



ABSOLUTE

Real Estate Auction
Thursday, June 25th @ 11:00AM
1436 Yankee Park Place
Centerville, Ohio 45458
Auction held off-site at:



Hilton Garden Inn
3520 Pentagon Blvd., Beavercreek, Ohio 45431
(5 additional properties selling in this event)
Online Bidding available at www.BidNowllc.com

Sells Regardless of Price! No Minimum & No Reserve!
Income Producing!



Description: 5,100+ SF Office Condominium built in 1983. 50% occupied with current rents generating \$1,493 per month. Great location close to Dayton Mall & Southview Hospital. Easy access to I-675 and I-75. Fantastic Owner-occupant opportunity! Tax appraised at \$164,280. Sells to the highest bidder regardless of price!

Open Inspection: Monday, June 22nd 2:00pm to 3:00pm

Montgomery County PID: O67 28409 0001 **Annual Taxes:** \$5,236.38

Terms: Sells subject to highest bidder regardless of price with no contingencies for financing or inspection. 10% buyer's premium in effect. Short tax proration. Buyer pays all closing costs. Warranty deed at closing with no liens or encumbrances.

Deposit and Closing: Successful bidder will be required to deposit 10% of the final contract price by cash or check with proper ID PAYABLE to M & M Title Company which will be your non-refundable deposit if you are the successful bidder. Close within 20 days of Auction.

Realtor Participation: 2% Commission available to Ohio Licensee representing a successful bidder who closes on transaction. To collect a commission, Realtor's must: 1) Register your bidder no less than 24 hours prior to auction; 2) Accompany your client to the scheduled inspection; 3) Accompany your client to the auction; 3) Guide buyer to closing. **NOTE: If bidding online, you must register your client prior to their registering online.**

Tim Lile, CAI - Auctioneer
(937)689-1846
timlileauctioneer@gmail.com
Ohio Real Estate Auctions, LLC

Disclaimer: Information contained herein was obtained from sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC Auctioneers nor their agents will be responsible for any errors or omissions regarding information provided by same. Announcements made at the auction will take precedence over written material or any other statements made prior to the auction. Buyers should carefully verify all information and make their own decision as to the accuracy thereof before relying on same.

Yankee Office Park Lease Agreement

THIS OFFICE LEASE AGREEMENT is made between Dr. and Mrs. Gabriel, (OWNER), RCF Properties Inc, (AGENT) on behalf of the owner, and Dennis Kollhof /Kollhoff International, Inc.(TENANT). For good and valuable consideration it is agreed between the parties as follows:

1. LEASE

Owner leases to the Tenant the Office(s) located in Suite B at 1436 Yankee Office Park. In Dayton, Ohio(Leased Premises), attached as Exhibit A, collectively the (Property).

2. RENT

- a. Tenant shall pay rent to the Owner's agent RCF Properties Inc. (AGENT) for the Leased Premises on the following basis in equal monthly installments.

	<u>Month</u>	<u>Annual</u>
Square Footage <u>80</u>	\$50.00	\$600.00

- b. For any renewal term, regardless of the length of such renewal term, rent shall be a sum equal to the annual rent in effect during the preceding year plus 5 percent.
- c. Tenant will pay rent in advance, without deduction, on or before the first (1st) day of each month. Any installment not paid by the fifth (5th) day of the month due shall bear an assessment of 20% for the monthly lease payment.

3. DEPOSIT

- a. Tenant shall pay Agent a security deposit of **Fifty dollars.**
- b. A refundable security deposit of \$20.00 for two (2) keys which gives Tenant access to the office and front entrance. Additional keys will be provided to Tenant at Tenant's request for an additional \$10.00 per key. **NO DEPOSIT MADE**

4. TERM

- a. This Lease Agreement shall be in effect for a term of 12 months. Commencing on July 01, 2012 (Commencement Date) and terminating on June 30, 2013 (Termination Date)

b. Tenant shall have the option to renew this Lease for additional terms of 1 to 2 years by providing Agent notice in writing (60) days before expiration of an initial term or any renewal term of its intent to renew the number of years it chooses to make the subject of such renewals.

5. **SERVICES**

Agent on behalf of Owner, will provide the following services:

- | | |
|--|----------|
| a. Grounds, drive, and walk maintenance
building maintenance and snow removal | Included |
| b. Taxes (Real Estate) | Included |
| c. Utilities (Telephone expense of Tenant) | Included |
| d. Office Cleaning | Included |

6. **SIGNAGE**

Tenants "Nameplate" will be installed on Tenant's exterior door and "Menu Sign" on Property at Tenant's expense. No additional signs shall be affixed to the building exterior without the written consent of the Agent.

7. **TERMINATION**

- a. **Expiration:** Upon the expiration of the Lease, the Tenant will return possession of Leased Premises in its present condition, reasonable wear and tear expected. Tenant shall not commit or permit waste to the Leased Premises or Property. The Tenant shall be responsible for repairing any damage to the Leased Premises or the buildings or common areas of the property, caused by misuse, abuse or neglect by the Tenant, its officers, employees, agents, guests or invitees. Any temporary interruption of the services provided hereunder or any public utility regardless of cause will not be an eviction of the Tenant nor will the Tenant have the right to any damages or rental deduction as a result of such occurrences.
- b. **Holding Over:** If Tenant continues in possession of the Leased Premises beyond the expiration of the initial term or any renewal term hereof, without a new or renewal lease, such holding over shall be considered a tenancy from month to month under the terms and conditions of this Lease. For each month thereafter, an increase of 10 percent of the monthly space rent will be assessed until terminated by either party by giving not less than (30) days written notice to the other.

c. **Breach of Payment:** In the event of any breach of payment of rent or any other allowed charge, or other breach of the Lease, Owner shall have the right to terminate the Lease in accordance with state law and re-enter and claim possession of the Leased Premises, in addition to such other remedies available from said breach provided that Tenant fails to cure such breach within thirty (30) days of receipt of notice from Agent.

8. SUBLEASE

Tenant shall not assign or sublet or allow any other person to occupy the Leased Premises without Owner's prior written consent.

9. LEASE HOLDS

Tenant shall not make any material or structural alterations to the Leased Premises without Owner's prior written consent, which consent shall not be unreasonably withheld. Any permitted alterations will be at the expense of the Tenant.

10. CODES & LAWS

Tenant shall comply and be bound by all building, zoning and health codes and Other applicable laws relating to the Leased Premises.

11. NUISANCE

Tenant shall not conduct a business deemed by the Agent to be extra hazardous or a nuisance, or requiring an increase in fire insurance premiums. Tenant warrants the Leased Premises shall be used only for the business as represented to the Agent and shall maintain the Property in a manner appropriate to an office executive suite. Tenant shall use and occupy the Leased premises in a safe, careful and proper manner and will not carry on any business, or permit the use of its premises, for any unlawful purpose or act which will, in the Agents sole judgment, adversely affect the value or quality of the Property. Tenant shall not disturb or annoy other tenants of the Property.

12. INSURANCE

a. Tenant shall keep in full force and effect during the term of this Lease, a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by the Tenant therein, with limits for public liability not less that \$100,000 per accident, and with property damage liability not less than \$500,000. The policy shall name Owner of the Leased Premises, any mortgager, and Tenant, as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner or Agent ten (10) days prior written notice. A copy of the policy or Certificate of Insurance and all renewals shall be delivered to the Agent within five (5) days from the Commencement Date.

- b. All of the Tenant's personal property and trade fixtures placed in or about the Leased Premises shall be at the Tenant's sole risk and the Owner or Agent and their respective agents and employees shall not be liable to Tenant or its agents or employees for theft, loss or misappropriation thereof or for any damage or injury thereto. Tenant shall keep such property and fixtures insured under a policy insuring against fire and extended coverage perils, vandalism, and malicious mischief. Tenant for itself and any insurer waives all claims against Landlord for all loss or damage resulting from any peril covered or required to be covered by insurance of the type described above, regardless of the extent of coverage.
- c. Tenant, its guests and invitees shall release and hold Owner and Agent harmless for any claims, suits, damages, liabilities, claims or actions for damages or injuries to the person or property of tenant, its officers, employees, agents, guests and invitees, or to any other person, arising from theft, accident or other occurrence on the Leased Premises or the buildings or common areas of the Property.

13. INDEMNIFICATION/REMEDIES

- a. Tenant shall indemnify Owner and Agent and save them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, and or damage to property occurring on or about the Leased Premises in connection with Tenant's use or occupancy thereof, unless such death, injury, or damage was sustained as a result of the Owner's or Agent's negligence or willful misconduct. In addition in case Owner's or Agent shall without fault on its part, be made party to any litigation commenced by or against Tenant. Tenant shall protect and hold Owner and Agent harmless and shall pay all costs and expenses incurred or paid by Owner or Agent in connection with such litigation. Tenant shall pay all reasonable costs and legal expenses that may be incurred or paid by Owner or Agent enforcing the covenants and agreements of the lease as a result of any default hereunder by Tenant. Owner or Agent shall pay all reasonable costs and legal expenses that may be incurred or paid by Tenant enforcing the covenants and agreements of this Lease as a result of any default hereunder by Owner or Agent.
- b. No failure by Owner or Agent to exercise any options hereunder, nor failure to enforce its rights to seek remedies upon any default, nor the acceptance by Agent of any rent occurring before or after any default shall constitute a waiver of the right to exercise such option, enforce such right, or seek such remedy with respect to that default or to any other default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Owner or Agent is entitled either by law or in equity.

14. ABANDONMENT

Tenant has inspected the Leased Premises and agrees that they are now in good repair . Any personal or other property that the Tenant leaves on the Leased Premises, or on any other areas of the property, after the termination of this Lease will be deemed to have been abandoned by Tenant. Agent shall have the right to dispose of such property in any manner, and tenant agrees to release and hold Owner harmless from any and all liabilities, liens, claims, damages, costs, fines, penalties, suits actions or causes of action arising from such abandonment and disposition. This provision shall survive the termination of this Agreement.

15. INSPECTION/REPAIRS

Agent may enter Leased Premises with prior notice at reasonable times to inspect it or to make any repairs which are required under this Lease Agreement , except in the case of an emergency wherein no notice is required.

16. SUBORDINATION

Owner reserves the right to subordinate this Agreement to the lien of any mortgage now or later placed upon the interest in the Leased Premises and on the land and buildings of the Property. Tenant agrees to execute and deliver, upon request, any instrument needed to subordinate this Lease Agreement to the lien of any such mortgage and tenant hereby irrevocably appoints Agent as its attorney in fact to execute and deliver any such instrument for use in Tenant's name.

17. QUIET ENJOYMENT

Owner covenants that if Tenant performs its obligations hereunder that Tenant shall peaceably and quietly enjoy and possess the Leased Premises throughout all terms hereof.

18. ENTIRE AGREEMENT

This Lease and any services shall be binding upon and inure to benefit of the parties, their successors, assignees, and personal representatives. This Lease Agreement shall be subject to and constructed under the laws of the State of Ohio. This Lease is the entire Agreement between the parties and supercedes all representations, negotiations, and proposals, oral or written. It may be modified only in writing signed by the authorized representative of all parties.

19. APPENDUM

Any amendments or modifications to this Contract are contained in and Addendum attached herein, executed by both parties, which Addendum is made part of this Contract.

20. NOTICES

All notices which must or may be given under this Lease shall be in writing addressed to the parties as follows:

Tenant: Kollhoff International, Inc. / Dennis Kollhoff

Owner /Agent: RCF Properties Inc.
5797 Far Hills Ave
Dayton, Ohio 45429
937-434-7676

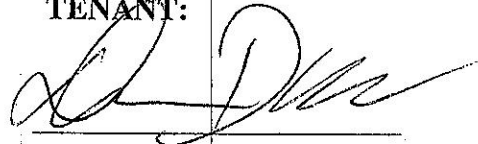
IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below.

WITNESS:

OWNER / AGENT:



TENANT:



DATE:

WITNESS:

DATE:

**Yankee Office Park
Lease Agreement**

THIS OFFICE LEASE AGREEMENT is made between Dr. and Mrs. Gabriel, (OWNER), RCF Properties Inc, (AGENT) on behalf of the owner, and CWP Technical Group/ Ed Piergies (TENANT). For good and valuable consideration it is agreed between the parties as follows:

1. LEASE

Owner leases to the Tenant the Office(s) located in Suite F~~B~~ at 1436 Yankee Office Park. In Dayton, Ohio (Leased Premises), attached as Exhibit A, collectively the (Property).

2. RENT

a. Tenant shall pay rent to the Owner's agent RCF Properties Inc. (AGENT) for the Leased Premises on the following basis in equal monthly installments.

<u>Month</u>	<u>Annual</u>
\$ <u>300.00</u>	\$ <u>3600.00</u>

*Prorated Rent
February 2014
\$85.71*

b. For any renewal term, regardless of the length of such renewal term, rent shall be a sum equal to the annual rent in effect during the preceding year plus 5 percent.

c. Tenant will pay rent in advance, without deduction, on or before the first (1st) day of each month. Any installment not paid by the fifth (5th) day of the month due shall bear an assessment of 20% for the monthly lease payment.

3. DEPOSIT

a. Tenant shall pay Agent a security deposit of Three Hundred Dollars.

b. A refundable security deposit of \$20.00 for two (3) keys which gives Tenant access to the office, front entrance, and mailbox key. Additional keys will be provided to Tenant at Tenant's request for an additional \$10.00 per key.

4. TERM

a. This Lease Agreement shall be in effect for a term of 12 months. Commencing on February 21, 2014 (Commencement Date) and terminating on February 28, 2015 (Termination Date)

b. Tenant shall have the option to renew this Lease for additional terms of 1 to ____ years by providing Agent notice in writing (60) days before expiration of an initial term or any renewal term of its intent to renew the number of years it chooses to make the subject of such renewals.

5. **SERVICES**

Agent on behalf of Owner, will provide the following services:

- | | |
|--|----------|
| a. Grounds, drive, and walk maintenance
building maintenance and snow removal | Included |
| b. Taxes (Real Estate) | Included |
| c. Utilities (Telephone expense of Tenant) | Included |
| d. Office Cleaning | Included |

6. **SIGNAGE**

Tenants "Nameplate" will be installed on Tenant's exterior door and "Menu Sign" on Property at Tenant's expense. No additional signs shall be affixed to the building exterior without the written consent of the Agent.

7. **TERMINATION**

a. **Expiration:** Upon the expiration of the Lease, the Tenant will return possession of Leased Premises in its present condition, reasonable wear and tear expected. Tenant shall not commit or permit waste to the Leased Premises or Property. The Tenant shall be responsible for repairing any damage to the Leased Premises or the buildings or common areas of the property, caused by misuse, abuse or neglect by the Tenant, its officers, employees, agents, guests or invitees. Any temporary interruption of the services provided hereunder or any public utility regardless of cause will not be an eviction of the Tenant nor will the Tenant have the right to any damages or rental deduction as a result of such occurrences.

b. **Holding Over:** If Tenant continues in possession of the Leased Premises beyond the expiration of the initial term or any renewal term hereof, without a new or renewal lease, such holding over shall be considered a tenancy from month to month under the terms and conditions of this Lease. For each month thereafter, an increase of 10 percent of the monthly space rent will be accessed until terminated by either party by giving not less than (30) days written notice to the other.

c. **Breach of Payment:** In the event of any breach of payment of rent or any other

allowed charge, or other breach of the Lease, Owner shall have the right to terminate the Lease in accordance with state law and re-enter and claim possession of the Leased Premises, in addition to such other remedies available from said breach provided that Tenant fails to cure such breach within thirty (30) days of receipt of notice from Agent.

8. SUBLEASE

Tenant shall not assign or sublet or allow any other person to occupy the Leased Premises without Owner's prior written consent.

9. LEASE HOLDS

Tenant shall not make any material or structural alterations to the Leased Premises without Owner's prior written consent, which consent shall not be unreasonably withheld. Any permitted alterations will be at the expense of the Tenant.

10. CODES & LAWS

Tenant shall comply and be bound by all building, zoning and health codes and Other applicable laws relating to the Leased Premises.

11. NUISANCE

Tenant shall not conduct a business deemed by the Agent to be extra hazardous or a nuisance, or requiring an increase in fire insurance premiums. Tenant warrants the Leased Premises shall be used only for the business as represented to the Agent and shall maintain the Property in a manner appropriate to an office executive suite. Tenant shall use and occupy the Leased premises in a safe, careful and proper manner and will not carry on any business, or permit the use of its premises, for any unlawful purpose or act which will, in the Agents sole judgment, adversely affect the value or quality of the Property. Tenant shall not disturb or annoy other tenants of the Property.

12. INSURANCE

- a. Tenant shall keep in full force and effect during the term of this Lease, a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by the Tenant therein, with limits for public liability not less that \$100,000 per accident, and with property damage liability not less than \$500,000. The policy shall name Owner of the Leased Premises, any mortgager , and Tenant, as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner or Agent ten (10) days prior written notice. A copy of the policy or Certificate of Insurance and all renewals shall be delivered to the Agent within five (5) days from the Commencement Date.

- b. All of the Tenant's personal property and trade fixtures placed in or about the Leased Premises shall be at the Tenant's sole risk and the Owner or Agent and their respective agents and employees shall not be liable to Tenant or its agents or employees for theft, loss or misappropriation thereof or for any damage or injury thereto. Tenant shall keep such property and fixtures insured under a policy insuring against fire and extended coverage perils, vandalism, and malicious mischief. Tenant for itself and any insurer waives all claims against Landlord for all loss or damage resulting from any peril covered or required to be covered by insurance of the type described above, regardless of the extent of coverage.
- c. Tenant, its guests and invitees shall release and hold Owner and Agent harmless for any claims, suits, damages, liabilities, claims or actions for damages or injuries to the person or property of tenant, its officers, employees, agents, guests and invitees, or to any other person, arising from theft, accident or other occurrence on the Leased Premises or the buildings or common areas of the Property.

13. INDEMNIFICATION/REMEDIES

- a. Tenant shall indemnify Owner and Agent and save them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, and or damage to property occurring on or about the Leased Premises in connection with Tenant's use or occupancy thereof, unless such death, injury, or damage was sustained as a result of the Owner's or Agent's negligence or willful misconduct. In addition in case Owner's or Agent shall without fault on its part, be made party to any litigation commenced by or against Tenant. Tenant shall protect and hold Owner and Agent harmless and shall pay all costs and expenses incurred or paid by Owner or Agent in connection with such litigation. Tenant shall pay all reasonable costs and legal expenses that may be incurred or paid by Owner or Agent enforcing the covenants and agreements of the lease as a result of any default hereunder by Tenant. Owner or Agent shall pay all reasonable costs and legal expenses that may be incurred or paid by Tenant enforcing the covenants and agreements of this Lease as a result of any default hereunder by Owner or Agent.
- b. No failure by Owner or Agent to exercise any options hereunder, nor failure to enforce its rights to seek remedies upon any default, nor the acceptance by Agent of any rent occurring before or after any default shall constitute a waiver of the right to exercise such option, enforce such right, or seek such remedy with respect to that default or to any other default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Owner or Agent is entitled either by law or in equity.

14. ABANDONMENT

Tenant has inspected the Leased Premises and agrees that they are now in good repair . Any personal or other property that the Tenant leaves on the Leased Premises, or on any other areas of the property, after the termination of this Lease will be deemed to have been abandoned by Tenant. Agent shall have the right to dispose of such property in any manner, and tenant agrees to release and hold Owner harmless from any and all liabilities, liens, claims, damages, costs, fines, penalties, suits actions or causes of action arising from such abandonment and disposition. This provision shall survive the termination of this Agreement.

15. INSPECTION/REPAIRS

Agent may enter Leased Premises with prior notice at reasonable times to inspect it or to make any repairs which are required under this Lease Agreement , except in the case of an emergency wherein no notice is required.

16. SUBORDINATION

Owner reserves the right to subordinate this Agreement to the lien of any mortgage now or later placed upon the interest in the Leased Premises and on the land and buildings of the Property. Tenant agrees to execute and deliver, upon request, any instrument needed to subordinate this Lease Agreement to the lien of any such mortgage and tenant hereby irrevocably appoints Agent as its attorney in fact to execute and deliver any such instrument for use in Tenant's name.

17. QUIET ENJOYMENT

Owner covenants that if Tenant performs its obligations hereunder that Tenant shall peaceably and quietly enjoy and possess the Leased Premises throughout all terms hereof.

18. ENTIRE AGREEMENT

This Lease and any services shall be binding upon and inure to benefit of the parties, their successors, assignees, and personal representatives. This Lease Agreement shall be subject to and constructed under the laws of the State of Ohio. This Lease is the entire Agreement between the parties and supercedes all representations, negotiations, and proposals, oral or written. It may be modified only in writing signed by the authorized representative of all parties.

19. APPENDUM

Any amendments or modifications to this Contract are contained in and Addendum attached herein, executed by both parties, which Addendum is made part of this Contract.

20. NOTICES

All notices which must or may be given under this Lease shall be in writing addressed to the parties as follows:

✓ Tenant: _CWP Technical Group ED Piergies_
INC.

Owner /Agent: RCF Properties Inc.
5797 Far Hills Ave
Dayton, Ohio 45429
937-434-7676

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below.

WITNESS:

TENANT:

Ed Piergies

DATE:

2-21-14

OWNER / AGENT:

Phyllis C. Gabriel

WITNESS:

[Signature]

DATE:

2/20/2014

Yankee Office Park Lease Agreement

THIS OFFICE LEASE AGREEMENT is made between Dr. and Mrs. Gabriel, (OWNER), RCF Properties Inc, (AGENT) on behalf of the owner, and Gary Bardon CPA Inc. (TENANT). For good and valuable consideration it is agreed between the parties as follows:

1. LEASE

Owner leases to the Tenant the Office(s) located in Suite H at 1436 Yankee Office Park. In Dayton, Ohio(Leased Premises), attached as Exhibit A, collectively the (Property).

2. RENT

- a. Tenant shall pay rent to the Owner's agent RCF Properties Inc. (AGENT) for the Leased Premises on the following basis in equal monthly installments.

<u>Month</u>	<u>Annual</u>
\$ <u> 825.00 </u>	\$ <u> 9900.00 </u>

- b. For any renewal term, regardless of the length of such renewal term, rent shall be a sum equal to the annual rent in effect during the preceding year plus 5 percent.
- c. Tenant will pay rent in advance, without deduction, on or before the first (1st) day of each month. Any installment not paid by the fifth (5th) day of the month due shall bear an assessment of 20% for the monthly lease payment.

3. DEPOSIT

- a. Tenant shall pay Agent a security deposit of \$825.00
- b. A refundable security deposit of \$20.00 for two (2) keys which gives Tenant access to the office and front entrance. Additional keys will be provided to Tenant at Tenant's request for an additional \$10.00 per key.

4. TERM

- a. This Lease Agreement shall be in effect for a term of 24 months. Commencing on September 1, 2014 (Commencement Date) and terminating on August 31, 2016 (Termination Date)

b. Tenant shall have the option to renew this Lease for additional terms of 1 years by providing Agent notice in writing (60) days before expiration of an initial term or any renewal term of its intent to renew the number of years it chooses to make the subject of such renewals.

5. **SERVICES**

Agent on behalf of Owner, will provide the following services:

- | | |
|--|----------|
| a. Grounds, drive, and walk maintenance
building maintenance and snow removal | Included |
| b. Taxes (Real Estate) | Included |
| c. Utilities (Telephone expense of Tenant) | Included |
| d. Office Cleaning | Included |

6. **SIGNAGE**

Tenants "Nameplate" will be installed on Tenant's exterior door and "Menu Sign" on Property at Tenant's expense. No additional signs shall be affixed to the building exterior without the written consent of the Agent.

7. **TERMINATION**

- a. **Expiration:** Upon the expiration of the Lease, the Tenant will return possession of Leased Premises in its present condition, reasonable wear and tear expected. Tenant shall not commit or permit waste to the Leased Premises or Property. The Tenant shall be responsible for repairing any damage to the Leased Premises or the buildings or common areas of the property, caused by misuse, abuse or neglect by the Tenant, its officers, employees, agents, guests or invitees. Any temporary interruption of the services provided hereunder or any public utility regardless of cause will not be an eviction of the Tenant nor will the Tenant have the right to any damages or rental deduction as a result of such occurrences.
- b. **Holding Over:** If Tenant continues in possession of the Leased Premises beyond the expiration of the initial term or any renewal term hereof, without a new or renewal lease, such holding over shall be considered a tenancy from month to month under the terms and conditions of this Lease. For each month thereafter, an increase of 10 percent of the monthly space rent will be accessed until terminated by either party by giving not less than (30) days written notice to the other.

- c. **Breach of Payment:** In the event of any breach of payment of rent or any other allowed charge, or other breach of the Lease, Owner shall have the right to terminate the Lease in accordance with state law and re-enter and claim possession of the Leased Premises, in addition to such other remedies available from said breach provided that Tenant fails to cure such breach within thirty (30) days of receipt of notice from Agent.

8. SUBLEASE

Tenant shall not assign or sublet or allow any other person to occupy the Leased Premises without Owner's prior written consent.

9. LEASE HOLDS

Tenant shall not make any material or structural alterations to the Leased Premises without Owner's prior written consent, which consent shall not be unreasonably withheld. Any permitted alterations will be at the expense of the Tenant.

10. CODES & LAWS

Tenant shall comply and be bound by all building, zoning and health codes and Other applicable laws relating to the Leased Premises.

11. NUISANCE

Tenant shall not conduct a business deemed by the Agent to be extra hazardous or a nuisance, or requiring an increase in fire insurance premiums. Tenant warrants the Leased Premises shall be used only for the business as represented to the Agent and shall maintain the Property in a manner appropriate to an office executive suite. Tenant shall use and occupy the Leased premises in a safe, careful and proper manner and will not carry on any business, or permit the use of its premises, for any unlawful purpose or act which will, in the Agents sole judgment, adversely affect the value or quality of the Property. Tenant shall not disturb or annoy other tenants of the Property.

12. INSURANCE

- a. Tenant shall keep in full force and effect during the term of this Lease, a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by the Tenant therein, with limits for public liability not less than \$100,000 per accident, and with property damage liability not less than \$500,000. The policy shall name Owner of the Leased Premises, any mortgager , and Tenant, as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner or Agent ten (10) days prior written notice. A copy of the policy or Certificate of Insurance and all renewals shall be delivered to the Agent within five (5) days from the Commencement Date.

- b. All of the Tenant's personal property and trade fixtures placed in or about the Leased Premises shall be at the Tenant' sole risk and the Owner or Agent and their respective agents and employees shall not be liable to Tenant or its agents or employees for theft, loss or misappropriation thereof or for any damage or injury thereto. Tenant shall keep such property and fixtures insured under a policy insuring against fire and extended coverage perils, vandalism, and malicious mischief. Tenant for itself and any insurer waives all claims against Landlord for all loss or damage resulting from any peril covered or required to be covered by insurance of the type described above, regardless of the extent of coverage.
- c. Tenant, its guests and invitees shall release and hold Owner and Agent harmless for any claims, suits, damages, liabilities, claims or actions for damages or injuries to the person or property of tenant, its officers, employees, agents, guests and invitees, or to any other person, arising from theft, accident or other occurrence on the Leased Premises or the buildings or common areas of the Property.

13. INDEMNIFICATION/REMEDIES

- a. Tenant shall indemnify Owner and Agent and save them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury , and or damage to property occurring on or about the Leased Premises in connection with Tenant's use or occupancy thereof, unless such death, injury, or damage was sustained as a result of the Owner's or Agent's negligence or willful misconduct. In addition in case Owner's or Agent shall without fault on its part, be made party to any litigation commenced by or against Tenant. Tenant shall protect and hold Owner and Agent harmless and shall pay all costs and expenses incurred or paid by Owner or Agent in connection with such litigation. Tenant shall pay all reasonable costs and legal expenses that may be incurred or paid by Owner or Agent enforcing the covenants and agreements of the lease as a result of any default hereunder by Tenant. Owner or Agent shall pay all reasonable costs and legal expenses that may be incurred or paid by Tenant enforcing the covenants and agreements of this Lease as a result of any default hereunder by Owner or Agent.
- b. No failure by Owner or Agent to exercise any options hereunder, nor failure to enforce its rights to seek remedies upon any default, nor the acceptance by Agent of any rent occurring before or after any default shall constitute a waiver of the right to exercise such option, enforce such right, or seek such remedy with respect to that default or to any other default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Owner or Agent is entitled either by law or in equity.

14. ABONDONMENT

Tenant has inspected the Leased Premises and agrees that they are now in good repair . Any personal or other property that the Tenant leaves on the Leased Premises, or on any other areas of the property, after the termination of this Lease will be deemed to have been abandoned by Tenant. Agent shall have the right to dispose of such property in any manner, and tenant agrees to release and hold Owner harmless from any and all liabilities, liens, claims, damages, costs, fines, penalties, suits actions or causes of action arising from such abandonment and disposition. This provision shall survive the termination of this Agreement.

15. INSPECTION/REPAIRS

Agent may enter Leased Premises with prior notice at reasonable times to inspect it or to make any repairs which are required under this Lease Agreement , except in the case of an emergency wherein no notice is required.

16. SUBORDINATION

Owner reserves the right to subordinate this Agreement to the lien of any mortgage now or later placed upon the interest in the Leased Premises and on the land and buildings of the Property. Tenant agrees to execute and deliver, upon request, any instrument needed to subordinate this Lease Agreement to the lien of any such mortgage and tenant hereby irrevocably appoints Agent as its attorney in fact to execute and deliver any such instrument for use in Tenant's name.

17. QUIET ENJOYMENT

Owner covenants that if Tenant performs its obligations hereunder that Tenant shall peaceably and quietly enjoy and possess the Leased Premises throughout all terms hereof.

18. ENTIRE AGREEMENT

This Lease and any services shall be binding upon and inure to benefit of the parties, their successors, assignees, and personal representatives. This Lease Agreement shall be subject to and constructed under the laws of the State of Ohio. This Lease is the entire Agreement between the parties and supercedes all representations, negotiations, and proposals, oral or written. It may be modified only in writing signed by the authorized representative of all parties.

19. APPENDUM

Any amendments or modifications to this Contract are contained in and Addendum attached herein, executed by both parties, which Addendum is made part of this Contract.

20. NOTICES

All notices which must or may be given under this Lease shall be in writing addressed to the parties as follows:

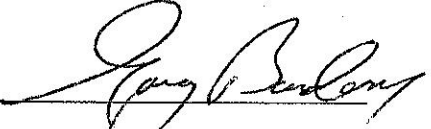
Tenant: Gary Bardon CPA Inc.

Owner /Agent: RCF Properties Inc.
5797 Far Hills Ave
Dayton, Ohio 45429
937-434-7676

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below.

WITNESS:

TENANT:



DATE: 4/25/14

OWNER / AGENT:



WITNESS:

DATE:

RIGHT MAILBOX #9

Additions to Lease Contract that shall be commenced before move in date include the following:

AMS A bi-fold door shall be installed on the second office on the right hand side by Owner

AMS Office shall be painted in entirety in off white color by Owner and Carpet cleaned.

AMS All windows in office suite shall be cleaned on the interior and exterior on courtyard side.

AMS Signage will be allowed on the exterior building entrance after being approved by the owner with understanding of reasonable size, text, and color.

**Yankee Office Park
Lease Agreement**

THIS OFFICE LEASE AGREEMENT is made between Dr. Gabriel, (OWNER), RCF Properties Inc, (AGENT) on behalf of the owner, and Eddie Jardieu (TENANT). For good and valuable consideration it is agreed between the parties as follows:

1. LEASE

Owner leases to the Tenant the Office(s) located in Suite I, at 1436 Yankee Park Place. In Dayton, OH 45458 (Leased Premises), attached as Exhibit A, collectively the (Property).

2. RENT

a. Tenant shall pay rent to the Owner's agent RCF Properties Inc. (AGENT) for the Leased Premises on the following basis in equal monthly installments.

	<u>Month</u>	<u>Annual</u>
Square Footage <u>198</u>	\$ <u>207.00</u>	\$ <u>2484.00</u>

b. For any renewal term, regardless of the length of such renewal term, rent shall be a sum equal to the annual rent in effect during the preceding year plus 5 percent.

c. Tenant will pay rent in advance, without deduction, on or before the first (1st) day of each month. Any installment not paid by the fifth (5th) day of the month due shall bear an assessment of 10% for the monthly lease payment.

3. DEPOSIT

a. Tenant shall pay Agent a security deposit of \$ N/A.

b. A refundable security deposit of \$20.00 for two (2) keys which gives Tenant access to the office and front entrance. Additional keys will be provided to Tenant at Tenant's request for an additional \$10.00 per key.

*TENANT PAID
SECURITY DEPOSIT
OF \$145 IN APR '97.
WHICH WAS TRANSFERRED
FROM 1440 TO 1436 IN
AUG '00.
ej*

4. TERM

a. This Lease Agreement shall be in effect for a term of 1 YR.. Commencing on November 1, 2011 (Commencement Date) and terminating on October 31, 2012 (Termination Date)

b. Tenant shall have the option to renew this Lease for additional terms of 1 to _____ years by providing Agent notice in writing (60) days before expiration of an initial term or any renewal term of its intent to renew the number of years it chooses to make the subject of such renewals.

5. SERVICES

Agent on behalf of Owner, will provide the following services:

- | | |
|--|----------|
| a. Grounds, drive, and walk maintenance
building maintenance and snow removal | Included |
| b. Taxes (Real Estate) | Included |
| c. Utilities (Telephone expense of Tenant) | Included |
| d. Office Cleaning | Included |

6. SIGNAGE

Tenants "Nameplate" will be installed on Tenant's exterior door and "Menu Sign" on Property at Tenant's expense. No additional signs shall be affixed to the building exterior without the written consent of the Agent.

7. TERMINATION

- a. **Expiration:** Upon the expiration of the Lease, the Tenant will return possession of Leased Premises in its present condition, reasonable wear and tear expected. Tenant shall not commit or permit waste to the Leased Premises or Property. The Tenant shall be responsible for repairing any damage to the Leased Premises or the buildings or common areas of the property, caused by misuse, abuse or neglect by the Tenant, its officers, employees, agents, guests or invitees. Any temporary interruption of the services provided hereunder or any public utility regardless of cause will not be an eviction of the Tenant nor will the Tenant have the right to any damages or rental deduction as a result of such occurrences.
- b. **Holding Over:** If Tenant continues in possession of the Leased Premises beyond the expiration of the initial term or any renewal term hereof, without a new or renewal lease, such holding over shall be considered a tenancy from month to month under the terms and conditions of this Lease. For each month thereafter, an increase of 10 percent of the monthly space rent will be accessed until terminated by either party by giving not less than (30) days written notice to the other.

c. **Breach of Payment:** In the event of any breach of payment of rent or any other allowed charge, or other breach of the Lease, Owner shall have the right to terminate the Lease in accordance with state law and re-enter and claim possession of the Leased Premises, in addition to such other remedies available from said breach provided that Tenant fails to cure such breach within thirty (30) days of receipt of notice from Agent.

8. SUBLEASE

Tenant shall not assign or sublet or allow any other person to occupy the Leased Premises without Owner's prior written consent.

9. LEASE HOLDS

Tenant shall not make any material or structural alterations to the Leased Premises without Owner's prior written consent, which consent shall not be unreasonably withheld. Any permitted alterations will be at the expense of the Tenant.

10. CODES & LAWS

Tenant shall comply and be bound by all building, zoning and health codes and Other applicable laws relating to the Leased Premises.

11. NUISANCE

Tenant shall not conduct a business deemed by the Agent to be extra hazardous or a nuisance, or requiring an increase in fire insurance premiums. Tenant warrants the Leased Premises shall be used only for the business as represented to the Agent and shall maintain the Property in a manner appropriate to an office executive suite. Tenant shall use and occupy the Leased premises in a safe, careful and proper manner and will not carry on any business, or permit the use of its premises, for any unlawful purpose or act which will, in the Agents sole judgment, adversely affect the value or quality of the Property. Tenant shall not disturb or annoy other tenants of the Property.

12. INSURANCE

a. Tenant shall keep in full force and effect during the term of this Lease, a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by the Tenant therein, with limits for public liability not less that \$100,000 per accident, and with property damage liability not less than \$500,000. The policy shall name Owner of the Leased Premises, any mortgager , and Tenant, as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner or Agent ten (10) days prior written notice. A copy of the policy or Certificate of Insurance and all renewals shall be delivered to the Agent within five (5) days from the Commencement Date.

- b. All of the Tenant's personal property and trade fixtures placed in or about the Leased Premises shall be at the Tenant's sole risk and the Owner or Agent and their respective agents and employees shall not be liable to Tenant or its agents or employees for theft, loss or misappropriation thereof or for any damage or injury thereto. Tenant shall keep such property and fixtures insured under a policy insuring against fire and extended coverage perils, vandalism, and malicious mischief. Tenant for itself and any insurer waives all claims against Landlord for all loss or damage resulting from any peril covered or required to be covered by insurance of the type described above, regardless of the extent of coverage.
- c. Tenant, its guests and invitees shall release and hold Owner and Agent harmless for any claims, suits, damages, liabilities, claims or actions for damages or injuries to the person or property of tenant, its officers, employees, agents, guests and invitees, or to any other person, arising from theft, accident or other occurrence on the Leased Premises or the buildings or common areas of the Property.

13. INDEMNIFICATION/REMEDIES

- a. Tenant shall indemnify Owner and Agent and save them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, and or damage to property occurring on or about the Leased Premises in connection with Tenant's use or occupancy thereof, unless such death, injury, or damage was sustained as a result of the Owner's or Agent's negligence or willful misconduct. In addition in case Owner's or Agent shall without fault on its part, be made party to any litigation commenced by or against Tenant. Tenant shall protect and hold Owner and Agent harmless and shall pay all costs and expenses incurred or paid by Owner or Agent in connection with such litigation. Tenant shall pay all reasonable costs and legal expenses that may be incurred or paid by Owner or Agent enforcing the covenants and agreements of the lease as a result of any default hereunder by Tenant. Owner or Agent shall pay all reasonable costs and legal expenses that may be incurred or paid by Tenant enforcing the covenants and agreements of this Lease as a result of any default hereunder by Owner or Agent.
- b. No failure by Owner or Agent to exercise any options hereunder, nor failure to enforce its rights to seek remedies upon any default, nor the acceptance by Agent of any rent occurring before or after any default shall constitute a waiver of the right to exercise such option, enforce such right, or seek such remedy with respect to that default or to any other default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Owner or Agent is entitled either by law or in equity.

14. ABANDONMENT

Tenant has inspected the Leased Premises and agrees that they are now in good repair . Any personal or other property that the Tenant leaves on the Leased Premises, or on any other areas of the property, after the termination of this Lease will be deemed to have been abandoned by Tenant. Agent shall have the right to dispose of such property in any manner, and tenant agrees to release and hold Owner harmless from any and all liabilities, liens, claims, damages, costs, fines, penalties, suits actions or causes of action arising from such abandonment and disposition. This provision shall survive the termination of this Agreement.

15. INSPECTION/REPAIRS

Agent may enter Leased Premises with prior notice at reasonable times to inspect it or to make any repairs which are required under this Lease Agreement , except in the case of an emergency wherein no notice is required.

16. SUBORDINATION

Owner reserves the right to subordinate this Agreement to the lien of any mortgage now or later placed upon the interest in the Leased Premises and on the land and buildings of the Property. Tenant agrees to execute and deliver, upon request, any instrument needed to subordinate this Lease Agreement to the lien of any such mortgage and tenant hereby irrevocably appoints Agent as its attorney in fact to execute and deliver any such instrument for use in Tenant's name.

17. QUIET ENJOYMENT

Owner covenants that if Tenant performs its obligations hereunder that Tenant shall peaceably and quietly enjoy and possess the Leased Premises throughout all terms hereof.

18. ENTIRE AGREEMENT

This Lease and any services shall be binding upon and inure to benefit of the parties, their successors, assignees, and personal representatives. This Lease Agreement shall be subject to and constructed under the laws of the State of Ohio. This Lease is the entire Agreement between the parties and supercedes all representations, negotiations, and proposals, oral or written. It may be modified only in writing signed by the authorized representative of all parties.

19. APPENDUM

Any amendments or modifications to this Contract are contained in and Addendum attached herein, executed by both parties, which Addendum is made part of this Contract.

20. NOTICES

All notices which must or may be given under this Lease shall be in writing addressed to the parties as follows:

Tenant: Edie Jardieu

Owner /Agent: RCF Properties Inc.
5797 Far Hills Ave
Dayton, Ohio 45429
937-434-7676

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below.

WITNESS:

TENANT:

Edie Jardieu

DATE:

11-9-11

OWNER / AGENT:



WITNESS:

DATE:

Yankee Office Park Lease Agreement

THIS OFFICE LEASE AGREEMENT is made between Dr. and Mrs. Gabriel, (OWNER), RCF Properties Inc, (AGENT) on behalf of the owner, and Gretchen Kollhof (TENANT). For good and valuable consideration it is agreed between the parties as follows:

1. LEASE

Owner leases to the Tenant the Office(s) located in Suite K at 1436 Yankee Office Park. In Dayton, Ohio(Leased Premises), attached as Exhibit A, collectively the (Property).

2. RENT

- a. Tenant shall pay rent to the Owner's agent RCF Properties Inc. (AGENT) for the Leased Premises on the following basis in equal monthly installments.

	<u>Month</u>	<u>Annual</u>
Square Footage <u>117</u>	\$110.00	\$1320.00

- b. For any renewal term, regardless of the length of such renewal term, rent shall be a sum equal to the annual rent in effect during the preceding year plus 5 percent.
- c. Tenant will pay rent in advance, without deduction, on or before the first (1st) day of each month. Any installment not paid by the fifth (5th) day of the month due shall bear an assessment of 20% for the monthly lease payment.

3. DEPOSIT

- a. Tenant shall pay Agent a security deposit of one hundred and ten dollars.
- b. A refundable security deposit of \$20.00 for two (2) keys which gives Tenant access to the office and front entrance. Additional keys will be provided to Tenant at Tenant's request for an additional \$10.00 per key.

4. TERM

- a. This Lease Agreement shall be in effect for a term of 12 months. Commencing on March 01, 2010 (Commencement Date) and terminating on February 28, 2011 (Termination Date)

b. Tenant shall have the option to renew this Lease for additional terms of 1 to 2 years by providing Agent notice in writing (60) days before expiration of an initial term or any renewal term of its intent to renew the number of years it chooses to make the subject of such renewals.

5. SERVICES

Agent on behalf of Owner, will provide the following services:

- | | |
|--|----------|
| a. Grounds, drive, and walk maintenance
building maintenance and snow removal | Included |
| b. Taxes (Real Estate) | Included |
| c. Utilities (Telephone expense of Tenant) | Included |
| d. Office Cleaning | Included |

6. SIGNAGE

Tenants "Nameplate" will be installed on Tenant's exterior door and "Menu Sign" on Property at Tenant's expense. No additional signs shall be affixed to the building exterior without the written consent of the Agent.

7. TERMINATION

- a. **Expiration:** Upon the expiration of the Lease, the Tenant will return possession of Leased Premises in its present condition, reasonable wear and tear expected. Tenant shall not commit or permit waste to the Leased Premises or Property. The Tenant shall be responsible for repairing any damage to the Leased Premises or the buildings or common areas of the property, caused by misuse, abuse or neglect by the Tenant, its officers, employees, agents, guests or invitees. Any temporary interruption of the services provided hereunder or any public utility regardless of cause will not be an eviction of the Tenant nor will the Tenant have the right to any damages or rental deduction as a result of such occurrences.
- b. **Holding Over:** If Tenant continues in possession of the Leased Premises beyond the expiration of the initial term or any renewal term hereof, without a new or renewal lease, such holding over shall be considered a tenancy from month to month under the terms and conditions of this Lease. For each month thereafter, an increase of 10 percent of the monthly space rent will be assessed until terminated by either party by giving not less than (30) days written notice to the other.

- c. **Breach of Payment:** In the event of any breach of payment of rent or any other allowed charge, or other breach of the Lease, Owner shall have the right to terminate the Lease in accordance with state law and re-enter and claim possession of the Leased Premises, in addition to such other remedies available from said breach provided that Tenant fails to cure such breach within thirty (30) days of receipt of notice from Agent.

8. SUBLEASE

Tenant shall not assign or sublet or allow any other person to occupy the Leased Premises without Owner's prior written consent.

9. LEASE HOLDS

Tenant shall not make any material or structural alterations to the Leased Premises without Owner's prior written consent, which consent shall not be unreasonably withheld. Any permitted alterations will be at the expense of the Tenant.

10. CODES & LAWS

Tenant shall comply and be bound by all building, zoning and health codes and Other applicable laws relating to the Leased Premises.

11. NUISANCE

Tenant shall not conduct a business deemed by the Agent to be extra hazardous or a nuisance, or requiring an increase in fire insurance premiums. Tenant warrants the Leased Premises shall be used only for the business as represented to the Agent and shall maintain the Property in a manner appropriate to an office executive suite. Tenant shall use and occupy the Leased premises in a safe, careful and proper manner and will not carry on any business, or permit the use of its premises, for any unlawful purpose or act which will, in the Agents sole judgment, adversely affect the value or quality of the Property. Tenant shall not disturb or annoy other tenants of the Property.

12. INSURANCE

- a. Tenant shall keep in full force and effect during the term of this Lease, a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by the Tenant therein, with limits for public liability not less that \$100,000 per accident, and with property damage liability not less than \$500,000. The policy shall name Owner of the Leased Premises, any mortgager, and Tenant, as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner or Agent ten (10) days prior written notice. A copy of the policy or Certificate of Insurance and all renewals shall be delivered to the Agent within five (5) days from the Commencement Date.

- b. All of the Tenant's personal property and trade fixtures placed in or about the Leased Premises shall be at the Tenant's sole risk and the Owner or Agent and their respective agents and employees shall not be liable to Tenant or its agents or employees for theft, loss or misappropriation thereof or for any damage or injury thereto. Tenant shall keep such property and fixtures insured under a policy insuring against fire and extended coverage perils, vandalism, and malicious mischief. Tenant for itself and any insurer waives all claims against Landlord for all loss or damage resulting from any peril covered or required to be covered by insurance of the type described above, regardless of the extent of coverage.
- c. Tenant, its guests and invitees shall release and hold Owner and Agent harmless for any claims, suits, damages, liabilities, claims or actions for damages or injuries to the person or property of tenant, its officers, employees, agents, guests and invitees, or to any other person, arising from theft, accident or other occurrence on the Leased Premises or the buildings or common areas of the Property.

13. INDEMNIFICATION/REMEDIES

- a. Tenant shall indemnify Owner and Agent and save them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, and or damage to property occurring on or about the Leased Premises in connection with Tenant's use or occupancy thereof, unless such death, injury, or damage was sustained as a result of the Owner's or Agent's negligence or willful misconduct. In addition in case Owner's or Agent shall without fault on its part, be made party to any litigation commenced by or against Tenant. Tenant shall protect and hold Owner and Agent harmless and shall pay all costs and expenses incurred or paid by Owner or Agent in connection with such litigation. Tenant shall pay all reasonable costs and legal expenses that may be incurred or paid by Owner or Agent enforcing the covenants and agreements of the lease as a result of any default hereunder by Tenant. Owner or Agent shall pay all reasonable costs and legal expenses that may be incurred or paid by Tenant enforcing the covenants and agreements of this Lease as a result of any default hereunder by Owner or Agent.
- b. No failure by Owner or Agent to exercise any options hereunder, nor failure to enforce its rights to seek remedies upon any default, nor the acceptance by Agent of any rent occurring before or after any default shall constitute a waiver of the right to exercise such option, enforce such right, or seek such remedy with respect to that default or to any other default. The remedies provided in this Lease shall be cumulative and shall not in any way abridge, modify or preclude any other rights or remedies to which Owner or Agent is entitled either by law or in equity.

14. ABANDONMENT

Tenant has inspected the Leased Premises and agrees that they are now in good repair . Any personal or other property that the Tenant leaves on the Leased Premises, or on any other areas of the property, after the termination of this Lease will be deemed to have been abandoned by Tenant. Agent shall have the right to dispose of such property in any manner, and tenant agrees to release and hold Owner harmless from any and all liabilities, liens, claims, damages, costs, fines, penalties, suits actions or causes of action arising from such abandonment and disposition. This provision shall survive the termination of this Agreement.

15. INSPECTION/REPAIRS

Agent may enter Leased Premises with prior notice at reasonable times to inspect it or to make any repairs which are required under this Lease Agreement , except in the case of an emergency wherein no notice is required.

16. SUBORDINATION

Owner reserves the right to subordinate this Agreement to the lien of any mortgage now or later placed upon the interest in the Leased Premises and on the land and buildings of the Property. Tenant agrees to execute and deliver, upon request, any instrument needed to subordinate this Lease Agreement to the lien of any such mortgage and tenant hereby irrevocably appoints Agent as its attorney in fact to execute and deliver any such instrument for use in Tenant's name.

17. QUIET ENJOYMENT

Owner covenants that if Tenant performs its obligations hereunder that Tenant shall peaceably and quietly enjoy and possess the Leased Premises throughout all terms hereof.

18. ENTIRE AGREEMENT

This Lease and any services shall be binding upon and inure to benefit of the parties, their successors, assignees, and personal representatives. This Lease Agreement shall be subject to and constructed under the laws of the State of Ohio. This Lease is the entire Agreement between the parties and supercedes all representations, negotiations, and proposals, oral or written. It may be modified only in writing signed by the authorized representative of all parties.

19. APPENDUM

Any amendments or modifications to this Contract are contained in and Addendum attached herein, executed by both parties, which Addendum is made part of this Contract.

20. NOTICES

All notices which must or may be given under this Lease shall be in writing addressed to the parties as follows:

Tenant: Pearon Enterprises LLC

Owner /Agent: RCF Properties Inc.
5797 Far Hills Ave
Dayton, Ohio 45429
937-434-7676

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below.

WITNESS:

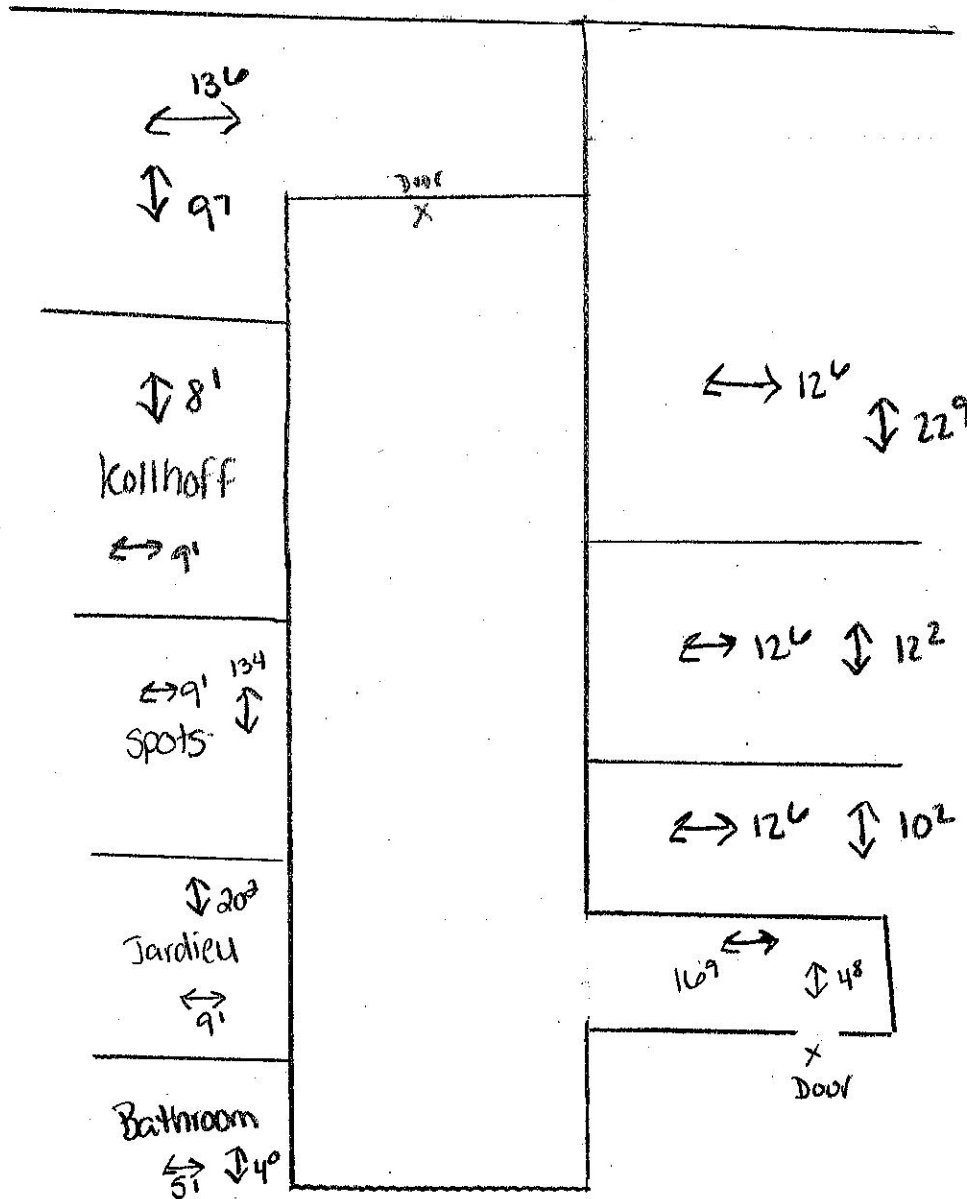
TENANT:

DATE:

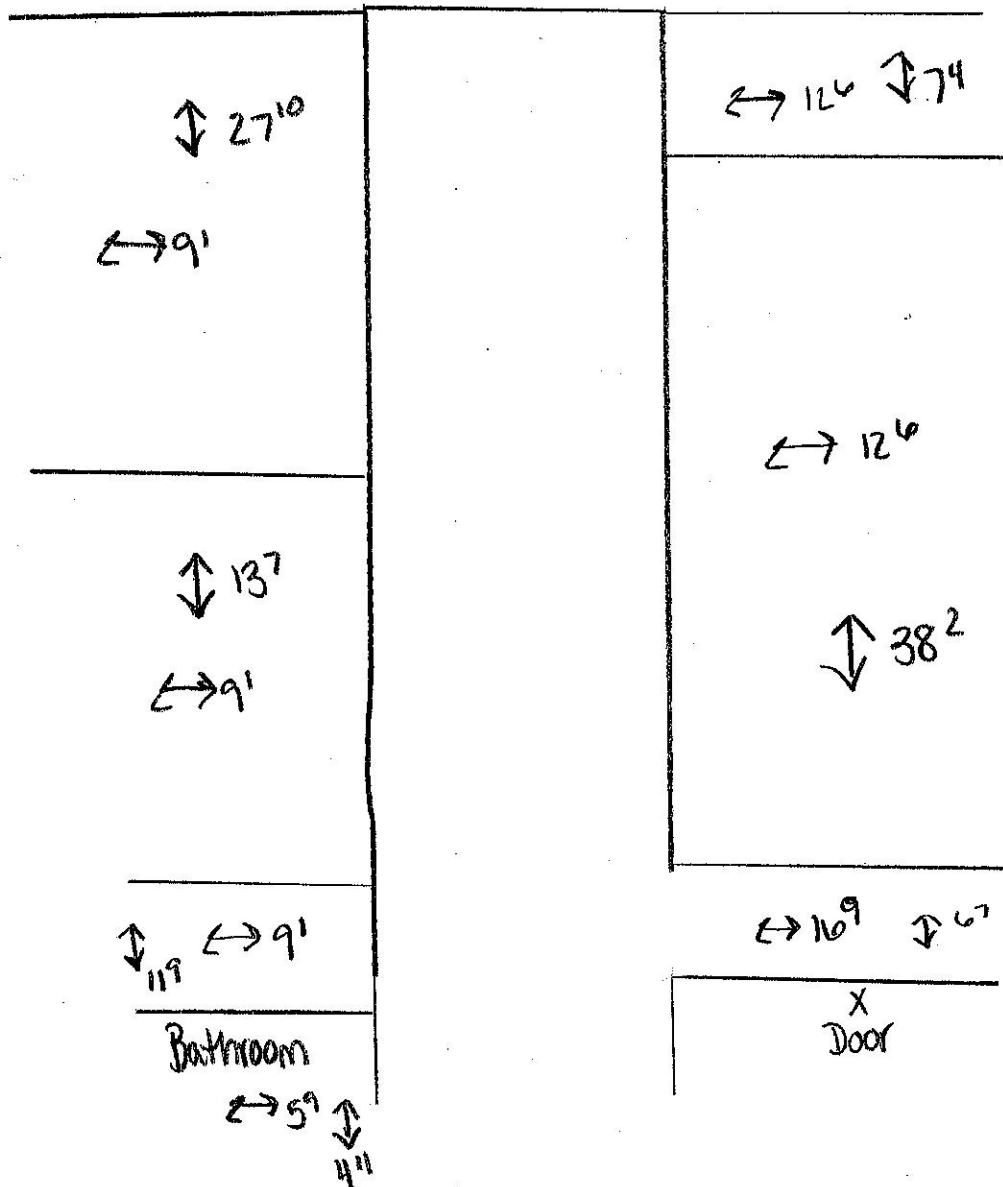
OWNER / AGENT:

WITNESS:

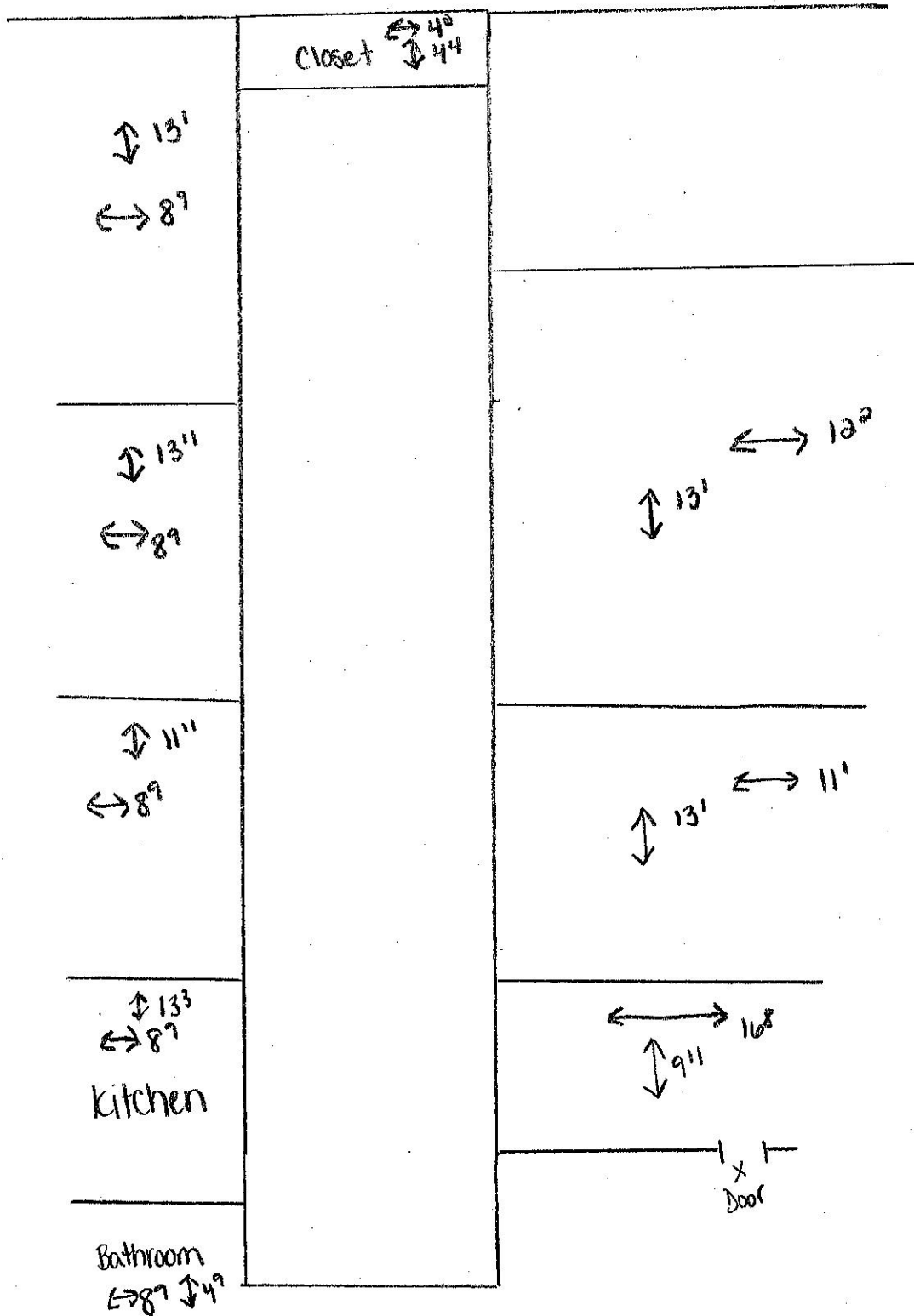
DATE:



1436 Main Floor



1436 upper Level



1431e Lower Level

Owner

Name

GABRIEL PHYLLIS C

Mailing

Name GABRIEL PHYLLIS C
Mailing Address 3117 LOCUST CAMP RD
City, State, Zip DAYTON, OH 45419

Legal

Legal Description 1 YANKEE OFFICE PARK PH 1
Land Use Description C - OFFICE BUILDING 1-2 STORIES
Acres 0
Deed
Tax District Name WASHINGTON-CENTER CS

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
02-DEC-85	\$230,000			
01-JUN-07		200700047100	BRUCE DAVID E ETAL	GABRIEL SPEROS A ETAL 3
01-JUN-07		200700047101	GABRIEL SPEROS A ETAL 3	GABRIEL SPEROS A AND
28-AUG-07		200700073551	GABRIEL SPEROS A AND	GABRIEL SPEROS A AND
09-MAY-13		201300032697	GABRIEL SPEROS A AND	GABRIEL PHYLLIS C

Board of Revision

Tax Year 2004 Case Number: 245

Values

Assessed Values	100%	35%
Land	\$46,670	\$16,330
Improvements	\$117,610	\$41,160
CAUV	\$0	\$0
Total	\$164,280	\$57,490

Current Year Special Assessments

41100-MCD/AP MCD/AQUIFER PRES SUBD \$1.58

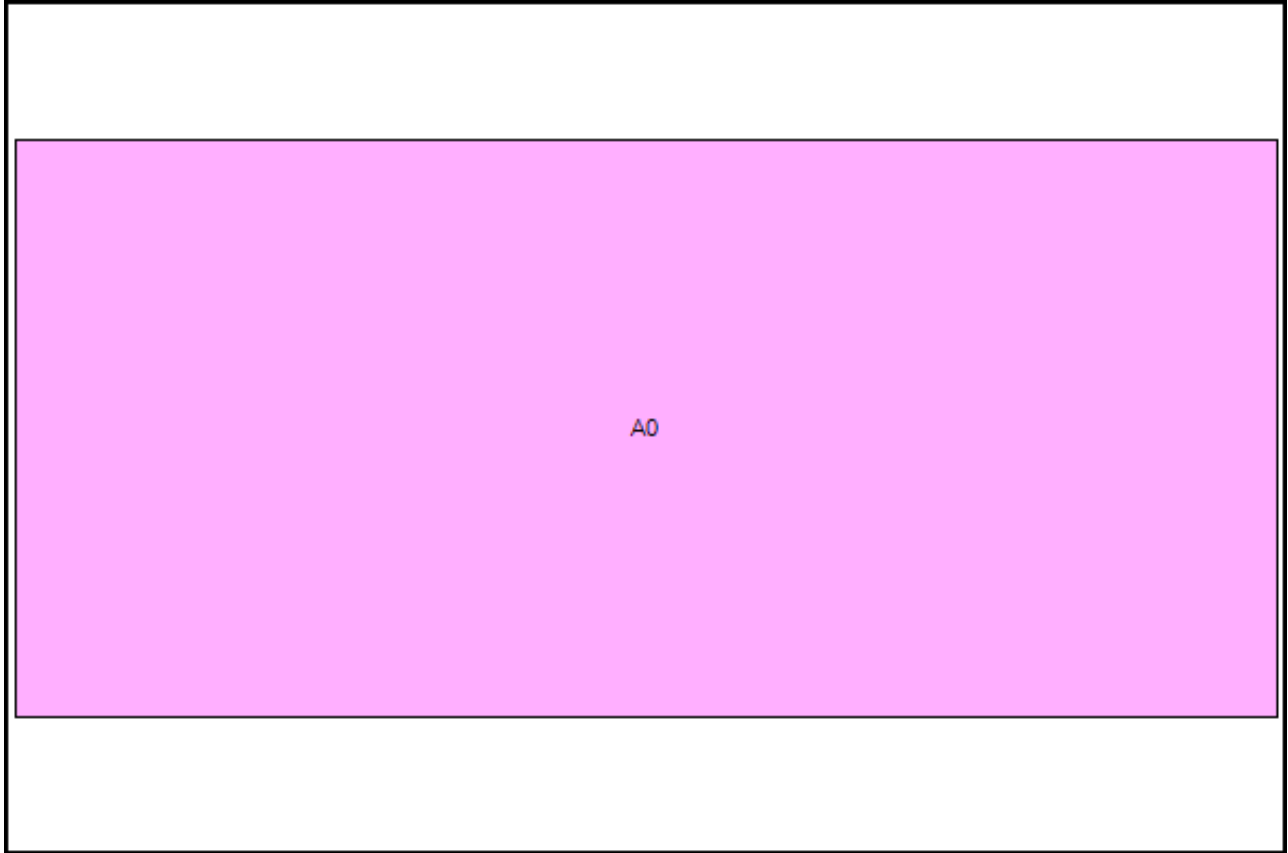
Current Year Rollback Summary

Non Business Credit \$0.00
Owner Occupancy Credit \$0.00

Homestead \$0.00
City of Dayton Credit \$0.00
Reduction Factor -\$1,681.84

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/14/2014	1st Half Payments	2nd Half Due 7/18/2014	2nd Half Payments	Total Currently Due
2013	\$0.00	\$0.00	\$2,618.98	-\$2,618.98	\$2,617.40	-\$2,617.40	\$0.00



Commercial Property Data

Primary Use of Building	ORA-01722: invalid number
Year Built	1983
Number of Stories	02
Number of Units	
Building Gross Floor Area	5124
Number of Bedrooms	

Line	Description	Square Footage	Value
1	OFFICES	1,708	59,600
2	OFFICES	1,708	80,840
3	OFFICES	1,708	79,510

Out Building

Improvement	ASPHALT OR BLACKTOP PAVING
Quantity	1
Size (sq. ft)	8000
Year Built	1983
Grade	C
Condition	AVERAGE
Value	7410

First Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2013	41100-MCD/AP MCD/AQUI	\$1.58	\$0.00	-\$1.58	\$0.00
2013	REAL	\$2,617.40	\$0.00	-\$2,617.40	\$0.00
Total:		\$2,618.98	\$0.00	-\$2,618.98	\$0.00

Second Half Taxes

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2013	REAL	\$2,617.40	\$0.00	-\$2,617.40	\$0.00
Total:		\$2,617.40	\$0.00	-\$2,617.40	\$0.00

Prior Year Adjustments

Tax Year	Real/Project	Charge	Adjustments	Payments	Amount Due
2004	41100-MCD/AP MCD/AQUI	\$3.21	\$0.00	-\$3.21	\$0.00
2004	REAL	\$6,290.88	-\$1,573.76	-\$4,717.12	\$0.00
2011	41100-MCD/AP MCD/AQUI	\$0.00	\$0.08	-\$0.08	\$0.00
2011	REAL	\$0.00	\$120.12	-\$120.12	\$0.00
Total:		\$6,294.09	-\$1,453.56	-\$4,840.53	\$0.00

Grand Totals

	Charge	Adjustments	Payments	Amount Due
GRAND TOTALS	\$5,236.38	\$0.00	-\$5,236.38	\$0.00

TAX PAYMENTS MAY BE MAILED TO MONTGOMERY COUNTY TREASURER, 451 WEST THIRD ST., DAYTON OH 45422

* PAYMENTS POSTED THRU JULY 19, 2014

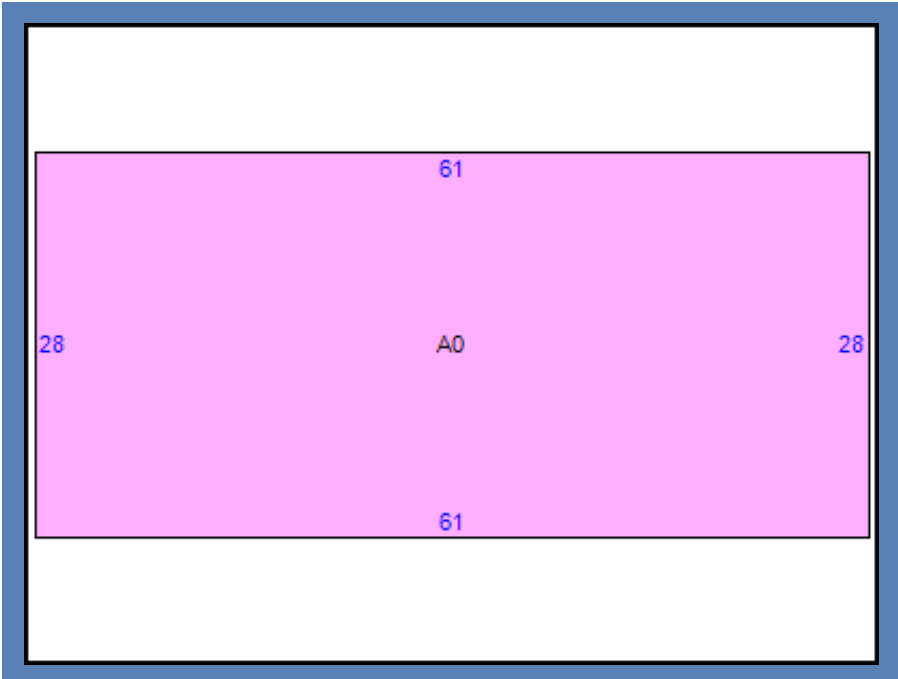
PARID: 067 28409 0001
PARCEL LOCATION: 1436 YANKEE PARK PL

NBHD CODE: C2001000

Tax Year	Total Value
2000	278,490
2001	278,490
2002	301,070
2003	301,070
2004	225,750
2005	225,750
2006	225,750
2007	225,750
2008	176,640
2009	176,640
2010	176,640
2011	164,280
2012	164,280
2013	164,280
2014	164,280

PARID: 067 28409 0001
PARCEL LOCATION: 1436 YANKEE
PARK PL

NBHD CODE: C2001000



Label	Code	Description	Area
A0	053	OFFICES	1708

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
02-DEC-85	\$230,000			
01-JUN-07		200700047100	BRUCE DAVID E ETAL	GABRIEL SPEROS A ETAL 3
01-JUN-07		200700047101	GABRIEL SPEROS A ETAL 3	GABRIEL SPEROS A AND
28-AUG-07		200700073551	GABRIEL SPEROS A AND	GABRIEL SPEROS A AND
09-MAY-13		201300032697	GABRIEL SPEROS A AND	GABRIEL PHYLLIS C

Sale Details

1 of 5

Date	02-DEC-85
Sale Price	\$230,000
Sale Validity	0-0
Sale Type	LAND AND BUILDING
Deed Reference	
Instrument Type	



Ohio Real Estate Auctions, LLC

CONTRACT TO PURCHASE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: June 25, 2015

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser agrees to purchase from the undersigned owner (seller) through *Ohio Real Estate Auctions, LLC*, (Broker), the following described real estate in Montgomery County, OH and known as:
1436 Yankee Park Place, Centerville, Ohio 45458; Montgomery County PID: O67 28409 0001
2. **PRICE AND TERMS:** Purchaser agrees to pay the amount of the high bid \$_____ plus the buyer premium of \$_____ for a **Total Contract Price of \$_____** for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of \$_____ (**10% of Total Purchase Price**) to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached. * **See Irrevocable Letter of Instruction Re: Down Payment.**
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before **July 15, 2015**. The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary.
4. Buyers will close through: **M&M Title Co; 7925 Paragon Road, Dayton, Oh. 45459; (937)434-7366; Tyna Brown; tbrown@mmtitle.com.**
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of **\$200** per day after original closing date.
6. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. **BINDING OBLIGATION:** Purchaser is **buying the property As-Is, Where-Is and without Recourse**. If Purchaser fails to close for any reason whatsoever, except a nonmarketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
8. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except _____. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. **PURCHASER IS RELYING SOLEY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.**
9. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
10. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by Warranty deed with release of dower right, if any, **AND SUBJECT TO THE RIGHTS OF THE TENANTS**, if any, under existing leases and state law. Title shall be free and unencumbered as of

Closing, except restrictions and easements of record and except the following assessments (certified or otherwise):

11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.
12. **DISCLOSURE:** Buyer Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given at closing, _____ @ _____ AM PM, subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS:** The property sells: to the high bidder regardless of price, *or* subject to _____.
17. **\$ _____ (10% of Total Purchase Price)** must be deposited at the time of Auction Registration as down payment by Cash or Cashier's Check (presented with positive I.D). This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of M & M Title Company as escrow agents for the sellers.
18. A ten percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser. No Buyer premium will be charged.
19. Taxes will be prorated using the Short Proration Method. In this formula, Buyer will assume accrued taxes for a 6 month period of time in which the Seller owned the property.
20. This property is being sold at Public Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information contained online was obtained by sources deemed reliable. However, neither Ohio Real Estate Auctions, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The seller and Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
21. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
22. The buyer, seller shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and guarantees to convey a good and marketable title. The buyer, seller, split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
23. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.
24. Real Estate is sold through Ohio Real Estate Auctions, LLC.
25. **OTHER:** _____

26. **EXPIRATION AND APPROVAL:** Accepted

27. Make Deed to: (print) _____

The Purchaser has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

PURCHASER: _____

PURCHASER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

28. **ACTION BY OWNER:** The undersigned Seller has read and fully understands the foregoing offer and hereby: accepts said offer, pending Court Confirmation, and agrees to convey the Real Estate according to the above terms and conditions, rejects said offer, or counteroffers according to the modifications initialed by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before _____ o'clock A.M. P.M. Noon Midnight EASTERN STANDARD TIME _____, 20____. Owner acknowledges that Agency Disclosure Statement has been signed.

29. **SELLING FEES AND EXPENSES:** Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

30. **RECEIPT:** DATE: June 25, 2015 Ohio Real Estate Auctions, LLC hereby acknowledge receipt of \$ _____ cash

cashier's check# _____ personal check # _____ other _____ made payable

to **M & M Title Company** as down payment in accordance with terms herein provided.

_____ \$ _____ X _____ % _____

CO-OP BROKER FIRM

CO-OP AGENT / BROKER

PHONE _____





Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 1436 Yankee Park Place, Centerville, Ohio 45458 under the terms and conditions of the attached Contract to Purchase at Public Auction dated: 25 June 2015.

As part of this transaction I am to make a down payment of money to "Ohio Real Estate Auctions" who will then transfer that money to M & M Title Company, who will hold the money until closing.

I understand that the funds I have provided to Ohio Real Estate Auctions/M & M Title Company are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct M & M Title Company to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

A non-refundable (except in the case of a non-marketable title) down payment of \$_____ to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve M & M Title Company, to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold M & M Title Company, & Ohio Real Estate Auctions harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated 25 June 2015, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: _____



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: _____

Buyer(s): _____

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



CONSUMER GUIDE TO AGENCY RELATIONSHIPS



Ohio Real Estate Auctions LLC

We are pleased you have selected **Ohio Real Estate Auctions LLC** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Ohio Real Estate Auctions LLC** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With Ohio Real Estate Auctions LLC

Ohio Real Estate Auctions LLC does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but **Ohio Real Estate Auctions LLC** and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Ohio Real Estate Auctions LLC** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and **Ohio Real Estate Auctions LLC** will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Ohio Real Estate Auctions LLC** has listed. In that instance **Ohio Real Estate Auctions LLC** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Ohio Real Estate Auctions LLC** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Ohio Real Estate Auctions LLC** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Ohio Real Estate Auctions LLC** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and **Ohio Real Estate Auctions LLC** will be representing your interests. When acting as a buyer's agent, **Ohio Real Estate Auctions LLC** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date

