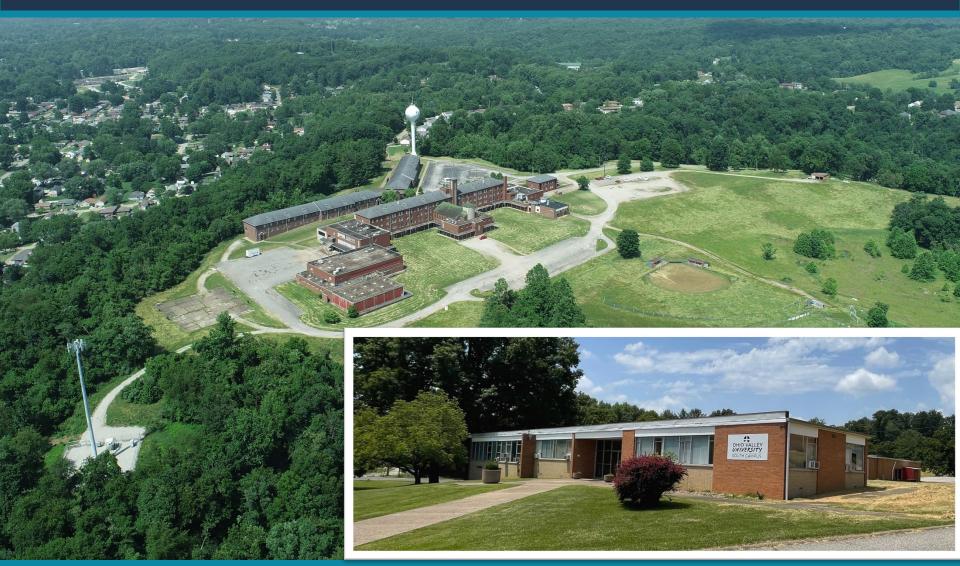
Information Memorandum

Former Campus of Ohio Valley University 1 Campus View Drive, Vienna, WV





Disclaimer

Keen-Summit Capital Partners LLC ("Advisor") have been engaged by ABTV Receivership Services, LLC the court –appointed special receiver ("Receiver") of Ohio Valley University, Inc. ("Client") in the Circuit Court of Wood County, West Virginia (Case No. 22-C-21), as exclusive advisor for this offering.

Client is seeking to sell its real estate holdings, which includes extensive improved and unimproved real property assets and any subsurface rights (which shall hereinafter be referred to as the "Property").

By receiving this Information Memorandum and/or participating in the sales process and/or contacting the Client and/or Advisor, you ("Prospect" or "you") agree to the following terms and conditions. If you do not agree to these terms and conditions, immediately return this Information Memorandum to Advisor and do not participate in the sales process. Your participation in the sales process shall constitute your express agreement to the following terms and conditions.

In connection with your request for information ("Information") related to the Property and the sales process and your interest in purchasing all or a portion of the Property (a "Transaction"), the Client hereby agrees to disclose information to Prospect and to engage in conversations and negotiations with you, subject to the understandings, terms and conditions set forth below.

- 1. The Property in whole or in parts, is being offered AS-IS, WHERE-IS, with ALL FAULTS.
- 2. The Information:
 - a. has been prepared for informational purposes only, and
 - b. has been prepared from materials supplied by the Client, local municipalities and other sources deemed reliable.
- 3. Although the Client and Advisor will endeavor for the Information to contain data known to them which they believe to be relevant for the purpose of Prospect's investigation, Prospect understands and agrees that, except pursuant to the APA to be entered into between the Client and Prospect in connection with a Transaction, none of the Client, Advisor or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives:
 - a. have made or make and expressly disclaim making any written or oral statements, representations, warranties, promises or guarantees, whether express or implied or by operation of law or otherwise, with respect to the Property or with respect to the accuracy, reliability or completeness of the Information, or
 - b. shall have any liability whatsoever to Prospect or any of Prospect's Representatives relating to or resulting from the use of the Information, alleged acts or omissions, or any errors or omissions in the Information.
- 4. Without limiting the generality of the immediately preceding paragraph, the Information may include certain statements, estimates and projections with respect to the Property. Such statements, estimates and projections reflect various assumptions made by the Client, and/or Advisor, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such assumptions, statements, estimates or projections. The only information that will have any legal effect will be specifically represented in the APA.
- 5. The Information has been prepared to assist Prospects in making their own evaluation of the offering and does not purport to be all-inclusive or to contain all of the information that interested parties may desire. Advisor have not assumed responsibility for independent verification of any of the information contained herein and has not in fact in any way audited such Information. In all cases, interested parties should conduct their own investigation and analysis of the offering, conduct site inspections and scrutinize the Information. Prospects should engage legal counsel, accountants, engineers and/or such other professional advisors as Prospects deem appropriate for evaluating the Property.



Disclaimer

- 6. Prospect agrees that no contract or agreement providing for any Transaction shall be deemed to exist between Prospect and Client unless and until Prospect and the Client execute and deliver a final definitive APA, and Prospect hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any Transaction unless and until Prospect and the Client shall have executed and delivered an APA. Prospect also agrees that unless and until Prospect and the Client shall have executed and delivered an APA, neither Prospect nor the Client will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this document except for the matters specifically agreed to herein. Prospect further acknowledges and agrees that the Client reserves the right, in their sole discretion, to reject any and all proposals made by Prospect or Prospect's Representatives with regard to a Transaction, and to terminate discussions and negotiations with Prospect at any time. Prospect further understands that the Client shall be free to establish and change any process or procedure with respect to a Transaction as the Client in their sole discretion shall determine (including, without limitation, negotiating with any other interested party and entering into a final definitive agreement relating to a Transaction with any other party without prior notice to Prospect or any other person).
- 7. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to conflict of law principles (that might dictate the application of the laws of another jurisdiction). Prospect hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the State of West Virginia for any lawsuits, claims or other proceedings arising out of or relating to the Property, the sales process, the Information, this Confidential Information Memorandum and/or the alleged acts or omissions of Client, Advisor or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives. Prospect hereby further irrevocably and unconditionally waives the right to, and agrees not to plead or claim that any such lawsuit, claim or other proceeding brought, has been brought in an inconvenient forum. Prospect expressly waives all right to trial by jury in any action or proceeding arising out of or relating to the Property, the sales process, the Information, this Confidential Information Memorandum, and/or the alleged acts or omissions of Client, Advisor or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives..
- 8. It is understood that Advisor will arrange for appropriate contacts for due diligence purposes. All:
 - a. communications regarding a possible Transaction,
 - b. requests for additional information,
 - c. requests for inspections,
 - d. discussions regarding making an offer and/or participating in the sales process, and/or
 - e. discussions or questions regarding procedures in connection with any possible Transaction,

must be submitted or directed exclusively to Advisor. Neither Prospect nor Prospect's Representatives will initiate or cause to be initiated any communication with any employee or representative of the Client including the managing agent concerning the Information or a Transaction.



Table of Contents

Opportunity Highlights & Offer Breakdown	5
Parcel and Campus Section Breakdown	6
Tax Map with Parcel Lines	7
Campus Aerial	8
North Campus – Details and Photos	9-21
Stotts Administration Building, Smith & Rampy Halls, Implementation Shed & Athletic Field	ls
South Campus – Details and Photos	22-30
Athletic Administration Building & Erickson Theatre; Church Hall Dorm; Clark Hall Dorm; For Lowland Hall Dorm; and Maintenance Shed	ox Dining Hall; Garman Hall;
Gym/Snyder Activity Center – Details and Photos	31-32
Non-Contiguous Vacant Lots	33-35
Aerial	36
Map – Location, Transportation & Access	37
Demographics & Traffic Count	38
Contact Information	39



Opportunity Highlights & Offer Breakdowns

Ohio Valley College (North Campus) opened in September 1960. In 1963, the South Campus opened with additional buildings added in the following years. Ohio Valley merged with Northeastern Christian Junior College and purchased the former St. Joseph's Seminary, which included 134 acres of land located less than a mile from the original campus and expanded to fill both campuses, becoming Ohio Valley University in 2005. Suffering from a decreased enrollment, the college made the difficult decision to suspend operations in December 2021.

This provides a buyer with a unique opportunity to own a college campus, which may potentially be used for educational use, healthcare or treatment center, corporate retreat, other community uses or redevelopment.

- A. North Campus: Total of 255,382 SF across 3 buildings
 - Stotts Administration Building (Built 1963; 196,338 SF, 4 stories); Johnson Center for Biblical Studies (Built in 2002, 3,865 SF, 3 stories)
 - Rampy Dorm (24,919 SF, 2 stories);/Smith Dorm (25,996 SF, 2 stories); Commons Area (3,400 SF, single story)
 - Implement Shed (864 SF)
- B. South Campus: Total of 58,154 SF across 7 buildings
 - Church Hall Dorm (Built in 1963, 8,125 SF, 8 units, 16 beds)
 - Clark Hall Dorm (Built in 1963, 8,125 SF, 8 units, 16 beds)
 - Lowland Hall Dorm (Built 1963, 5,400 SF, 3 units, 10 suites total 20 beds, each w/ a bathroom)
 - <u>Garman Hall</u> (Built in 1975, 7,540 SF, Flex Space/Baseball Hitting Cage)

- Fox Dining Hall (Built in 1973, 14,336 SF, Wresting Room Upstairs, Student Center Downstairs) [This is not presently its own lot but the seller may consider subdividing to sell individually]
- Athletic Administration Building & Erickson Theatre (Built in 1963, 10,628 SF, Athletic Department with weight room and Theatre)
- Maintenance Shed (Built in 1973, 4,000 SF)
- C. Gym/Snyder Activity Center: Built in 1978, 13,540 SF on 1.90 acres
- D. Non-Contiguous Vacant Lots



North Campus

South Campus



Gym/Snyder Activity Center

Parcels 1 otaling 255.22	2+/- Acres, Zonir	ng District I, (Residential) Gym/Snyder Activity Center
# PARCEL	ADDRESS	ACRES SUMMARY OF IMPROVEMENTS (Provided by OVU)
154-04-0110-00P1-0000	Route 1	0.39
2 54-04-0150-000A-0000	15th Vienna Ave	10.46
3 54-04-0150-00A1-0000	Ohio Riv	5.31
4 54-10-0040-0002-0000	19th St	14.43
5 54-10-0040-0003-0000	19th St	5.00
6 54-10-0040-0004-0000	19th St	18.65 North Campus: Total of 255,382 SF across 3 buildings
54-10-0040-0006-0000 7	19th St	 Stotts Administration Building (Built 1963; 196,338 SF, 4 stories); and attached Johnson Center for Biblical Studies (Built in 2002, 3,865 SF, 3 stories) 25.06 • Rampy Dorm (24,919 SF, 2 stories); Smith Dorm (25,996 SF, 2 stories); Commons Area (3,400 SF single story) • Utility Shed (864 SF)
8 54-10-0040-0007-0000	20th St	19.47
9 54-10-0040-0008-0000	20th St	33.22 North Campus: • Athletic Fields
10 54-04-0150-0001-0000	Dempsie Ave	0.22
11 54-04-0150-000B-0000	Rear Of Briscoe Rd	12.40
12 54-04-0150-000D-0000	S Campus View Dr	22.65
13 54-04-0150-000E-0000	Briscoe Rd Rear	44.94
14 54-04-0150-000O-0000	Dempsie Ave	1.20
54-04-0150-00E1-0000	College Pkwy	South Campus: Total of 58,154 SF across 7 buildings • Church Hall Dorm (Built in 1963, 8,125 SF, 8 units, 16 beds) • Clark Hall Dorm (Built in 1963, 8,125 SF, 8 units, 16 beds) • Garman Hall (Built in 1975, 7,540 SF, Flex Space/Baseball Hitting Cage) • Lowland Hall Dorm (Built 1963, 5,400 SF, 3 units, 10 suites total 20 beds, each w/ a bathroom) • Fox Dining Hall (Built in 1973, 14,336 SF, Wresting Room Upstairs, Student Center Downstairs) **IThis is not presently its own lot but the seller may consider subdividing to sell individually.* • Athletic Administration Building & Erickson Theatre (Built 1963, 10,628 SF; Offices, Theatre, Weight room) • Maintenance Shed (Built in 1973, 4,000 SF)
16 54-04-0150-0F12-0001	College Pkwy	0.00
17 04 150000L00000000	Dempsie Ave	1.08
18 04 15000O100000000	Dempsie Ave	7.00
19 54-04-0150-00F4-0000	Jug Run Rd	1.85 Gym/Snyder Activity Center: Built in 1978, 13,540 SF
20 54-04-0150-00F5-0000	Briscoe Rd	0.05
TOTAL		255.22





Ohio Valley University



North Campus

Stotts Administration Hall: Built in 1963; 196,338 SF, 4 stories; and attached Johnson Center for Biblical Studies (Built in 2002, 3,865 SF, 3 stories)







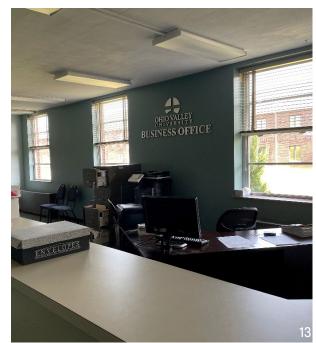














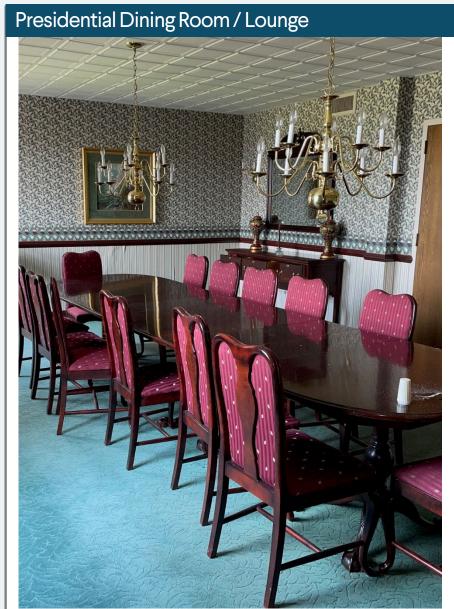




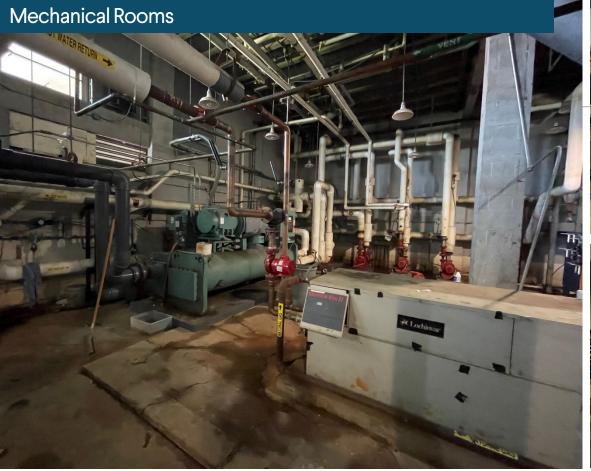


















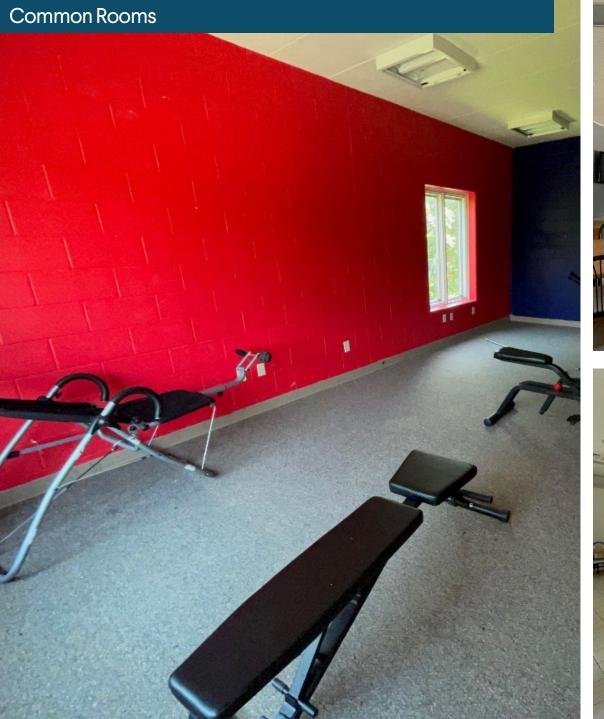












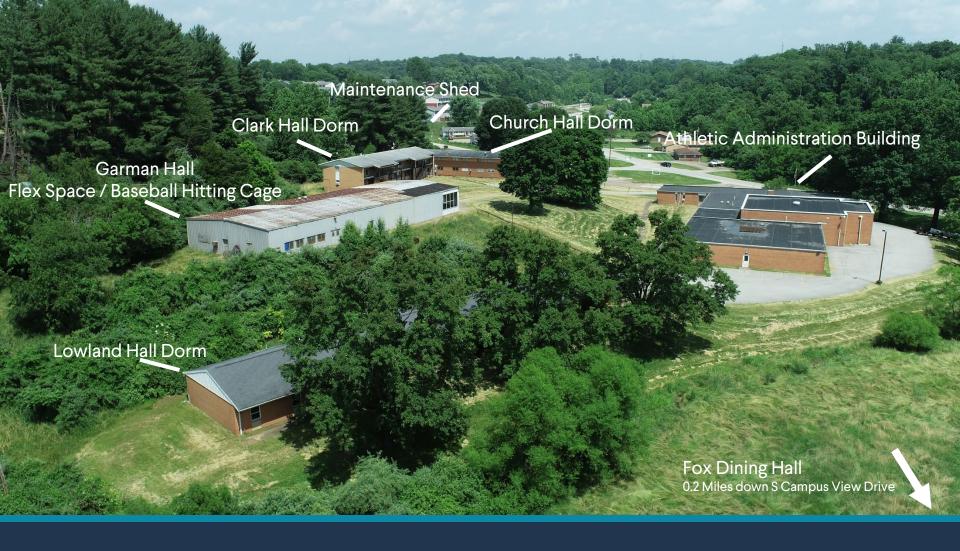












South Campus







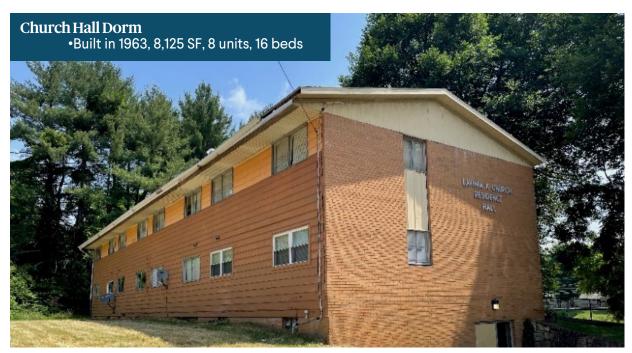


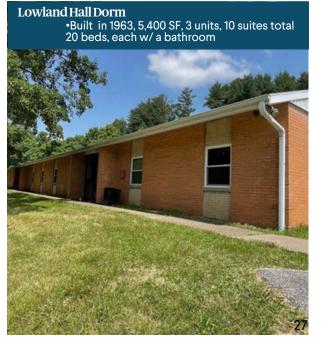












Garman Hall: Built in 1975, 7,538 SF, Flex Space/Baseball Hitting Cage

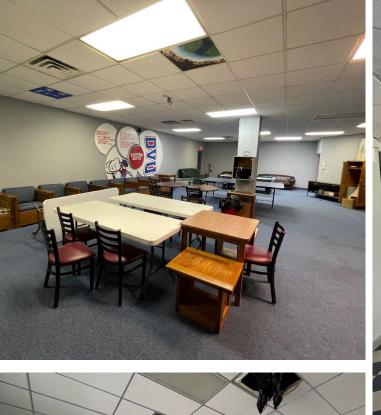








































Non-Contiguous Vacant Lots



#	PARCEL	ADDRESS	ACRES	NOTES
10	54-04-0150-0001-0000	Dempsie Ave	0.22	2 Residential Trailers
12	54-04-0150-000D-0000	S Campus View Dr		Tax Assessor Includes Another Parcel Adjacent to the Campus
14	54-04-0150-0000-0000	Dempsie Ave	1.20	
16	54-04-0150-0F12-0001	College Pkwy	0.00	
17	04 150000L00000000	Dempsie Ave	1.08	
18	04 15000O100000000	Dempsie Ave	7.00	

Washington, WV Tax Map with Parcel Lines

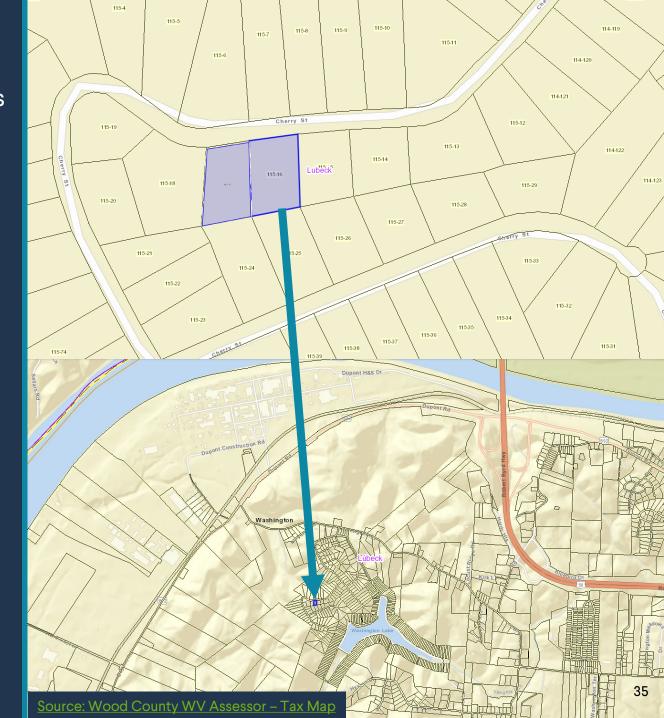
According to Wood County WV, Tax Assessor Owned by Ohio Valley College Inc.

Cherry Street Parcel ID: 54-03-0115-0016-0000 0.28+/- Acres

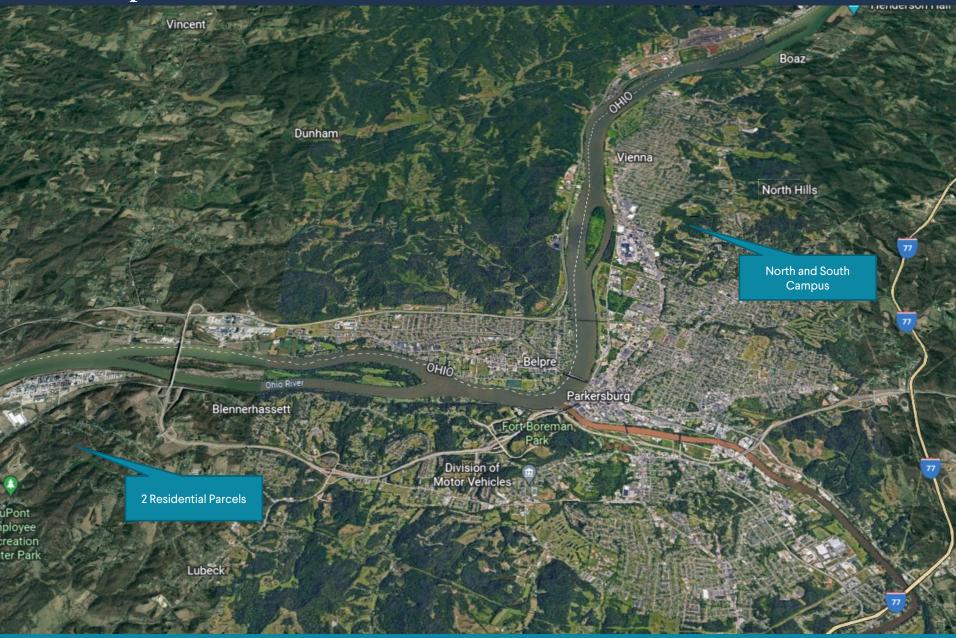
Cherry Street Parcel ID: 54-03-0115-0017-0000 0.26+/- Acres

Location: 39°15'20.6"N 81°39'48.2"W

Note: These parcel are located 11 miles southwest of the campus

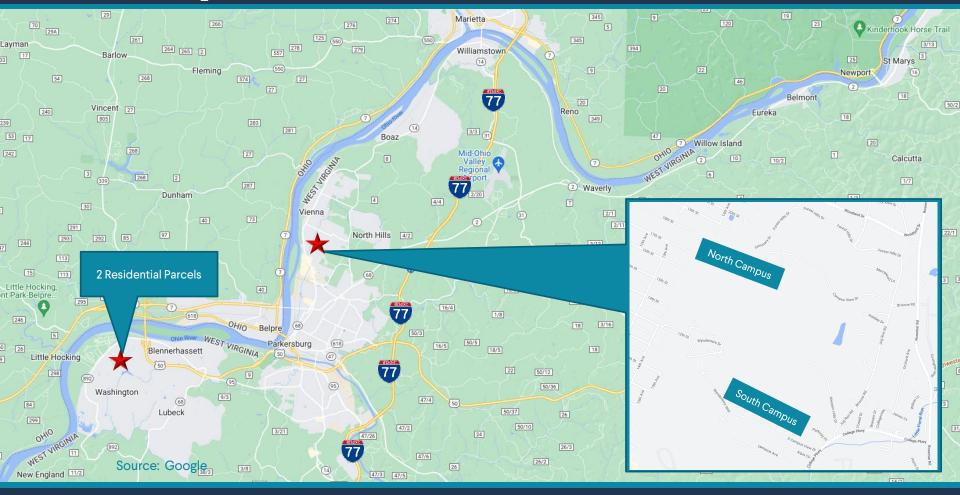


Aerial Map



Source: Google Earth

Location, Transportation & Access





Airports:

Mid-Ohio Valley Regional Airport: 9.2 miles
John Glenn Columbus Int'l Airport: 115
miles

Pittsburgh Int'l Airport: 135 miles



Roadway Access:

- Interstate-77: 4.7 miles
- Route-7: 4.7 milesInterstate-70: 58.3 miles
- Interstate-64: 87.8 miles



Public Transportation:

Mid-Ohio Valley Transit Authority –

Vienna Route 1: 2.4 miles



Distances to Major Cities:

- Parkersburg, WV ~4 miles
- Charleston, WV ~85 miles
- Columbus, OH ~ 112 miles
- Pittsburgh, PA ~ 160 miles

Demographics & Traffic Count

2-mile highlights





2022 Population 17,647

Annual Growth -0.6%







Median Home Value \$125,883

Population

	2 mile	5 mile	10 mile
2010 Population	19,066	56,639	114,155
2022 Population	17,647	53,485	109,418
Annual Growth 2010-2021	-0.6%	-0.5%	-0.3%
Median Age	43.6	43.8	44
Ave Household Size	2.2	2.2	2.3

Housing

	2 mile	5 mile	10 mile
Median Home Value	\$125,883	\$120,518	\$133,264

Income

	2 mile	5 mile	10 mile
Avg Household Income	\$59,041	\$58,102	\$64,101
Median Household Income	\$44,053	\$42,851	\$48,538

Traffic

Collection Street	Cross Street	Traffic Volume	Count Year	Distance from Property
Jug and Hoagland Run Ave	Rosemar Rd W	1,326	2018	1.56 mi
County Road 51	Twp Rd 1305 W	940	2022	1.59 mi
JOE SKINNER RD	Twp Rd 1305 W	912	2020	1.59 mi
Emerson Ave	Central Ave NE	14,400	2018	1.61 mi
JOE SKINNER RD	T1160 S	370	2020	1.69 mi
County Road 51	T1160 S	373	2022	1.69 mi
Willard Rd	Ridge Rd W	70	2018	1.96 mi
Ohio State Route 7	Lockhart St SW	11,430	2022	2.33 mi
RAMP B	Lockhart St SW	10,927	2020	2.33 mi
RAMP C	Gibbens Ln SW	5,061	2020	2.45 mi

Source: CoStar

Contact Information

All communications, inquiries and requests for information relating to these materials should be addressed to Keen-Summit Capital Partners LLC.

INSPECTIONS ARE BY APPOINTMENT ONLY

Interested parties must contact Keen to schedule access and not visit the premises on their own.

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