

5692 Far Hills Avenue

Washington Township, Ohio 45429

Auction

Tuesday, February 27th @ 11:30am

Purchaser Information Package

Tim Lile, CAI - Auctioneer

TimLileAuctioneer@gmail.com

(937)689-1846

Ohio's largest firm Specializing in the Sale of Real Estate at Public Auction



Absolute Real Estate Auction Tuesday, February 27th @ 11:30am 5692 Far Hills Avenue Washington Township, Ohio 45429 Sells to the Highest Bidder Regardless of Price!

No Minimum &
No Reserve!



\$24,156.67 Monthly Rents ~ Online Bidding Available ~ BUY-NOW price \$1,400,000

Property Description: 17,788 SF 2-Story, Office Building with full finished basement and elevator serving all three floors. Property is situated on 2.612 Acres in GREAT Washington Township location. 40,000 ADT on Far Hills Avenue and NO City Income Tax! Currently 70% occupied by an Orthopedic Surgeon, Neurosurgery Group, Medical Imaging Group and a Pediatrician with short-term leases allowing new owner to occupy, redevelop or manage current cash flow. Plans for adding 2nd 7,000 SF building on site already approved. Built in 1980 and updated in 2003. 100+ Parking spaces; Zoned B-1 Business. Tax Appraised at \$1,239,650.

Montgomery County PID: O67 03709 0222

Total Monthly Rents: \$24,156.67

INSPECTIONS: Tuesday, 2/13; Tuesday, 2/20 and Monday, 2/26 12:00noon to 1:00pm

TERMS: Sells regardless of price to the highest bidder with no minimums or reserves. 10% down day of auction by cash or check which will become your non-refundable deposit. The real estate is sold As Is with no contingencies. All inspections must be done prior to Auction. Close within 30 days. A 10% buyer's premium will be added to the high bid to obtain the final contract selling price. Short tax proration. Buyer pays all closing costs. General warranty deed given at closing with no liens or back taxes.

<u>Deposit and Closing:</u> Successful bidder will be required to deposit 10% of the total contract price on Auction Day. Close on or before March 28, 2018 through M & M Title Company.

Realtor Participation: 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 48 hours prior to auction time & prior to clients' online registration if bidding online; 2) Accompany your client to a scheduled Inspection or conduct a private showing; 3) Guide buyer to closing.

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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.



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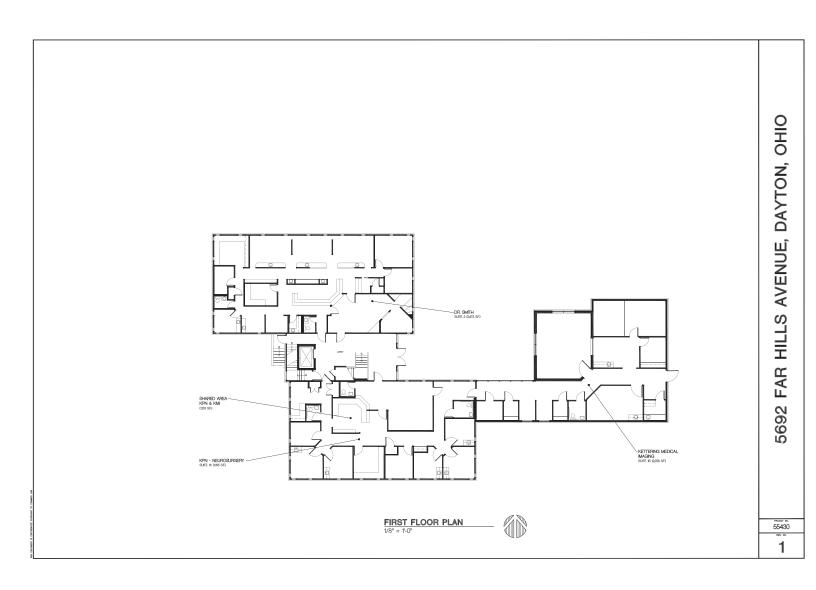
Floor Plans

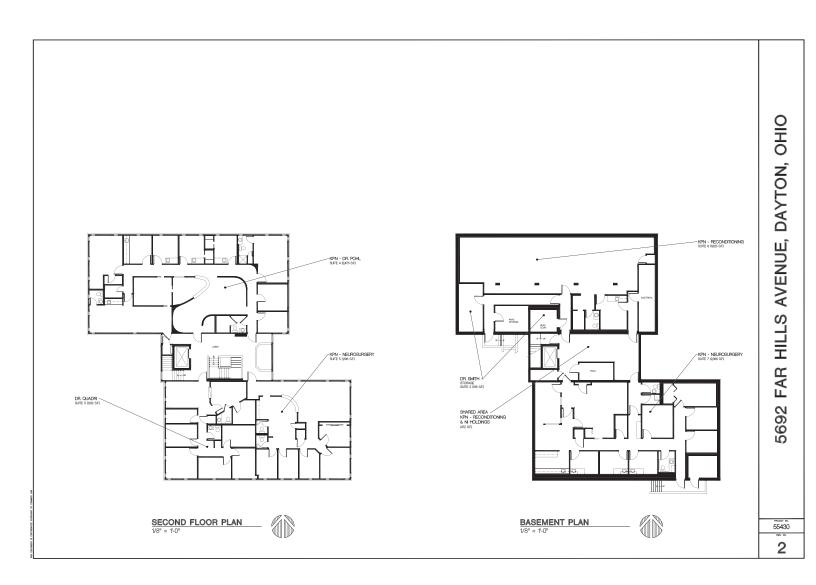
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Taxes

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PARID: 067 03709 0222

PARCEL LOCATION: 5692 FAR HILLS

AVE

NBHD CODE: C2001000

Click here to view neighborhood map

Owner

Name

NI HOLDINGS LLC

Mailing

Name NI HOLDINGS LLC

Mailing Address 5692 FAR HILLS AVE SUITE 1

City, State, Zip KETTERING, OH 45429

Legal

Legal Description 6-2-27

Land Use Description C - MEDICAL CLINICS AND OFFICES

Acres 2.612

Deed 1979-00031A004

Tax District Name WASHINGTON-CENTER CS

Sales

Date Sale Price Deed Reference Seller Buyer

25-MAR-03 \$1,540,000 H S PROPERTIES NI HOLDINGS LLC

Board of Revision

Tax Year Case Number: BTA/CPC Result

2003 689

2010 1617 BTA10 BTA final decision

Values

	35%	100%
Land	183,390	523,970
Improvements	250,490	715,680

CAUV 0 0 Total 433,880 1,239,650

Current Year Special Assessments

41100-MCD/AP MCD/AQUIFER PRES SUBD	\$10.92
11777-APC FEE	\$491.40

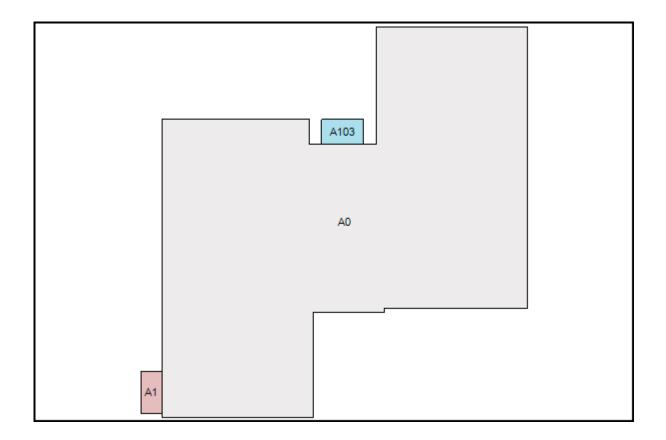
Current Year Rollback Summary

Non Business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

-\$13,250.80 **Reduction Factor**

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half Due 2/16/2018	1st Half Payments	2nd Half Due 7/20/2018	2nd Half Payments	Total Currently Due
2017	\$0.00	\$0.00	\$20.097.90	\$0.00	\$20.086.98	\$0.00	\$40.184.88



PARID: 067 03709 0222

PARCEL LOCATION: 5692 FAR HILLS

AVE

NBHD CODE: C2001000

Commercial Property Data

1 of 2

Primary Use of Building 353-OFFICE BLDG L/R 1-4S

Year Built 1980 Number of Stories 02

Number of Units

Building Gross Floor Area 16692

Number of Bedrooms

Line	Description	Square Footage	Valu	е
1	SUPPORT AREA		376	78,110
1	OFFICES		2,332	182,970
2	OFFICES		5,188	288,370
3	OFFICES		5,564	406,640
4	OFFICES		5,564	379,130

Out Building

Improvement ASPHALT OR BLACKTOP PAVING

Quantity

Size (sq. ft) 36500 Year Built 2003 Grade С

Condition **AVERAGE** Value 33340

PARID: 067 03709 0222 **PARCEL LOCATION: 5692 FAR HILLS**

NBHD CODE: C2001000 AVE

Tax Year	r Total Value
2000	822,530
2001	822,530
2002	883,360
2003	1,540,000
2004	1,817,560
2005	1,996,230
2006	1,996,230
2007	1,996,230
2008	2,039,410
2009	2,039,410
2010	1,750,000
2011	1,567,310
2012	1,567,310
2013	1,567,310
2014	1,239,650
2015	1,239,650
2016	1,239,650
2017	1,239,650
2018	1,239,650 *** TENTATIVE VALUES CURRENTLY UPDATING ***

NBHD CODE: C2001000

PARID: 067 03709 0222

PARCEL LOCATION: 5692 FAR HILLS

AVE

Sales

Date Sale Price Deed Reference Seller Buyer

25-MAR-03 \$1,540,000 H S PROPERTIES NI HOLDINGS LLC

Sale Details

25-MAR-03 Date Sale Price \$1,540,000

Sale Validity 3-PROPERTY CHANGED AFTER SALE

Sale Type LAND AND BUILDING

Deed Reference

Instrument Type **GENERAL WARRANTY** PARID: 067 03709 0222

PARCEL LOCATION: 5692 FAR HILLS

AVE

Tax Detail

NBHD CODE: C2001000

Taxes for Selected Year (Without Payments)

1st Half Real 1st Half Total Asmt 2nd Half 2nd Half 2nd Half Total Real Asmt Total

\$19,841.28 \$256.62 \$20,097.90 \$19,841.28 \$245.70 \$20,086.98 \$40,184.88

Current Taxes Due

	Charges	Payments	Penalties	Interest	Unpaid Balance
1st Half	\$20,097.90	\$0.00	\$0.00		\$20,097.90
2nd Half	\$20,086.98	\$0.00	\$0.00	\$0.00	\$20,086.98
Full Year	\$40,184.88	\$0.00	\$0.00	\$0.00	\$40,184.88



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Rent Roll

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5692 Far Hills Ave – Rent Roll

Suite#	Tenant	Sq. Ft.	Inception	Term	Monthly Rent
1, 1A, 5, 7	KPN	3,497	1/1/11	m-t-m	\$9,539.29
1B	KMI	2,258	1/1/11	m-t-m	\$9,190.06
2	Vacant	2,473	N/A	N/A	-
3	Quadri	1,102	1/1/11	m-t-m	\$1,540.88
4	Pohl	2,473	7/1/11	m-t-m	\$3,885.84
6	Vacant	1,623	N/A	N/A	-
7	Vacant	2,366	N/A	N/A	-



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Sample Lease

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DUITO I'M

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of January 1, 2011 ("Effective Date") by and between NI HOLDINGS LLC, an Ohio limited liability company, the address of which for purposes of this Lease is c/o Neurosurgery, Inc., 3533 Southern Blvd., Kettering, Ohio 45429 (herein, "Landlord") and KETTERING MEDICAL CENTER, an Ohio not-for-profit corporation, the address of which for purposes of this Lease is 5692 Far Hills Avenue, Suite #1, Washington Township, Ohio 45429, Attention: ______ (herein, "Tenant").

PREMISES. Subject to the terms and conditions contained herein, Landlord 1. hereby leases to Tenant, and Tenant hereby leases from Landlord (collectively, the "Premises"): (a) an undivided right to use in common with the other first floor tenants, the limited common portion of Suite 1 space containing approximately 1,511 rentable square feet ("RSF") of space consisting of a waiting area, reception area, public restroom, hallways and employee lounge and outlined on the floor plan ("Floor Plan") attached hereto as Exhibit A-1 (the "Limited Common Area"), and (b) that space containing approximately 3,044 RSF located adjacent to Suite 1 and designated as Phase 1 of New Addition on the Floor Plan (the "Exclusive Space"), all located on the first floor in the building (the "Building") located at 5692 Far Hills Avenue, Washington Township, Montgomery County, Ohio. The legal description of the real property upon which the Building is located is attached hereto as Exhibit A-2 (the "Property"). As used in this Lease, rentable square feet (RSF) means the useable square footage of a space plus a common area load factor of 1.2 intended to create a gross lease. For the purposes of this Lease, Tenant's proportionate share of the Limited Common Area shall be approximately eighty-one and nine tenths percent (81.9%) or 1,237.5 RSF ("Tenant's Proportionate Share").

2. TERM.

- A. <u>Initial Term</u>. The initial term of this Lease shall be for a period of five (5) years (the "**Initial Term**"), commencing on January 1, 2011 (the "**Commencement Date**") and expiring on December 31, 2015.
- Options") to renew this Lease with respect to all (but not less than all) of the Premises for additional terms (the "Renewal Terms") of one (1) year each, commencing on the day immediately following the expiration of the then current Term; provided Tenant gives Landlord written notice of its election to exercise a Renewal Option no later than the date which is three (3) months prior to the expiration of the then current Term and no Event of Default exists on Tenant's part either on the date Tenant exercises a Renewal Option or at any time through and including the proposed commencement date of the applicable Renewal Term. The foregoing Renewal Terms shall be upon the same terms and conditions set forth in this Lease, except that the Annual Base Rent shall be determined in accordance with Section 3.B. below. As used herein, the "Term" of this Lease means the Initial Term and, if applicable, any Renewal Term.
- C. <u>"Lease Year"</u> shall mean each twelve (12) month period occurring during the Term (including any Renewal Terms), the first of which shall commence on the Commencement Date, and each subsequent Lease Year shall commence on the day immediately succeeding the last day of the preceding Lease Year.

RENT.

- A. <u>Initial Annual Base Rent</u>. Beginning on the Commencement Date, Tenant shall pay to Landlord, base rent ("Annual Base Rent") in the amount of \$33.50/RSF of Exclusive Space and \$18.00/RSF of Tenant's Proportionate Share of the Limited Common Area, which equals \$107,277.00 annually, payable in equal monthly installments of \$8,939.75 each, in advance on the first day of each calendar month during the Term of this Lease (subject to Section 3.B.). The monthly installment of Annual Base Rent for any partial calendar month at the beginning or end of the Term shall be prorated on a per diem basis. In no event shall the Annual Base Rent (as such amounts are adjusted pursuant to Subsection 3.B. below) exceed fair market value.
- B. <u>CPI Adjustments</u>. Effective on the first day of the second Lease Year and on the first day of each successive Lease Year thereafter during the Term, the Annual Base Rent shall be adjusted based upon the Consumer Price Index ("CPI") in accordance with the following:
- (1) As used in this Section, the following terms shall have the following respective meanings unless the context otherwise requires:
 - (a) "Landlord's Statement" shall mean a written statement containing a computation of the Annual Base Rent increase pursuant to the provisions of this Section.
 - (b) "Index" shall mean the "Consumer Price Index for All Urban Consumers, Midwest Region for Services less rent of shelter" published by the Bureau of Labor Statistics of the U.S. Department of Labor (December 1982=100), or a successor or substitute index appropriately adjusted (December 1982=100). If the Index ceases to use the December 1982 figure as the basis of calculation, then the Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Index in effect at the date of this Lease not been altered. In the event that the Index (or a successor or substitute index) is not available, a reliable government or other non-partisan publication selected by Landlord, evaluating the information theretofore used in determining the Index, shall be used and shall be deemed to constitute the Index.
 - (c) "Percentage of Change" shall mean the percentage by which the Index increased over the twelve month period prior to the commencement of the Lease Year for which such adjustment is being made.
 - (2) At the commencement of each Lease Year, the amount of Annual Base Rent shall be adjusted and Tenant shall pay as Annual Base Rent for such Lease Year and for each subsequent Lease Year until the next adjustment an amount equal to the Annual Base Rent amount in effect for the immediately prior Lease Year multiplied by one (1) plus the Percentage of Change.

- (3) As soon as practical following the commencement of each Lease Year, Landlord shall deliver to Tenant a Landlord's Statement showing the computation of the increased Annual Base Rent due from the Tenant pursuant to this Section for the applicable Lease Year. On the first day of each month during the applicable Lease Year, Tenant shall pay a sum equal to the monthly portion of such increased Annual Base Rent as shown upon such Landlord's Statement; provided, however, that Landlord's failure to deliver a Landlord's Statement or otherwise notify Tenant of the amount of the new Annual Base Rent prior to the adjustment date shall not relieve Tenant of the obligation to pay the new Annual Base Rent amount.
- (4) Notwithstanding anything to the contrary contained herein, except as provided in Subsection 3.A. above, in no event shall any such CPI adjustment result in a decrease of the Base Rent.
- C. Rent. The term "Rent" shall mean Annual Base Rent, plus all other sums payable by Tenant under this Lease.
- Late Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other amounts due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any loan secured by the Building. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord within five (5) business days following the due date, Tenant shall pay to Landlord a late charge equal to one and one-half percent (1.5%) of such overdue amount for each month that such amount is overdue. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.
- E. <u>Independent Covenants</u>. Tenant hereby agrees that Tenant's obligation to pay Rent is independent of any obligation of Landlord hereunder and every other covenant in this Lease and shall be made without set-off or reduction whatsoever, except as otherwise expressly provided herein.
 - SECURITY DEPOSIT. This section has been intentionally deleted.
- 5. <u>SERVICES FURNISHED BY LANDLORD</u>. So long as Tenant is not in default hereunder, Landlord agrees to furnish the following services:
 - Heating and air conditioning for the Common Areas.
- B. Janitorial service including snow removal except Saturdays, Sundays and legal holidays, for the Common Areas.
- C. Water services to the Premises and the Common Areas, electricity, sewerage and other utility services for the Common Areas, and the Landlord shall not take any action to interfere with the flow of any utility to the Premises.

All of the foregoing services shall be subject to suspension by reason of mechanical breakdown, labor trouble, shortage of materials, other causes beyond Landlord's reasonable control or when necessary for the purpose of making repairs or improvements. Tenant will arrange for and, pay the cost of, electrical service to the Premises. If Tenant desires additional services, Landlord will make the same available (if available to Landlord), with all cost of installation, if any, paid for by Tenant.

COMMON AREAS.

- A. <u>Common Areas</u>. As used in this Lease, "Common Areas" shall mean all areas within the Property which are available for the common use of tenants of the Property and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, access roads, landscaping, and planted areas. Landlord, from time to time, may change the size, location, nature, and use of any of the Common Areas, convert Common Areas into leaseable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land or facilities. Tenant acknowledges that such activities may result in inconvenience to Tenant. Such activities and changes are permitted if they do not materially affect Tenant's use of the Premises.
- Rules and Regulations. All Common Areas of the Building shall be under B. the exclusive control of the Landlord. Landlord may impose reasonable security regulations over ingress and egress to the Building prior to 8:00 am and after 6:00 p.m. and on Saturdays, Sundays and holidays (collectively, "Non-Normal Business Hours"), so long as such regulations do not prevent or unreasonably interfere with Tenant's use and access to the Premises when desired, and so long as Tenant is able to operate its businesses at such times as it desires (subject to Subsection 5.A above). No sign, advertisement or notice shall be inscribed, printed or affixed on any part of the outside or inside of said Building (including windows) unless of such color, size and style and in such places upon or in the Building as may be approved in writing, in advance, by the Landlord, which approval shall not be unreasonably withheld, and shall be paid for by the Tenant; provided that Tenant may inscribe, print or affix such signs, advertisements or notices necessary to comply with applicable regulatory requirements. Landlord specifically approves the signage described in Exhibit B attached hereto. The Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be desirable for the safety, care and cleanliness of the Building, and for the preservation of good order therein, and when so made and notice thereof given the Tenant, shall have the same force and effect as if originally made a part of this Lease (the rules and regulations set forth in this Subsection 6.B. together with such reasonable rules and regulations as Landlord may establish or modify from time to time are collectively referred herein as the "Rules and Regulations").
 - C. <u>Use of Common Areas</u>. Tenant shall have the non-exclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to the Rules and Regulations. Tenant shall abide by all such Rules and Regulations and shall use its best efforts to cause others who use the Common Areas with Tenant's express or implied permission to abide by Landlord's Rules and Regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's reasonable judgment, are desirable to maintain or improve the Property; provided such closure shall not prevent or unreasonably hinder Tenant's access to the Premises and Landlord agrees to use commercially reasonable efforts to minimize

interference with Tenant's use of the Premises. Tenant shall not interfere with the rights of Landlord, other tenants, or any other person entitled to use the Common Areas.

7. <u>UTILITIES</u>. Tenant shall promptly pay, directly to the appropriate supplier, the cost of all natural gas, heat, cooling, energy, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Premises, allocable to the period from the time Tenant shall first enter the Premises, throughout the Term and thereafter as long as Tenant shall remain in the Premises, together with any related installation or connection charges or deposits. If any services or utilities are jointly metered with other premises, Landlord shall make a reasonable determination of Tenant's proportionate share of such utility costs and Tenant shall pay such share to Landlord in accordance with Section 3. Landlord shall not be liable for damages, consequential or otherwise, nor shall there be any rent abatement arising out of any curtailment or interruption whatsoever in utility services, unless the same is due to any gross negligence or intentional act of Landlord.

8. USE OF PREMISES.

- A. Permitted Use of Premises. Tenant shall use the Premises for medical purposes and MRI imaging and for no other purpose without Landlord's prior written consent. Tenant shall comply with all reasonable rules and regulations implemented by Landlord from time to time with respect to the Premises and Tenant's use thereof. Without limiting any obligations of Tenant under or pursuant to Section 8.B. below, Tenant, at its sole cost and expense, shall be responsible for and cause the proper disposal (and disposal in accordance with all applicable legal requirements) of all medical waste, including hypodermic needles arising from Tenant's use of the Premises. If Tenant's use of the Premises, other than for medical offices, is directly attributable to any increase in the cost of Landlord's insurance or requires additional insurance coverage, then Tenant shall reimburse Landlord fully for any additional costs related thereto.
- Compliance with Laws; Hazardous Substances. At its sole cost and B. expense, Tenant shall comply with all laws, ordinances and regulations of municipal, state and federal authorities now or hereafter in force, pertaining to the Premises and its use thereof, including without limitation orders under and relating to the Occupation Safety and Health Act of 1970 and amendments thereto and any and all police, health, safety or fire regulations, and with the orders or requests of insurance rating boards relating to the Premises ("Applicable Laws"). In addition, Tenant shall not cause or permit any toxic or hazardous substance or materials or medical waste to be used, handled or disposed of in or about the Premises except those used in Tenant's normal course of business which are properly stored and disposed of, at Tenant's sole expense, in accordance with Applicable Laws. Without limiting any obligations of Tenant under or pursuant to any provisions of this Lease, Tenant shall indemnify, defend and save Landlord harmless from all expenses, losses, costs, claims, liability or damages resulting from the release of toxic or hazardous substances, or medical or other toxic or hazardous waste on or from the Premises by Tenant, its agents or contractors during the Term or resulting from Tenant's (or its agents' or contractors') violation during the Term of any applicable laws, statutes, codes, ordinances, order, rules and regulations of governmental authorities having jurisdiction over the Premises and pertaining to, regulating or establishing standards with respect to the environment, hazardous or toxic substances, medical waste, pollutants or occupational health or safety (excluding violations resulting from the acts or omissions of Landlord, its officers, directors, agents, contractors or employees). Landlord shall indemnify, defend and save Tenant harmless from all expenses, losses, costs, claims, liability or damages resulting from the

release of toxic or hazardous substances, or medical or other toxic or hazardous waste on or from the Premises by Landlord or any other third party prior to Tenant's occupancy, to the extent that such release adversely affects Tenant's use or occupancy of the Premises.

C. <u>Landlord's Access</u>. Landlord or its agents may enter the Premises at all reasonable times to show the Premises to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of hazardous material; or for any other purpose Landlord deems necessary. Landlord shall give Tenant 48 hours prior notice (which may be oral) of such entry, except in the case of an emergency, in which event Landlord shall make reasonable efforts to notify Tenant. Notwithstanding the foregoing, except in the event of any emergency which Landlord reasonably believes may pose a serious threat to the safety or preservation of any persons, property, or the Premises, the Landlord will not enter any area of the Premises if such entry would jeopardize the privacy or confidentiality of either Tenant's patients or Tenant's confidential patient records.

CONDITION AND MAINTENANCE OF PREMISES.

- A. <u>Existing Conditions</u>. Tenant accepts the Property and the Premises in their condition as of the execution of this Lease. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the Premises or the suitability of the Property or the Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and the Premises and is not relying on any representations of Landlord with respect thereto.
- B. Damage to Tenant's Property. Tenant shall insure its personal property under an all risk full replacement cost property insurance policy as provided in Section 11. Except for damages caused by Landlord's negligence or intentional acts, Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person on or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about Premises, or from other sources or places; or (d) any act or omission of any other tenant of the Property. Tenant shall give Landlord prompt notice upon the occurrence of any accident or casualty at the Premises. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section 9.B. shall not, however, exempt Landlord from liability for Landlord's negligence or willful misconduct.
- C. <u>Landlord's Obligations</u>. Subject to the provisions of Sections 12 and 13, and except for damage caused by any act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, Landlord shall keep the foundation, roof, building systems (except that Tenant shall be exclusively responsible for the replacement of light bulbs and tubes), structural supports and exterior walls of the Building in good order, condition and repair. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair. Tenant hereby waives the benefit of any present or future law which provides Tenant the right to repair the Premises or Property at Landlord's expense or to terminate this Lease because of the condition of the Property or Premises.

- D. Tenant's Obligations. Except as provided in Sections 9.C., 12 and 13, Tenant, at Tenant's sole expense, shall keep all portions of the Premises, including, without limitation, plumbing, restrooms, lighting, man doors, dock doors, levelers, shelters, seals and bumpers (if any), windows, floors, fire/life safety systems, air rotation equipment and electrical items, in a clean and orderly condition. Tenant shall arrange and pay for its own janitorial service, trash removal, security system, telecommunication systems, and any and all other services that Tenant desires. Landlord shall, at Tenant's expense, repair any damage to the portions of the Property Landlord shall be required to maintain caused by Tenant's acts or omissions. If Tenant shall fail to maintain the Premises as required by this Section 9.D., Landlord may, upon twenty (20) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises (subject to Section 8.C.) and perform such maintenance on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs reasonably incurred in performing such maintenance immediately upon demand.
- E. <u>Limited Common Area</u>. Notwithstanding anything to the contrary contained herein, Landlord shall (i) keep the Limited Common Area in good order, condition and repair, (ii) provide janitorial service to the Limited Common Area and (iii) arrange with the appropriate supplier, all natural gas, heat, cooling, energy, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Limited Common Area; provided that Landlord shall not be liable for damages, consequential or otherwise, nor shall there be any rent abatement arising out of any curtailment or interruption whatsoever in utility services, unless the same is due to any gross negligence or intentional act of Landlord. Tenant shall reimburse Landlord Tenant's Proportionate Share of the cost of the foregoing within fifteen (15) days after a receipt of an invoice therefor.

ALTERATIONS; SIGNS.

- A. Tenant shall not make any alterations to the Premises, structural or otherwise, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld or delayed. The foregoing notwithstanding, Tenant shall be permitted, without having to obtain Landlord's consent, to make minor decorative-type alterations to the interior of the Premises that (i) are not visible from the outside of the Building, and (ii) do not affect the Building's heating, ventilating, air-conditioning, plumbing, electrical or mechanical systems or the windows, roof or structural portions of the Building. Landlord agrees and approves of Tenant placing signage and any space separators as required by regulations governing Tenant's use of the Premises.
- B. Tenant shall have the right to erect one or more signs at the Property identifying Tenant's business. The size, design, location and manner of attachment of such signs shall be subject to Landlord's prior written approval and comply with Washington Township's codes relating to signage and all other applicable local statutes, ordinances, rules, regulations and requirements. Tenant shall be solely responsible for the maintenance and repair of Tenant's signs. At the end of the Term, and unless otherwise agreed in writing by the parties, Tenant shall remove any signs installed by or on behalf of Tenant (including those installed on behalf of Tenant by Landlord) and repair any damage to the Property caused by the installation or removal thereof. Except as specifically provided herein, Tenant shall not remove any signs placed on the Property by Landlord. In the event Tenant, in its reasonable discretion, determines that any such signs interfere with or cause confusion to the public relative to Tenant's required duty under federal regulations to hold out to the public through visual means and otherwise that the public is entering a department of the hospital, then Tenant shall notify Landlord and Landlord shall use

commercially reasonable efforts to remedy such confusion. If the signage continues to cause the Tenant to be noncompliant with federal regulations, Tenant may remove such signage at its cost. Notwithstanding the foregoing, it is understood that any sign affixed or installed outside of the Building by the Landlord at Tenant's expense that refers to the Tenant may also include reference to other tenants of the Building, at such other tenants' cost.

All of Tenant's medical equipment and moveable trade fixtures owned or C. leased by Tenant from third party lessors, regardless of whether attached, and all furniture, furnishings, window treatments and other personal property owned or leased by Tenant from third party lessors, and all replacements thereof and substitutions therefor (collectively the "Personalty"), are and shall remain the property of Tenant or the third party lessor from whom such Personalty is leased by Tenant. Regardless of the method it is affixed to the Premises, the Personalty may be removed by Tenant (or by third party lessors or others claiming through Tenant) at Tenant or such third party lessor's (or other party's claiming through Tenant) expense upon expiration or earlier termination of this Lease. Tenant shall repair any damages to the Premises caused by such removal. Tenant may also remove any alterations, additions and improvements made to the Premises by Tenant if Tenant can restore the Premises to its condition prior to such alteration, addition or improvement; all other repairs, alterations, additions and improvements to the Premises shall revert to Landlord upon expiration or earlier termination of this Lease. By way of further clarification, however, in no event shall any of the foregoing entitle Tenant to remove from the Premises any parts of the following building systems: plumbing, HVAC and humidity control, electrical, security (alarm and doors), fire alarm and sprinkler systems and generator.

11. <u>INSURANCE; INDEMNIFICATION</u>.

- A. <u>Tenant's Insurance Obligations</u>. During the Term (including any extensions thereof and any holdover period), Tenant, at Tenant's expenses, shall maintain in effect the following described insurance or self-insurance coverages:
 - (1) Commercial General Liability insurance insuring Tenant against liability for bodily injury, property damage and personal injury at the Premises, including contractual liability insuring the indemnification provisions contained in this Lease. Such insurance shall name Landlord and any mortgagee, as additional insureds. Such insurance shall be for a limit of not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain commercial general liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability with respect to the Premises and the Property. The policy obtained by Landlord with respect to the Premises shall not provide primary insurance, shall not be contributory and shall be excess over any insurance maintained by Tenant.
 - (2) Worker's Compensation Insurance in the statutory amount covering all employees of Tenant employed or performing services at the Premises.
 - (3) Personal Property Insurance covering leasehold improvements owned or paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Premises, in an amount not less than 100% of the

full replacement cost, in accordance with the terms of such insurance coverage, without deduction for depreciation, providing protection against events protected under "Special Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief.

destruction of the Premises an amount sufficient to sustain Tenant for a reasonable period of time for: (i) the net profit that would have been realized had Tenant's business continued; and (ii) such fixed charges and expenses as must necessarily continue during a total or partial suspension of business to the extent to which they would have been incurred had no business interruption occurred, including, but not limited to, interest on indebtedness of Tenant, salaries of executives, foremen, and other employees under contract, charges under noncancelable contracts, charges for advertising, legal or other professional services, taxes and rents that may still continue, trade association dues, insurance premiums, and depreciation.

Prior to the earlier of Tenant's entry into the Premises or the Commencement Date and prior to the expiration of any policy, upon Landlord request, Tenant shall furnish Landlord proof of coverage evidencing that all required insurance or self-insurance is in force, and providing that such insurance may not be cancelled or changed without at least thirty (30) days prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premiums, in which event ten (10) days' prior notice shall be provided). If Tenant shall fail to deliver any certificate or renewal certificate or other such proofs of insurance to Landlord as required under this Lease within the prescribed time period, or if any such policy or self-insurance shall be canceled or materially modified during the Term which would adversely affect the coverage in connection with the Premises, without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord, as additional rent, for 110% of the cost of such insurance within ten (10) days after receipt of a statement of the cost of such insurance. Unless Tenant self insures as provided herein, Tenant shall maintain all insurance required under this Lease with insurers licensed to do business in the State of Ohio reasonably acceptable to Landlord. Landlord hereby acknowledges that Lexington Insurance and Continental Casualty Insurance Co. are insurance carriers currently acceptable to Landlord.

Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks described in this Section 11, in which case, at the request of Landlord, Tenant shall provide Landlord with adequate proof of such self-insurance (including Tenant's ability to self-insure), and the foregoing provisions of this Section 11, to the extent same are not applicable, shall not apply.

B. <u>Landlord's Insurance Obligations</u>. During the Term, Landlord shall maintain in effect all risk insurance covering loss of or damage to the Property in the amount of its replacement value with such endorsements and deductibles as Landlord shall determine from time to time. Landlord shall have the right to obtain flood, earthquake, and such other insurance as Landlord shall determine from time to time or shall be required by any lender holding a security interest in the Property. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant. Tenant shall not do or permit anything to be done which shall invalidate any such insurance. Any increase in the cost of Landlord's

insurance due to Tenant's use or activities at the Premises shall be paid by Tenant to Landlord as additional rent hereunder.

C. Mutual Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Lease, each party waives, as against the other and its employees and agents, all claims and rights of recovery, and on behalf of their respective insurance carriers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty, to the extent such property is covered by insurance required hereunder or any other valid and collectible insurance, even if such loss is caused by the negligence of the party released. All property insurance carried by either party shall contain a waiver of subrogation against the other party to the extent such right shall have been waived by the insured party prior to the occurrence of loss or injury.

D. <u>Indemnification</u>.

- (1) Subject to Subsection 11.C. above, Tenant shall indemnify and hold Landlord harmless from and defend Landlord from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses including reasonable attorney's fees for damage to any property, or injury to or death of any person arising in or from (i) the use or occupancy of the Premises by Tenant or persons claiming under Tenant, or (ii) arising from the negligence or willful misconduct of Tenant, its employees, agents, or contractors in, upon or about the Property, or (iii) arising out of any breach or default by Tenant under this Lease. The foregoing shall include investigation costs and expenses incurred by Landlord in connection with any claim or demand made under this Section. The provisions of this Subsection 11.D(1) shall survive the expiration or termination of this Lease with respect to any damage, injury, or death occurring prior to such time.
- Subject to Subsection 11.C. above and the limitations set forth in Subsection 11.B. above, Landlord shall hold Tenant harmless from and defend Tenant from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses including reasonable attorney's fees for damage to any property, or injury to or death of any person arising in or from the negligence or willful misconduct of Landlord, its employees, agents, contractors, or invitees in, upon or about the Property. The provisions of this Subsection 11.D(2) shall survive the expiration or termination of this Lease with respect to any damage, injury, or death occurring prior to such time.
- by fire or other casualty and Landlord estimates that such damage cannot reasonably be repaired within one hundred eighty (180) days after the casualty, either party may terminate this Lease by giving written notice thereof to the other party within thirty (30) days after the date of such damage. Upon any such termination, Rent shall be prorated as of the date of the fire or other casualty. If neither party so terminates this Lease, Landlord shall repair and reconstruct the Premises to substantially the same condition as existed immediately prior to such casualty loss except that Landlord shall not be required to expend more than the amount of insurance proceeds received by Landlord for such purpose, plus the amount of any insurance deductible carried by Landlord. If the Premises are damaged by fire or other casualty but to a lesser extent than 12015034.18

hereinabove specified in this Section 12, this Lease shall continue in full force and effect and Landlord shall repair and reconstruct the Premises to substantially the same condition as existed immediately prior to such casualty loss except that Landlord shall not be required to expend more than the amount of insurance proceeds received by Landlord for such purpose, plus the amount of any insurance deductible carried by Landlord. Notwithstanding anything to the contrary in this Section, if the aggregate amount of insurance proceeds received by Landlord and the amount of any insurance deductible carried by Landlord is not sufficient to restore the Premises to substantially the same condition as existed immediately prior to such casualty loss and, as a result, Landlord elects not to complete such restoration, Tenant may elect to terminate this Lease by giving written notice thereof to Landlord within thirty (30) days after the date of such damage and upon any such termination, Rent shall be prorated as of the date of the fire or other casualty, or Tenant may elect to accept the Premises to the extent restored by Landlord and negotiate a proportionate reduction in the Rent. Rent shall be abated during any period in which the Premises are being repaired or reconstructed under this Section 12.

- EMINENT DOMAIN. If the Premises or any part thereof is condemned or 13. appropriated by any public authority during the Term of this Lease in a manner so as to affect materially and adversely the use thereof by Tenant, either party may terminate this Lease by giving written notice thereof to the other party within thirty (30) days after the taking of possession by the condemning or appropriating authority. Upon any such termination, such Rent as shall be due from Tenant to Landlord to the date of the taking of possession of the Premises by the condemning or appropriating authority shall be paid by Tenant to Landlord at the rate herein provided. If neither party so terminates this Lease, this Lease shall remain in full force and effect and Landlord shall repair and reconstruct the Premises, as expeditiously as possible, to as nearly as practicable the same condition as existed immediately prior to such taking except that Landlord shall not be required to expend more than the amount of condemnation proceeds received by Landlord for such purpose. If the Premises or any part thereof is condemned or appropriated by any public authority during the Term of this Lease in a manner which does not materially and adversely affect the use thereof by Tenant, this Lease shall continue in full force and effect and Landlord shall repair and reconstruct the Premises, as expeditiously as possible, to as nearly as practicable the same condition as existed immediately prior to such taking except that Landlord shall not be required to expend more than the amount of condemnation proceeds received by Landlord for such purpose. Rent shall be abated during any period in which the Premises are being repaired or reconstructed under this Section 13. Notwithstanding anything to the contrary in this Section, if the amount of condemnation proceeds is not sufficient to restore the Premises to substantially the same condition as existed immediately prior to such taking and, as a result, Landlord elects not to complete such restoration, Tenant may elect to terminate this Lease by giving written notice thereof to Landlord within thirty (30) days after the taking of possession by the condemning or appropriating authority and upon any such termination, Rent shall be prorated as of the date of such taking.
 - 14. <u>DEFAULT</u>. In the event, (a) Tenant shall fail to pay any installment of Rent or any other sum herein required to be paid to Landlord within ten (10) business days after receipt by Tenant of written notice from Landlord that such amount is past due, (b) Tenant shall fail to perform any other obligation herein provided to be performed by Tenant (other than the payment of money) within thirty (30) days after receipt by Tenant of written notice thereof from Landlord (or, in the event such failure can be corrected, but cannot reasonably be corrected within such thirty (30) day period, in the event Tenant does not commence to correct such failure within said thirty (30) day period and thereafter diligently pursue such correction to completion), (c) Tenant ceases to be open for business in the Premises for thirty (30) consecutive days, (d) Tenant

deserts, abandons or vacates the Premises, (e) any petition is filed by or against Tenant under any section or chapter of any bankruptcy act or under any similar law or statute of the United States or its subdivisions and such petition is not vacated within 60 days of such filing, (f) Tenant becomes insolvent or makes a transfer in fraud of creditors, (g) Tenant makes an assignment for the benefit of creditors, or (h) a receiver is appointed for Tenant or any of the assets of Tenant; then and in any such event (herein called a "default"), Landlord, at its option, immediately or at any time during the continuation of such default may exercise any one or more of the following remedies without any notice or demand:

- A. Terminate Tenant's right to possession of the Property without terminating this Lease and thereupon Landlord may enter and retake the Property without further notice or demand and may, without being required to, relet the Property as agent of Tenant for the balance of the Term and receive the rent therefor, applying the same first to the payment of expenses of such re-entering and reletting and then to the payment of all rent due or to become due under the terms of this Lease, and Tenant shall pay any deficiency.
- Declare this Lease terminated and following such termination, without prejudice to other remedies Landlord may have by reason of Tenant's default or of such termination, Landlord may (i) peaceably reenter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess the Premises or relet the Premises or any part thereof for such term (which may be for a term extending beyond the Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make alterations and repairs to the Premises; and (iii) remove all personal property therefrom. The amount that Tenant shall pay to Landlord following a termination shall include all Rent unpaid up to the termination of the Term, costs and expenses incurred by Landlord due to such default and, in addition, Tenant shall pay to Landlord as damages, at the election of Landlord (if Landlord shall elect subsection (y) below, it may cease such election at any time), either (x) the discounted present value (at the then Federal Reserve Bank discount rate) of the aggregate Rent and other charges due during the period commencing with such termination and ending on the expiration date of this Lease, or (y) amounts equal to the Rent and other charges which would have been payable by Tenant had this Lease or Tenant's right to possession not been so terminated, payable upon the due dates therefor specified herein following such termination and until the expiration date of this Lease, provided, however, that if Landlord shall re-let the Premises during such period, Landlord shall credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting the expenses incurred or paid by Landlord in terminating this Lease, and the expenses of re-letting, including, without limitation, altering and preparing the Premises for new tenants, brokers' commissions, legal fees and all other similar and dissimilar expenses properly chargeable against the Premises and the rental therefrom, it being understood that any such reletting may be for a period equal to or shorter or longer than the remaining Term; and provided, further, that (i) in the no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder and (ii) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this subsection (y) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit. If the Premises or any part thereof should be re-let in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such re-letting and of the expenses of re-letting. In calculating the Rent and other charges under subsection (x) above, there shall be included, in addition to the Rent, other

considerations agreed to be paid or performed by Tenant, on the assumption that all such considerations would have remained constant (except as herein otherwise provided) for the balance of the full Term hereby granted.

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.

To the maximum extent permitted by law, Tenant agrees to pay all reasonable costs incurred by Landlord, including without limitation reasonable attorneys fees and disbursements, in enforcing this Lease, and Tenant agrees to indemnify Landlord against all such costs. Except as otherwise expressly provided herein, any and all rights and remedies which Landlord may have under this Lease and at law and equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

15. <u>NOTICE</u>. Notices required or permitted to be given under this Lease shall be personally delivered, or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered by Federal Express, UPS or any other recognized overnight courier service which in the ordinary course of business maintains a record of each delivery, to the parties at their respective addresses first set forth above or to such other addresses as may be designated by either party to the other by notice given in the manner permitted hereunder. Notices shall be deemed given upon receipt.

ASSIGNMENT AND SUBLETTING.

Consent. Subject to the provisions of this Section 16, without the prior written consent of Landlord, Tenant will not sublet the Premises or any part thereof or transfer possession or occupancy thereof to any person, firm or entity, or transfer or assign this Lease, and no subletting or assignment hereof shall be effected by operation of law or in any other manner; provided, however, no consent shall be required in connection with an assignment of this Lease to an entity that controls, is controlled by or is under common control with Tenant (where "control" of an entity shall mean the ownership of a majority of the outstanding equity interest in such entity) or in connection with the sale of all or substantially all of the assets and business of Tenant, so long as the purchaser of such assets and business agrees in writing to be bound by all of the terms and conditions of this Lease arising from and after such assignment and provided that such assignee or sublessee has substantially the same net worth as Tenant prior to such assignment or sublease and Tenant shall remain primarily liable for the payment of all rentals and other payments and for the performance of all of the other terms and covenants contained in this Lease on its part to be performed. Except as otherwise specifically provided in this Lease, all sublettings and assignments of the Premises and this Lease shall be subject to the provisions of this Lease. Any subletting or assignment consented to by Landlord, to be effective, shall be evidenced in writing in a form acceptable to Landlord. Consent by Landlord to any assignment or subletting by Tenant shall not operate as a waiver of the necessity for obtaining Landlord's consent in writing to any subsequent assignment or subletting requiring Landlord's The collection or acceptance of rent from any such assignee, subtenant or other occupant shall not constitute a waiver of or release of Tenant from any covenant or obligation contained in this Lease, nor shall such acceptance of rent from a subtenant be deemed to create any relationship between the Landlord and such subtenant. In the event that Tenant defaults under this Lease in the payment of Rent which default continues beyond any applicable cure period, Tenant hereby assigns to Landlord during the continuation of such default, the rent and other sums due from any subtenant, assignee or other occupant and hereby authorizes each such 12015034.18

subtenant, assignee and other occupant to pay said rent and other sums directly to Landlord upon demand. Any transfer of this Lease or the Premises without the prior written consent of Landlord pursuant to this Section 16 (if such consent is required) shall be void. By taking a transfer of this Lease by assignment, shall be bound by all provisions of this Lease, which accrue from and after the date of such assignment.

- B. Excess Payments. In the event Landlord consents to an assignment or sub-lease of the Premises, which assignment or sub-lease results in rental payments in excess of the monthly payments due and owing under the terms of this Lease, such excess rental payments shall belong equally to Landlord and Tenant.
- assignment of this Lease by Tenant or transfer of an interest in this Lease or in Tenant, Tenant shall remain liable to Landlord for payment of the Rent stipulated herein and all other covenants and conditions contained herein. No subletting of the Premises or assignment of this Lease or transfer of an interest in this Lease or in Tenant shall operate to release, discharge or otherwise affect the liability of any guarantors, co-signers or other parties liable to Landlord pursuant to the terms of any guaranty or otherwise for the obligations of Tenant under this Lease.
- D. <u>Successors and Assigns</u>. The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of Landlord and Tenant.
- and surrender the Property to Landlord, and Tenant shall remove all of Tenant's furniture, equipment and other personal property. If Tenant fails to surrender the Property at the end of the Term, Landlord shall have the option of treating Tenant's holdover as a month-to-month tenancy on the same terms and conditions under this Lease as were in effect as of the last day of the Term, except that the Annual Base Rent shall be increased to 125% of the Annual Base Rent then in effect, but nothing herein shall limit any of Landlord's rights or Tenant's obligations arising from Tenant's failure to vacate the Premises, including, without limitation, Landlord's right to repossess the Premises and remove Tenant therefrom at any time after the expiration or earlier termination of this Lease.

18. PROTECTION OF LENDERS.

Subordination and Nondisturbance. This Lease shall be automatically subordinate to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded; provided, however, that the holder of any such encumbrance shall execute a nondisturbance agreement in form and substance reasonably satisfactory to Tenant as a condition to such subordination. Landlord represents and warrants that the holders of all existing encumbrances on the Property have consented to this Lease and have agreed not to disturb the tenancy of Tenant under this Lease so long as Tenant is not in default hereunder. Tenant shall cooperate with Landlord and any lender which shall acquire a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that such lender executes an appropriate nondisturbance agreement as described above and Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material). If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether 12015034.18

this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

- Attornment. If Landlord's interest in the Property is acquired by any B ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which shall give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest. From and after any such attornment, mortgagee or any such transferee shall not be: (a) liable for any act or omission of any prior landlord (including Landlord); or (b) liable for or incur any obligation with respect to the construction of the Property or any improvements of the Property except as set forth in this Lease; or (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or (d) bound by any Rent which Tenant might have paid more than one month in advance to any prior landlord (including Landlord); or (e) bound by any amendment or modification of the Lease, or any consent to any assignment or sublease, made without the mortgagee's prior written consent if such consent is required under the applicable loan documents; or (f) responsible for the return of any security deposit not actually received by such mortgagee; or (g) liable for any obligation with respect to any breach of warranties or representations made by any prior landlord (including Landlord), or its agents or representatives, of any nature under this Lease or otherwise; or (h) liable for consequential damages.
- C. <u>Signing of Documents</u>. Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so.
- Estoppel Certificates. Within ten (10) days after Landlord's request, D. Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) the last date of payment of the Annual Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Tenant or this Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Landlord may deliver any such statement by Tenant to any prospective purchaser or encumbrancer of the Property, and such purchaser or encumbrancer may rely conclusively upon such statement as true and correct. If Tenant shall not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Annual Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of such facts..
- 19. <u>LIMITATION OF LANDLORD'S LIABILITY</u>. No individual partner, trustee, stockholder, officer, member, director, employee, advisor or beneficiary of Landlord or any partner, trustee, stockholder, officer, member, director, employee, advisor or beneficiary of any of the foregoing, shall be personally liable under this Lease and Tenant shall look solely to Landlord in pursuit of its remedies upon an event of default hereunder. The general assets of

Landlord's partners, trustees, stockholders, members, officers, employees, advisors or beneficiaries, and the partners, trustees, stockholders, members, officers, employees, advisors or beneficiaries of any of the foregoing, shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Tenant.

20. <u>LANDLORD DEFAULT</u>. Any failure by Landlord to observe or perform any provision, covenant or condition of this Lease to be observed or performed by Landlord, if such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord, shall constitute a default by Landlord under this Lease, provided, however, that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Landlord shall not be deemed to be in default if it shall commence such cure within such thirty (30) day period and thereafter rectify and cure such default with due diligence. In the event of default by the Landlord as set forth in this Section 20, Tenant shall have any and all rights available under all applicable laws.

21. GENERAL PROVISIONS.

- A. <u>Change of Building Name</u>. Landlord reserves the right to change the name of the building without liability to the Tenant for any inconvenience resulting therefrom.
- B. <u>Severability</u>. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Lease, which shall remain in full force and effect.
- C. <u>Interpretation</u>. The captions of the Sections of this Lease are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other, in any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission. This Lease shall not, and nothing contained herein, shall create a partnership or other joint venture between Landlord and Tenant.
- D. <u>Incorporation of Prior Agreements; Modifications</u>. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements shall be effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.
- E. <u>Waivers</u>. All waivers shall be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound by to the conditions of such statement.
- F. <u>No Recordation</u>. Tenant shall not record this Lease. Either Landlord or Tenant may require that a notice, short form or memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

- G. <u>Quiet Enjoyment</u>. So long as Tenant shall fully and faithfully perform each and all of the terms, covenants and conditions on its part, Landlord shall secure to Tenant the quiet and peaceful possession of the Premises against all persons, including predecessors in title or estate as well as those claiming under or through Landlord.
- H. Attorney's Fees. In the event any claim, action or proceeding is brought by either party against the other under or in connection with the subject matter of this Lease, the prevailing party in such action shall be entitled to recover from the losing party as part of the judgment in such action all costs, expenses and fees, including attorneys' fees, incurred in prosecuting and defending any complaint, answer, counterclaim or cross-complaint brought in such action, or incurred in any appeals, in such amount as the court determines is reasonable.
- I. <u>Binding Effect; Choice of Law.</u> This Lease shall bind any party who shall legally acquire any rights or interest in this Lease from Landlord or Tenant, provided that Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.
- J. <u>Authority</u>. Each person or entity signing this Lease represents and warrants that he, she or it is a manager, officer or managing member, that he, she or it has full authority to sign this Lease and that this Lease binds the entity he or she purports to represent.
- K. <u>Force Majeure</u>. If Landlord or Tenant cannot perform any of its obligations (other than payment obligations) due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's and Tenant's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.
- L. <u>Execution of Lease</u>. This Lease may be executed in counterparts and, when all counterpart documents are executed and delivered, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.
- M. <u>Survival</u>. All representations and warranties of Landlord and Tenant, and all obligation of Tenant to pay Rent hereunder, shall survive the termination of this Lease.
- N. Change in Law. It is the intent of the parties hereto that this Lease operate to comply with all laws, rules and regulations governing the relationship between the parties. In the event there is a change in laws, rules or regulations or the interpretation thereof, or the adoption of new legislation, rules or regulations, any of which materially and adversely affects the relationship of the parties to each other, or otherwise makes the performance of any material term or condition of this Lease illegal or impossible; or, with respect to Tenant, jeopardizes its tax exempt status, then the parties shall, upon written notice of one party to the other of such event, negotiate in good faith using their best efforts to modify this Lease in order to comply with any such change. In the event the parties are unable to agree upon a reasonable modification to this Lease, either party may terminate this Lease upon ninety (90) days prior written notice to the other, or on a sooner date as required by law.

[The remainder of this page is intentionally left blank. The signature page follows.]

Executed by the parties through their authorized representatives, effective as of the date first above written.

LANDLORD:	TENANT:
NI HOLDINGS LLC	KETTERING MEDICAL CENTER
100	By: Spend Printed Name: Butt Spend Title: 600/CF0
STATE OF OHIO	
COUNTY OF MONTGOMERY) ss:	
The foregoing instrument was acknowledge by TW BERNSTEIN, as PRESIDE an Ohio limited liability company, on behalf of the STATE OF OHIO STATE OF OHIO COUNTY OF MONTGOMERY The foregoing instrument was acknowledged acknowledged by the property of the pro	Notary Public ANNE G. ECKLAR, Notary Public In and for the State of Ohio My Commission Expires May 29, 2015
COUNTY OF MONTGOMERT	
1. 2011 by Knoth Sport	not-for-profit corporation, on benain of the man of the
KETTERING MEDICAL CENTER, an Ohio	not-for-profit corporation, on behalf of the many Notary Public

CHERRI A. WRIGHT

NOTARY PUBLIC • STATE OF OHIO

Recorded in Montgomery County

My commission expires April 3, 2013

EXHIBIT A-1

FLOOR PLAN

12015034.18

20

EXHIBIT A-2 LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B DESCRIPTION OF TENANT'S APPROVED SIGNAGE



5692 Far Hills Avenue

Washington Township, Ohio 45429

Auction

Tuesday, February 27th @ 11:30am

Agency

Tim Lile, CAI - Auctioneer

TimLileAuctioneer@gmail.com

(937)689-1846

Ohio's largest firm Specializing in the Sale of Real Estate at Public Auction



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.)

Pro	perty Address:	5692 Far Hills Ave	e., Washington Township	, Ohio 45492	
Bu	yer(s):				
Sel	ler(s):	r(s): NI Holdings, LLC			
	I. TRAN	SACTION INVOLVING TW	O AGENTS IN TWO DII	FFERENT BROKERAG	GES
The	e buyer will be represent	ed by		, and	RAGE
The	e seller will be represent	ed by		, and	
If t	II. 7 wo agents in the real est	TRANSACTION INVOLVING the brokerage	G TWO AGENTS IN THE	SAME BROKERAGE	
	_				Unless personally e back of this form.
	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:				al agency is explained ll protect all parties' ent in this transaction
Ag		III. TRANSACTION INVOL			ctions, LLC will
	this form. As dual age information. Unless in	enting both parties in this transants they will maintain a neutral producted below, neither the agent iness relationship with either the	position in the transaction at (s) nor the brokerage acting	nd they will protect all pages as a dual agent in this tra	arties' confidential
7		ck one) seller or buyer in est interest. Any information pr			
			CONSENT		
		ove relationships as we enter in ing the information regarding do		n. If there is a dual agend	
	BUYER/TENANT	DATE	20s El D h DocuSigned by:	Bumba Poelatia —	1/10/2018 DATE 1/9/2018
	BUYER/TENANT	DATE	- Jyn J Mor	·	DATE
			Page 1 o	~ = = = = = = = = = = = = = = = = = = =	1/9/2018 Effective 01/01/05

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



Page 2 of 2 Effective 01/01/05

CONSUMER GUIDE TO AGENCY RELATIONSHIPS



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.

DocuSigned by:			
BRS FLP by Brinda Por E68097CAD206418	<u>1/10/</u> 2018 Print)	Name	(Please Print)
Joseph Holis	1/9/2018 Date	DocuSigned by: 5D1A19A080E1475	





5692 Far Hills Avenue

Washington Township, Ohio 45429

Auction

Tuesday, February 27th @ 11:30am

Revenue & Expense Statments

Tim Lile, CAI - Auctioneer

TimLileAuctioneer@gmail.com

(937)689-1846

NI Holdings, LLC Statement of Revenues & Expenses – Income Tax Basis January through December 2015

	Jan - Dec 15	
Income		
Rent Revenue	353,084.30	
Interest Income	0.08	
Total Income	353,084.38	
Gross Profit	353,084.38	
Expense		
Occupancy Expenses		
Equipment Maintenance	4,595.66	
Insurance	7,364.00	
First Mortgage Interest Exp	35,662.34	
Maintenance & Cleaning	46,119.21	
Utilities	4,703.08	
Depreciation Exp - Building	65,095.00	
Amortization Expense	4,130.00	
Property Taxes	40,674.09	
Total Occupancy Expenses	208,343.38	
Administrative Expenses		
CAT Taxes	150.00	
Office Supplies	1,236.50	
Fin/Mgmt/Tax/Acctg	27,804.00	
Management Fees	31,400.00	
Legal Fees	6,873.45	
Bank Service Charges	651.63	
Total Administrative Expenses	68,115.58	
Total Expense	276,458.96	
et Income	76,625.42	

NI Holdings, LLC Statement of Revenues & Expenses – Tax Basis Substantially All Disclosures Are Omitted

	Jan - Dec 16	
Income		
Rent Revenue	326,587.80	
Total Income	326,587.80	
Gross Profit	326,587.80	
Expense		
Occupancy Expenses		
Insurance	5,131.00	
First Mortgage Interest Exp	40,114.91	
Maintenance & Cleaning	38,032.65	
Utilities	3,952.16	
Depreciation Exp - Building	64,477.00	
Amortization Expense	4,130.00	
Property Taxes	41,251.28	
Total Occupancy Expenses	197,089.00	
Administrative Expenses		
CAT Taxes	150.00	
Office Supplies	941.82	
Fin/Mgmt/Tax/Acctg	27,962.00	
Management Fees	26,400.00	
Professional Services	5,370.06	
Legal Fees	8,156.40	
Bank Service Charges	636.48	
Total Administrative Expenses	69,616.76	
Total Expense	266,705.76	
et Income	59,882.04	



5692 Far Hills Avenue

Washington Township, Ohio 45429

Auction

Tuesday, February 27th @ 11:30am

Purchase Agreement

Tim Lile, CAI - Auctioneer

TimLileAuctioneer@gmail.com

(937)689-1846

Ohio's largest firm Specializing in the Sale of Real Estate at Public Auction

OhioRealEstateAuctions

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: **February 27, 2018**

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 <u>Fairfield</u> County, OH and more commonly known as:

5692 Far Hills Avenue, Washington Township, Ohio 45429; Montgomery County PID: O67 03709 0222

2.	2. PRICE AND DEPOSIT: Purchaser agrees to pay the High Bid Amount of \$	plus a 10% Buyer Premium of
	\$ for a Total Contract Price of \$	
	Payment of \$(10% of Total Contract Price) is to be	paid to & deposited by Escrow Agent upon acceptance and
	applied toward the Total Contract Price at closing. In the event this transaction does not close for	or any reason other than non-marketable title or as otherwise
	agreed by ALL parties, Purchaser agrees that the Down Payment shall be disbursed by Escr	ow Agent as provided for in paragraph 5 below, UNLESS
	Escrow Agent & Broker are previously notified in writing by purchaser that litigation has been	n filed with a Court of Competent Jurisdiction (a copy of the
	filing must be attached).	
3.	3. BALANCE & CLOSING: The balance of the Total Contract Price shall be paid in the form	m required by Escrow Agent on or before 29 March 2018.
	The closing date shall be automatically extended up to 30 days if Auctioneer deems necessary	without penalty to the Seller.
4.	4. Transaction will close through: M&M Title Co; 7925 Paragon Road, Dayton, Oh. 45459; ((937)434-7366; Tyna Brown; tbrown@mmtitle.com
5.	5. OBTAINING FINANCING: This purchase is not contingent upon the Purchaser obtaining f	financing. There are no buyer contingencies.
6.	6. BINDING OBLIGATION: Purchaser is buying the property As-Is, Where-Is and With	nout Recourse. If Purchaser fails to close for any reason
	whatsoever, except a non-marketable title, Purchaser voluntarily agrees to forfeit entire down	payment and may be held liable to Seller for any deficiency,
	plus court costs and reasonable legal fees, resulting from any subsequent resale of the propert	y. 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 ter	rms 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 reme	dies. Either party may demand specific performance of this
	agreement.	
7.	7. OWNER'S CERTIFICATION: Seller(s) certifies to Purchaser that, to the best of Seller's lateral selections of the selection of the selectio	knowledge: (A) there are no undisclosed latent defects; (B)
	there are no pending orders or ordinances or resolutions that have been enacted or adopted at	athorizing 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 w	ork 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 t	he Purchaser. All Inspections must be completed prior to
	Auction. PURCHASER IS RELYING SOLEY UPON HIS EXAMINATIONS OF THE R	EAL ESTATE, AND THE SELLER'S CERTIFICATION
	HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY	REPRESENTATION BY THE AUCTIONEERS/BROKER
	INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL	L ESTATE.
8.	8. INDEMNITY: Seller and Purchaser recognize that the AUCTIONEERS/BROKER are rely	ying on information provided by Seller or his/her agents in
	connection with the Real Estate, and agree to indemnify and hold harmless the Auctioneers/Bro	oker, their agents and employees, from any claims, demands,
	demages guite lightlities costs and expenses (including reasonable legal fees) existing out of	any microproportation or congolment of facts by Caller or

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

CONVEYANCE AND CLOSING: Seller shall convey marketable title to the Real Estate by **General 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

his/her agents.

10.	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 an
	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 restore
	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 ha
	an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediatel
	to protect Purchasers' interest.
11.	DISCLOSURE: ☐ Buyer ☐ Seller - is a licensed Real Estate Broker or Sales Person.
12.	POSSESSION: Possession shall be given at closing subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession fre
	of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
13.	AGENCY DISCLOSURE STATEMENT: Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
14.	SOLE CONTRACT: The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendment
	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 upo
	the parties, their heirs, administrators, executors, successors and assigns.
15.	TERMS : The property sells absolutely subject to minimum bid and no reserve.
16.	
	Check (presented with positive I.D). This non-refundable down payment will be applied to the Total Purchase Price at closing and will be held in trus
	by M & M Title Company as escrow agent.
17.	BUYER'S PREMIUM: A 10% Buyer Premium will be added to the high bid amount to determine the Total Contract Price to be paid by Purchaser.
	TAXES: Real Estate 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.
19.	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 an
	wetland issues. Information presented online and in all other marketing materials was obtained via sources deemed reliable. However, neither Ohio Rea
	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 mak
	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 o
	behalf of the sellers. Auctioneer reserves the right to bid on behalf of himself at any auction. The Seller and Auctioneers/Broker reserve the right t
	preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
20.	Auctioneers/Broker hereby acknowledge that they represent the Seller. An Agency Disclosure Statement must be signed by the Purchaser.
	Purchaser shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorate
	mortgage releases and guarantees to convey a good and marketable title. The Purchaser, Seller, split 50/50, is responsible for survey cost, if
	survey is required for a transfer. *Purchaser is responsible for all other costs associated with closing.
22.	By bidding, Purchaser agrees to waive their right to rescind this Contract to Purchase.
	Real Estate is sold through Ohio Real Estate Auctions, LLC.
	OTHER:

25. EXPIRATION AND APPROVAL 27. MAKE DEED TO: (print)	·			
Purchaser has read, fully und				days receipt of a signed conv
Print	iersianas ana approves ine jo	Sign	or archuse and acknowle	<u>Date</u>
PURCHASER:				
PURCHASER:				
FULL ADDRESS:				
PHONE NUMBERS:				
WITNESS:				
•	o the above terms and condition one null and void if not accepted. 20 Seller acknowledges to	ons, Rejects said ed in writing on or be that Agency Disclos	offer, or Counteroffers efore o'clock ure Statement has been sig	s according to the modifications initial A.M. P.M. EASTERN STANDAR and.
<u>Print</u>		<u>Sign</u>		<u>Date</u>
OFFIED MILLI: TICL				
FULL ADDRESS:				
PHONE NUMBERS:				
WITNESS:				
30. DEPOSIT RECEIPT: DATE: <u>Au</u>	rougt 17, 2017, Obje Deel Est	esta Austiana II.C	haraby asknowledges reas	sint of \$
Cash Cashier's Check#				
Bank Name				
made payable to M & M Title	Company as down payment i	in accordance with t	he terms herein provided.	
31. BUYER BROKER COMPENSA	FION: Co-Op Brokerage Nam	ne:		
		_ X <u>2</u> % \$		
CO-OP AGENT NAME	OPENING BID		CO-OP AGEN	T SIGNATURE
	DI LIC (t	37.10/ (φ.	
	BID ADVANC	_	= \$	
	DID ADVANC	L		
AGENT PHONE	A	AGENT EMAIL		



Page 3 of 3

I have agreed to purchase the real estate located at:

Paragraph 2 states:

<u>5692 Far Hills Avenue, Washington Township, Ohio 45429; Montgomery County PID: O67 03709 0222</u> under the terms and conditions of the attached Contract to Purchase at Public Auction dated: <u>27 February 2018</u>

As part of this transaction I have made a down payment of money to <u>M & M Title Company</u> who will hold the money in Trust as Escrow Agent until closing.

I understand the funds I have provided <u>M & M Title Company</u> are to be applied to the Total Contract Price. However, in the event I do not close on this property on or before <u>29 March 2018 at 5:00pm</u>, I irrevocably instruct <u>M & M Title Company</u> to disburse my down payment as required under paragraph 2 of the contract, unless Escrow Agent & Broker are 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).

<u> </u>	
PRICE AND DEPOSIT: Purchaser agrees to pay the amount of the of \$ for a Total Contract Price of \$	ne High Bid of \$ plus the 10% Buyer Premiur for the Subject Real Estate. A Non-Refundable
Down Payment of \$	of Total Contract Price) is to be paid to & deposited by Escrow Agent upon the event this transaction does not close for any reason other than non-marketable down payment shall be disbursed by Escrow Agent as provided for in paragraph in writing by Purchaser that litigation has been filed with a Court of Competer
	struction from the Broker and the authority granted in thi irect M & M Title Company to follow the instructions of the
Further, I agree to hold Broker & M & M 7 individuals or entities.	<u>Fitle Company</u> harmless for any such disbursements to any
I have reviewed the Contract to Purchase at Irrevocable Letter of Instruction and:	t Public Auction dated 27 February 2018 and this
1. I understand the terms and conditions of	both documents. (Initial)
2. I have voluntarily executed these agreem	nents. (Initial)
3. I acknowledge this authorization and my payment being returned to me. (Initial)	direction to Escrow Agent may result in none of my down
	Dated:
Purchaser:	
Print:	Sign:
Witness:	
Print:	Sign: