

AUCTION > INDUSTRIAL SPACE

INDUSTRIAL PROPERTY

200 WEST OTTAWA STREET | RICHWOOD, OH 43344

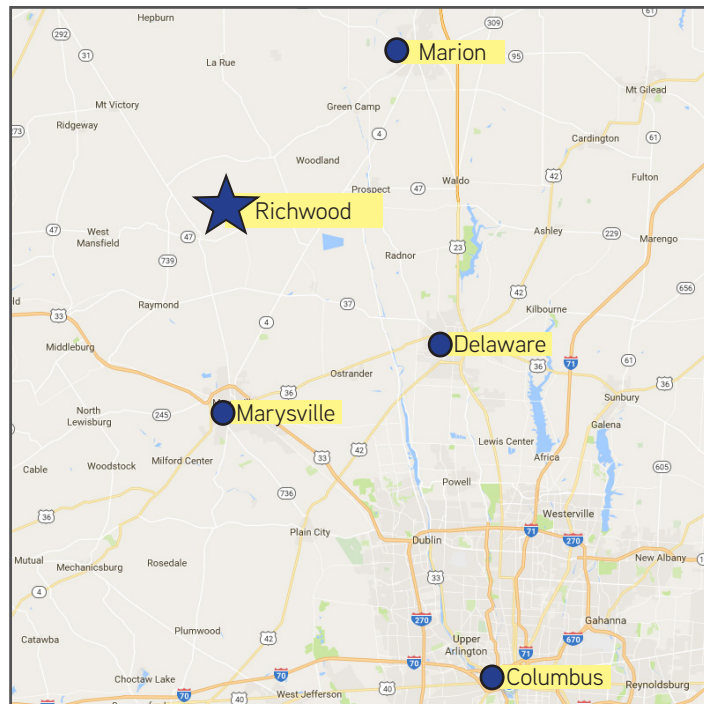


Investment Highlights

- > 60,000 SF warehouse facility
- > 15'-21' clear ceiling height
- > Column spacing: 25' x 65'
- > 6 dock doors & 1 drive-in door
- > Insulated metal panel construction
- > Zoned Manufacturing
- > On site water tank - 150,000 gallons
- > Fully sprinklered
- > 1600 Amp, 480 Volt, 3-phase electrical service

Auction Details

- Auction date: Thursday, January 19, 2017, 4:00 PM
- Inspection dates: December 21, 2016, and January 4, 2017, 1:00-3:00 PM
- Live auction with online bidding available at www.ucrealestateandauktion.com



COLLIERS INTERNATIONAL
GREATER COLUMBUS REGION
Two Miranvoa Place, Suite 900
Columbus, OH 43215
www.colliers.com

UNITED COUNTRY REAL ESTATE
AND AUCTION SERVICES
Two Miranvoa Place, Suite 900
Columbus, OH 43215
www.ucrealestateandauktion.com

200 West Ottawa Street



Property Snapshot

Address/ Location	200 West Ottawa Street, Richwood, OH 43344
Parcel ID	Union County - 0600050010000 & 0600061194000
Office	1,600 SF (detached)
Acres	6.60+/- located on State Rt. 47 W
Year Built	1981
Loading Doors	6 dock doors
Ground Level Doors	1 (14' x 14')
Ceiling height	15'-21'
Zoned	Light Manufacturing (M-1)
Construction	Insulated Metal
Water	6" main sprinkler system, (Village Water Supply)
Production area	12,000 Sf with fire doors, separated area
Owner	Marcy Industries Co. LLC



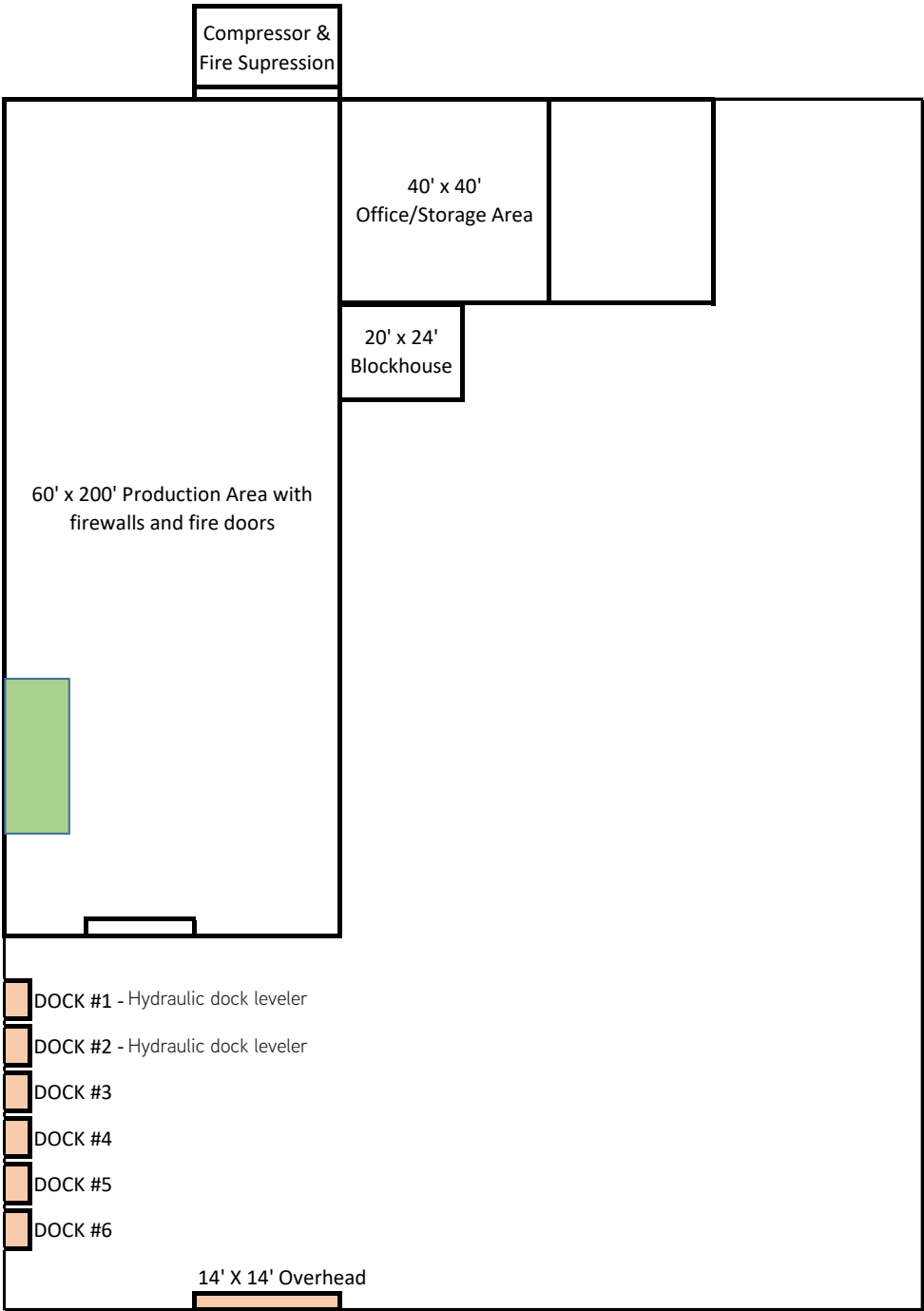
Chip Carpenter
(614) 206-1135
chip@ucrealstateandauktion.com



Jonathan Schuen
(614) 437-4495
jonathan.schuen@colliers.com

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SITE PLAN



Building is 200' x 300' - 60,000 Square Feet Total

DEMOGRAPHICS

SUMMARY OF CURRENT CONDITIONS - COLUMBUS, OHIO

The Columbus Industrial market consists of approximately 230 million square feet of industrial space spread throughout 12 individual submarkets. Within this tracked set, the Columbus Industrial market registered a 5.7 percent vacancy rate at the end of the third quarter, 2016. Lease rates continue to increase and net absorption totaled 2.9 million square feet.

Through the third quarter of 2016, there was over 4.5 million square feet of new construction in the Columbus Industrial market. Investment sale activity remains very active.

UNION COUNTY

Union County is centrally located in the Columbus metropolitan area. Located just 18 minutes northwest of downtown Columbus, Union County offers businesses and residents easy access to Central Ohio and multiple markets throughout the Midwest, Great Lakes, Mid-Atlantic, and Northeast. Union County is just 30 miles northwest of downtown Columbus on US Route 33. Nearby Interstate highways 70, 71, and 75 reach nearly half the population and manufacturing capacity of the U.S. and Canada in one day's drive. Highways US 33 and US 23 also connect travelers and freight to Midwestern destinations.

WORKFORCE	
LABOR FORCE	26,996
EMPLOYED	25,482
UNEMPLOYED	1,515
UNEMPLOYMENT RATE	5.6%
2012 AVG. UNEMPLOYMENT	5.5%

Source: U.S. Bureau of Labor Statistics, Local Area Unemployment, April 2013, Seasonally Adjusted

Union County is Ohio's third fastest-growing county, experiencing an increase in population of 27.8% over the past decade. A strong and diverse local economy has led to Union County having the sixth highest Median Household Income in the state of Ohio.

Union county consists of 6.9 million square feet of industrial space. For the third quarter of 2016, Union County saw a 4.4 percent vacancy rate.

VILLAGE OF RICHWOOD

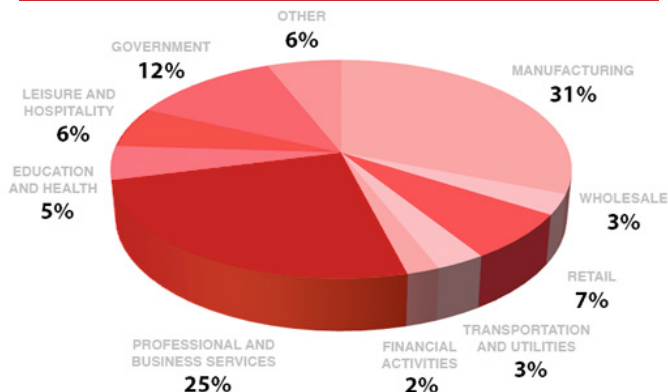
Richwood is proud of its agricultural heritage and is known as a close-knit community. Throughout the year, Richwood residents gather to enjoy several fairs and festivals.

In the midst of Richwood's historic downtown is Richwood Lake Park, a beautiful 29-acre park that offers fishing, swimming, picnic shelters, hiking trails, a playground, horseshoes, basketball, and baseball/softball diamonds.

Richwood is located in northeastern Union County and is conveniently located 15 miles from Marysville, Marion, and Delaware. Its prime location has contributed to recent industrial and business development.



UNION COUNTY EMPLOYMENT BY INDUSTRY



UNION COUNTY DEMOGRAPHICS



54,277

RESIDENTS



37.6

MEDIAN AGE



18,291

HOUSEHOLDS



\$64,758

MEDIAN HOUSEHOLD INCOME

TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Properties sell with owner confirmation day of sale.

1. Buyer to pay a Ten percent (10%) NONREFUNDABLE down payment upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before March 6, 2017. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Survey: A new survey will be provided by seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Seller's expense and any issues regarding the survey will be at the Seller's discretion. Seller will pay for conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$150.00, and deed preparation only. Closing and title commitment will be provided by Title First Delaware, Ohio 43015. Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. As owner's title insurance is being provided, seller reserves the right to determine which form of deed (warranty, quit-claim, fiduciary etc) shall be used.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC/Colliers International Greater Columbus Region and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC/ Colliers International Greater Columbus Region and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register the day of sale prior to bidding, and must then provide such personal information as requested by the auctioneer. Realtor cooperation is welcome; however, you must register your clients 48 hours prior to sale with an agency disclosure, show them the property and attend the auction. No exceptions.
4. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the seller and/or the attorney for the seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding. Online Bidding available at www.ucrealestateandauction.com.
5. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the down payment described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor United Country Real Estate and Auction Services LLC/ Colliers International Greater Columbus Region
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. With the exception of any tenant owned items. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by seller or auctioneers. Announcements made day of sale shall take precedence over printed material.

CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

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

DATE: _____

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in _____, _____ County, Ohio, and known as: _____ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Purchase Price of \$ _____** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ _____ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4535.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days after scheduled Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before _____ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through _____. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$ _____ per day after original Closing Date.
4. **CLOSING COSTS:** The ☐ Buyer, ☐ Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title.
The ☐ Buyer ☐ Seller ☐ split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: ☐ to the highest bidder regardless of price, **OR** ☐ subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: _____
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting

_____,
Buyer Initial Seller Initial

any of Seller's further remedies. Either party may demand specific performance of this Contract.

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except _____. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by _____ deed with release of dower right, if any, SUBJECT TO THE MATTERS SHOWN ON THE COMMITMENTS FOR TITLE INSURANCE PROVIDED TO BIDDERS PRIOR TO THE SALE AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except for matters referred to in the preceding sentence and restrictions and easements of record and except the following assessments (certified or otherwise): _____
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **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 delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** ☐ Buyer ☐ Seller ☐ Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given ☐ at closing, ☐ _____ days after closing at _____ ☐ AM ☐ PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services,

_____,
Buyer Initial Seller Initial

LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.

16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. **NOTICES TO THE PARTIES:**

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: 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, as amended, 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, military status as defined in that section, 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.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. **MISCELLANEOUS:**

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, 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. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no

Buyer Initial Seller Initial

deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

19. **OTHER TERMS:** _____

20. **DEED TO:** (Print) _____

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before ____ ☐ AM ☐ PM EST on the _____ day of _____, 20____.

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

Print

Sign

Date

BUYER: _____
BUYER: _____
FULL ADDRESS: _____
PHONE NUMBERS: _____
WITNESS: _____

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation , the undersigned Seller has read and fully understand the forgoing and hereby: ☐ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before _____ ☐ AM ☐ PM EST on the _____ day of _____, 20____.

Print

Sign

Date

SELLER: _____
SELLER: _____
FULL ADDRESS: _____
PHONE NUMBERS: _____
WITNESS: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE _____ I hereby acknowledge receipt of \$ _____ ☐ cash ☐ cashier's check ☐ personal check # _____ made payable to _____ as down payment in accordance with terms herein provided.

United Country Real Estate and Auction Services

By: _____

Its: _____



COMMITMENT FOR TITLE INSURANCE
SCHEDULE ADate Issued: **December 28, 2016**Commitment No.: **2024001**

Other Reference No.:

Property Address: **200 W. Ottawa St., Richwood, Ohio 43344**Name and Address of **Old Republic National Title Insurance Company**
Title Insurance Company: **400 Second Avenue South**
Minneapolis, MN 55401

1. Effective Date: December 26, 2016 at 7:59 a.m.
2. Policy or Policies to be issued are: Policy Amount
 - a. 2006 ALTA Owner's Policy : \$0.00
Proposed Insured: T B D
 - b. 2006 ALTA Loan Policy :
Proposed Insured: N/A
3. The estate or interest in the land described or referred to in this commitment is FEE SIMPLE.
4. Title to the FEE SIMPLE interest in the land is at the Effective Date vested in:

Flxible Holdings, Ltd
SOURCE OF TITLE:
Official Record 165, Page 322
Recorder's Office, Union County, Ohio.

(Continued on Second Page)

Countersigned: _____
Authorized Officer or Agent
Title First Agency, Inc.
3650 Olentangy River Road, Suite 400
Columbus, Ohio 43214OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

By



President

Attest



Secretary

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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5. The land referred to in this Commitment is described as follows:

Situated in the Village of Richwood, County of Union and State of Ohio; Being in Survey 6307:
Claibourne Township:

Beginning at the southeast corner of the parcel of land owned by Lawrence W. and Doris K. McDaniel and described in Deed Record Volume 184, Page 276 of the Union County Record of Deeds, said corner being a iron pin in the northwest property line of the Erie Railroad and the center of Ottawa Street; thence South 84° 30' West for a distance of 28.48 feet along the centerline of Ottawa Street to an iron pin; thence North 12° 30' West from a distance of 637.16 feet to an iron pin; thence North 77° 30' East for a distance of 483.30 feet to an iron pin; thence South 12° 56' East for a distance of 224.56 feet to a cross on a concrete block, this point being on the northwest property line of the Erie Railroad; thence along the Erie Railroad property line for a distance of 617.95 feet to the place of beginning. Containing 5 acres, more or less.

The railroad property line is 0° 45' curve with a chord bearing of South 35° 10' West and a distance of 617.80 feet with the property line located on the southeast side of the chord.

This tract is the South portion of the 8.50 acre tract as recorded in Deed Book 184 at page 267 of the Union County Record of Deeds. Said tract was surveyed by Harry C. Kennard, Certificate No. 2623, July 21, 1962.

Last Deed Reference: Deed Book: Deed Volume 269, Page 619

Parcel#6-0005001.000

MAP #34-030030062.000

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - Section I

Commitment No: 2024001

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest mortgage or lien to be issued.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record to wit:
 - a. Warranty Deed from Flxible Holdings Inc, with proper marital status and release of dower, if necessary, to T B D.
 - b. Mortgage from T B D, with proper marital status and release of dower, if necessary, to to secure .
 - c. Cancellation of the mortgage(s) shown on Schedule B, Section 2.
3. NOTE: 'Your attention is directed to the provisions of the Tax Reform Act of 1986 which require the reporting of real estate transactions to the Internal Revenue Service. All real estate transactions (except for refinances) closed after January 1, 1987 must be reported on a Form 1099-B which must be completed in full at the time of closing.'
4. Pay to the issuing agent all premiums, fees and charges for the title insurance policy.
5. All parties to the transaction must provide identification sufficient to comply with the USA Patriot Act as determined by their lender and the policy issuing agent.
6. Duly executed Owners Affidavit covering matters of Title, in a form acceptable to the Company.
7. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
8. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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SCHEDULE B - Section II

Commitment No: 2024001

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

STANDARD EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in the boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

SPECIAL EXCEPTIONS

8. All assessments and taxes for 2017 and all subsequent years.
9. County Taxes for the year 2016 are as follows: AS TO PARCEL NUMBER 06-0005001.0000: First Half Taxes UNPAID AND A LIEN NOW DUE AND PAYABLE in the amount of \$8,615.34; Second Half Taxes UNPAID AND A LIEN NOT YET DUE AND PAYABLE in the amount of \$8,615.34. (VALUATIONS: Land \$35,000.00 - Building \$250,690.00 - Total \$285,690.00)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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10. Mortgage from Flxible Holdings, Ltd. to Whote Consolidated Industries, Inc., dated February 26, 1999, filed for record March 1, 1999 and being recorded in Official Record 165, Page Page 386, Recorder's Office, Union County, Ohio, to secure \$75,000.00.
11. Mortgage from Flxible Holdings, Ltd., an Ohio Limited Liability to The Delaware County Bank and Trust Company, dated September 16, 2008, filed for record September 23, 2008 and being recorded in Official Record 797, Page Page 387, Recorder's Office, Union County, Ohio, to secure \$436,468.29.
12. Certificate of Merger, Recorded February 19, 1975, Deed Book 226, Page 578.
13. Easement, recorded in Deed Book 285, Page 131.
14. Future special assessments on the tax duplicate occasioned by past due water bills, sewer bills, weed cutting charges, property clean-up and building maintenance charges assessed by a government authority.
15. Homeowner Association Dues: Failure to pay any Homeowners' Association dues required by the restrictive covenants set forth herein may result in a lien on the insured premises. The Company assumes no responsibility for ascertaining the status of these charges. The purchaser/insured is cautioned to obtain the current status of these charges.
16. Any matter related to the ownership of the common area of a homeowner's association or organization.
17. Liens in favor of the State of Ohio filed but not yet indexed in the dockets of the Union County Common Pleas Clerk. (NOTE: This exception will be deleted upon receipt of a duly executed Owners Affidavit.)
18. Delinquent Sewer and Water Bills may become a lien on the real estate. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
19. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy. (Note: This exception will appear only in the final loan policy.)
20. NOTE: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.
21. The type of owner's policy referenced in this Commitment contains the following deductibles and limits of liabilities:
 - Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.
 - Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
 - Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$5000 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
 - Covered Risk 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.

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NOTE: Pertaining to the covenants and restrictions, if any, described in Schedule B of this Commitment/Policy, the following is expressly omitted therefrom: any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that such covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) related to handicap but does not discriminate against handicapped persons. Any covenant and restriction, or any part thereof, omitted as described above shall in no event be construed as forming a part of this Commitment/Policy, Schedule B of this Commitment/Policy or as an existing covenant and restriction disclosed by the public records.

NOTE: No liability is assumed by Company for uncertified encumbrances and the purchase contract shall be binding unless the contract is silent or ambiguous. If the contract is silent or ambiguous, the buyer assumes the risk.

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