

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of August 31st, 2014, by and between Crooked Tree Group LLC ("Landlord"), and LFL Insurance ~~company~~ and Leronda Lucky individual. ("Tenant"). The parties agree as follows: *Agency LLC* LFL 8/27/14

1. PREMISES. Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant Suite C, D, E, and F (the "Premises") located at 8141 NORTH MAIN STREET, CLAYTON, OH 45415.
2. DESCRIPTION. Landlord does hereby let and lease to Tenant and Tenant hereby leases from Landlord, each in consideration of the covenants and agreements herein contained, the following described premises situate in the City of Clayton, County of Montgomery and State of Ohio.

Being a suite of offices at 8141 North Main Street, Clayton, Ohio, consisting of approximately 1568 square feet in Suites C, D, E and F of said building.

Together with the right to use adjoining parking facilities in common with other tenants of the building in which said premises are situate and together with all rights and appurtenances thereunto belonging and usually had and enjoyed therewith.

October 1, 2014 LFL 8/27/14

3. TERM. The lease term shall commence on ~~September 1st~~, 2014 and shall terminate on August 31st, 2017.
4. LEASE PAYMENTS. Tenant shall pay to Landlord monthly lease payment of \$1,000, payable in advance, on the first day of each month starting from ~~September 1st~~, 2014. Such payments shall be made to the Landlord at P.O. BOX 425, Mason, OH 45040, as may be changed from time to time by Landlord.
5. OPTION TO RENEW. The Tenant shall have the option to renew this Lease according to the following schedule upon the terms and conditions as are contained herein:

October 1, 2014
LFL 8/27/14

Term	Monthly Rental
09/01/2017-08/31/2019	\$1,568.00
09/01/2019-08/31/2014	\$1,647.00

6. NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

7. SECURITY DEPOSIT. At the time of writing of this Lease, Tenant shall pay to Landlord, in trust, the sum of \$1,000 to be held and disbursed for Tenant damages to the Premises(if any) as provided by law.
8. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.
9. MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times.
10. ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgages, tenants or workmen. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.
11. UTILITIES AND SERVICES. Tenant shall be responsible for the following utilities and services in connection with the Premises:
 - Telephone service
 - Janitorial services
 - Cable and Internet Services

Landlord shall be responsible for the following utilities and services in connection with the Premises:

- Electricity
 - Natural Gas
 - Water and Sewer
 - Furnace and air conditioning maintenances
 - Snow Removal
 - Lawn and Landscaping
 - Exterior lights on house and garage
 - Garbage and trash disposal
12. PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interest in the Premises and property located on the Premises.
 13. DEFAULT. In the event that Tenant defaults in the payment of rent for more than ten (10) days after the same becomes due, or if Tenant continues to violate any other provision of this Lease, after receipt or written notice from Landlord to correct same then, in such event, this Lease shall terminate at the option of Landlord and then Landlord shall be entitled to regain and retake possession of

the demised premises, without liability therefore. In the event of any such occurrence, Tenant shall be liable to the Landlord for any and all losses sustained by said Landlord as a result of said default and consequent termination of this Lease, including for the purposes of illustration only and without limiting the generality of this foregoing, the loss of all rent for any period remaining under this Lease for which said premises are not re-leased for any amount at least equal to that which Tenant is required to pay under the terms hereof; all costs of releasing said premises, such as advertising expenses and the costs of preparing any new Lease Agreement; the cost of cleaning and restoring said property to a rentable condition; and all cost incurred in removing Tenant from said premises should it refuse to peaceably surrender same in the event of the Landlord's election to terminate, as hereinabove provided including all attorney fees and court costs connected therewith.

14. CUMULATIVE RIGHTS. The rights of the parties under this lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
15. GOVERNING LAWS. This Lease shall be construed in accordance with the laws of the State of Ohio.
16. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

CROOKED TREE GROUP LLC
P.O. BOX 425
MASON, OH 45040

TENANT:

LFL Insurance Agency LLC
8141 N. Main St
Dayton, OH 45415

LE 8/27/14

Such address may be changed from time to time by either party, by providing notice as set forth above.

17. ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
18. COVENANTS OF TENANT. The Tenant shall use and occupy said premises and its appurtenances in a careful, safe and proper manner; shall keep said premises in order and in a clean and sanitary condition; shall not allow said premises to be used for any purpose or in any way that will increase the rate of insurance thereon; shall neither bring nor suffer to be brought to or upon said premises any substance or force that will increase the hazard of fire in or on said premises; shall not sublet said premises or any part thereof; nor assign this Lease or any interest therein or thereunder, without the prior written consent of the

Landlord, which consent shall not be unreasonably withheld; shall obey all public laws, ordinances, regulations and orders with reference to the use and occupancy of the premises to Landlord with all alterations, improvements or additions made therein by Tenant, broom clean, in the same condition as when first acquired, reasonable wear, tear and depreciation excepted upon expiration thereof; shall make no alterations, additions or improvement to the leased premises (except for renovations listed below) without first obtaining the prior written consent of the Landlord; and shall not paint, paper or otherwise redecorate or make alterations to the premises, or erect any sign on the exterior of the lease premises which is not in keeping the exterior decor thereof as approved by Landlord. All alterations, additions or improvements made to the premises with the consent of Landlord shall become the property of Landlord and shall remain upon and be surrendered with the premises.

19. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. CONTROL AND LIABILITY. It is agreed and understood by the parties hereto that said premises, its fixtures and appurtenances are under the sole and exclusive control of the Tenant and that the Landlord shall not be liable to it, its guests, invitees, servants or agents for any damages, whether to person or property, caused from any reason whatsoever, including but not limited to the failure of any plumbing, heating, sewage, electrical, water or gas systems or supply, or from the failure of any other fixture, or for roof, sidewalk or floor leakage, sweating or seepage or from any damage arising from the element or any other cause. The Landlord shall, likewise, not be liable for any latent defect in the premises.
21. LIEN OF LANDLORD. To secure the rentals herein agreed to be paid by Tenant, Landlord hereby reserves a lien upon the demised premises, and the interests of the Tenant and its successors and assigns, as well as and in addition to a lien on all fixtures and equipment of the Tenant located in, on or about said premises, in favor of said Landlord, its successors and assigns, prior and preferable to any and all other liens thereon whatsoever.
22. CONDEMNATION. In the event that the leased premises, or any part thereof, should be appropriated or condemned by proper public authority, having the power of eminent domain, Landlord shall be entitled to receive and collect all payments and awards arising therefrom and should a substantial portion of said premises be taken so as to render same untenable, Tenant, at its option, may terminate the within Lease. In the event that said Tenant does not elect to terminate said Lease, the Tenant shall be entitled to an equitable abatement of its rent.

23. DAMAGE OR DESTRUCTION. In case the leased premises are damaged by fire, explosion or other casualty, wholly without fault of the Tenant, its invitees, guests, licensees, servants or agents, Landlord shall immediately arrange to repair same and shall make an equitable adjustment of the rent during the period of repair. Should said building be totally or substantially destroyed without fault of the Tenant, its invitees, guests, licensees, servant or agents, either party, at its option, may terminate the Lease by written notice to the other within ten (10) days of the occurrence of such damage or destruction.
24. QUIET ENJOYMENT. Landlord covenants that it has full right and authority to execute and perform this lease, and that for so long as the Tenant shall keep and maintain all the provisions hereof without breach or default, it shall peaceably and quietly hold, occupy and enjoy the leased premises during the term hereof, without any interference, hindrance or molestation by said Landlord or any other person, firm or organization claiming under it.
25. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provisions of this Lease.
26. BROKER. Aaron Savino and Miller Valentine Gem Real Estate Group LLC is the only acting Broker on this transaction representing the Landlord. Lessee and Lessor agree to indemnify, defend and hold the other harmless from and against any costs, expenses, attorney fees, or liability for compensation, damages or charges which may be claimed by any other Broker, Finder or similar third party claiming a commission or fee as a result of engagement by or acts of the indemnifying party.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof the 31st day of August, 2014.

LANDLORD:

By: _____
CROOKED TREE GROUP LLC

TENANT:

By:  _____
LFL Insurance Agency LLC



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 the purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 8141 N. Main St. Dayton OH 45415

Buyer(s): LFL Insurance Agency Co., LLC

8/27/14

Seller(s): Crooked Tree Group, LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES.

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Aaron Savino and real estate brokerage Miller Valentine Gem Real Estate Group, LLC will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

Leronda F. Lucky 8/27/14
BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

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

As 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 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 interest. 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 can be directed to an attorney or to:

Ohio Division of Real Estate and Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43266-6133
(614)466-4100

