consent of all other Members.

Item VI - Allocations and Distributions

In General. The Management may, at any time in the Management's sole discretion, make distributions of cash or property to the Members and Assignees in the same proportion their membership/ownership interest bears to the total of all Member and Assignee interests. Unless otherwise unanimously agreed by the Members, any non-cash distributions shall be made pro rata in kind to the Members.

Limitations. Regardless of the foregoing paragraph, the Management shall not make any distributions, except to the extent that the Company funds or assets available for distribution are in excess of the Company's current expenses and such reserves as are reasonable and prudent to maintain in the context of the Company's stated purpose and continued existence.

Special Allocations. The Management may, with the unanimous consent of all Members, provide for the special allocation of items of income, gain, loss, depreciation, deduction or credit,

provided that the special allocations have substantial economic effect as required by applicable Federal tax law.

Item VII - Dissolution

In General. The Company shall be dissolved and liquidated, upon the occurrence of any of the following events:

- A. The bankruptcy or insolvency of any Member;
- B. A unanimous vote of the Members to dissolve the Company;
- C. The expiration of the period, if any, fixed by the articles of organization or this Agreement and any amendments for the duration of the Company;
- D. The withdrawal of any Member from the Company unless the remaining members vote unanimously to continue operation of the Company; or
- E. Entry of a decree of judicial dissolution under section 1705.47 of the Ohio Revised Code.

Election to Continue. If, within ninety days of the occurrence of one of the dissolution triggering events referred to in this Item, the remaining Member or Members, by unanimous vote, decide to continue the Company, the Company shall continue operating under the terms and conditions of this Agreement.

Liquidation. Upon the occurrence of any of the triggering events described in this section, the Manager shall prepare and file the necessary documents to effectuate a dissolution in accordance with Chapter 1705 and other applicable sections of the Ohio Revised Code. At the same time, the Manager shall proceed to wind up the affairs of the Company, liquidate its assets, and distribute the assets or proceeds in accordance with this Agreement. Any funds, property or other assets remaining after the Manager has paid all debts, liabilities and expenses of the Company shall be distributed to the Members and Assignees according to their respective, pro-rata share of ownership as reflected by the balances in their Capital Accounts. Notwithstanding such withdrawal, the withdrawing Member shall have all voting rights of a Member until the liquidation and distribution herein provided for shall have been completed.

Final Accounting. Each Member shall be provided with a statement, prepared by a certified public accountant, setting forth the Company's assets and liabilities on the date of liquidation.

Item VIII - Amendments

This Agreement shall only be amended by providing a written copy of the proposed amendment to all Members at their addresses of record and obtaining the unanimous consent of the Members to adopt the proposed amendment.

Item IX - Miscellaneous

Notices. Notices to the Company shall be sent registered or certified mail, return receipt requested, to the Management at the Company's principal place of business as provided in the Articles of Organization. Notices to Members shall be sent registered or certified mail, return receipt requested, at the Member's address as provided in the Company records.

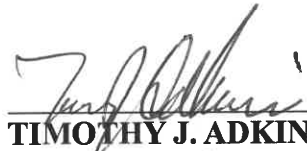
Entire Agreement. This Agreement together with any Exhibits and attachments represents the entire agreement among the parties and supersedes any prior agreements. The parties specifically deny the existence of any other oral or written agreements relating, directly or indirectly to the subject matter of this Agreement.

Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

Severability. In the event any provision of this Agreement is held to be invalid, the remaining provisions of the Agreement shall continue in full force and effect.

Headings. The headings and titles used in this Agreement are for reference purposes only and shall not affect or alter the meaning or interpretation of this Agreement.

The undersigned have set their hands this 3rd day of February, 2020.


TIMOTHY J. ADKINS

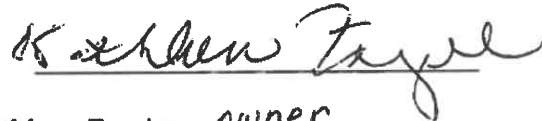

JAMES D. HOUSE


JACK A. MARSILLO

IN WITNESS WHEREOF, the company has set its hand and seal this 3rd day of February, 2020.

Frazier Ltd.

By:



Kathleen Frazier, owner

ACKNOWLEDGMENT

State of Ohio)
) ss
County of Summit)

Before me a Notary Public in and for said county and state, personally appeared Frazier Ltd, by Kathleen Frazier who acknowledged the signing of the foregoing instrument to be the free act and deed of the company and of him/her personally as such member/officer.

In Testimony Whereof, I have hereunto set my hand and official seal at Akron, Ohio this 3rd day of February 2020.



Notary Public
My commission expires _____

This instrument prepared by:
Robert P. Campbell
Attorney at Law
Akron, Ohio

KAREN L. LEWELLYN, NOTARY PUBLIC
Residence - SUMMIT
State Wide Jurisdiction, Ohio
Expiration Date 04/08/2023



DOC # 56523656



EXHIBIT E

Deed for
3636 Copley Road, Copley,
Ohio 44321

02/04/20 # 1640
KRISTEN M. SCALISE CPA, CFE
Summit County Fiscal Officer
\$ 1420 Fee \$ 355,000 Consideration
☒ Transferred
☐ Transfer Not Necessary
by SB, Deputy Fiscal Officer
In compliance with ORC 219.202

2-4-2020
Descriptions Approved by Tax Maps
CP/352
Approval Good for 30 Days From: MC

GENERAL WARRANTY DEED
from a company

KNOW ALL MEN BY THESE PRESENTS THAT

Frazier LTD, *Partnership*

A Florida Partnership registered in the State of Ohio

the Grantor,

claiming title by or through instrument previously recorded in the Summit County Records,
for the consideration of One Dollar and Other Valuable Consideration (\$1.00 & O.V.C.)
grants, with GENERAL WARRANTY covenants, to

Copley Business Center, LLC,

the Grantee,

whose tax mailing address will be:

3636 Copley Road, Copley, Ohio 44321

the following described premises:

Situated in the Township of Copley, County of Summit and State of Ohio: And known
as Lots Number Fifty(50), Fifty-One (51) and Fifty-Two (52) of the Westview Estates
Allotment as recorded in Plat Book 48, Pages 21 to 24 of Summit County Records of Plats.

Parcel No. 15-01075 Routing No. CP-00352-02-014.000
Parcel No. 15-01489 Routing No. CP-00352-02-015.000
Parcel No. 15-01491 Routing No. CF-00352-01-001.000
Parcel No. 15-06679

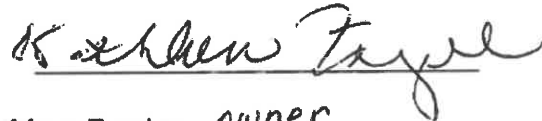
DOC # 56523656



IN WITNESS WHEREOF, the company has set its hand and seal this 3rd day of February, 2020.

Frazier Ltd.

By:



Kathleen Frazier, owner

ACKNOWLEDGMENT

State of Ohio)
) ss
County of Summit)

Before me a Notary Public in and for said county and state, personally appeared Frazier Ltd, by Kathleen Frazier who acknowledged the signing of the foregoing instrument to be the free act and deed of the company and of him/her personally as such member/officer.

In Testimony Whereof, I have hereunto set my hand and official seal at Akron, Ohio this 3rd day of February 2020.


Notary Public
My commission expires _____

This instrument prepared by:
Robert P. Campbell
Attorney at Law
Akron, Ohio

KAREN L. LEWELLYN, NOTARY PUBLIC
Residence - SUMMIT
State Wide Jurisdiction, Ohio
Expiration Date 04/08/2023



DOC # 56523656



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/2/2021 4:13:51 PM

in

Case No(s). 21-0197-ST-ATC

Summary: Application In the Matter of the Application of Frazier, Ltd. and Copley Business Center, LLC for Approval for the Transfer of Certificates of Public Convenience and Necessity Nos. 38 and 41. electronically filed by Mr. Cory Novak on behalf of Copley Business Center, LLC