

LEASE AGREEMENT

This Lease Agreement is entered into this 15th day of December, 2015, by and between Nation Land Company, LLC, an Ohio Limited Liability Company, (herein referred to as the "Lessor"), and Home Buys, LLC, an Ohio limited liability company (herein referred to as the "Lessee").

In consideration of the mutual promises of the parties, it is hereby agreed that:

1. **PROPERTY:** The Lessor leases to Lessee Franklin County, Ohio parcel No. 010-233237-00, which is also commonly known as 4395 Clime Road, Columbus OH 43228, consisting of an 81,960 square foot building and 8.217 acres of land, as depicted on Exhibit A (the "Property") exclusively for the business of Lessee, including all things necessary and incidental thereto, except as provided in Section 33 below. Lessee agrees not to use the Property, or permit the use of any part of it, for any purpose inconsistent herewith.
2. **TERM:** The initial term will be for a period of seven (7) years. Starting on January 1, 2016 and ending on December 31, 2022 ("Initial Term").
3. **RENTAL:** Lessee agrees to pay Lessor rent in the minimum amount of Zero -0- for the period from January 1, 2016 through March 31, 2016, One Hundred Twenty Two Thousand Nine Hundred Forty and 00/100 (\$122,940.00) for the next nine months, and One Million Eighty One Thousand Eight Hundred Seventy Two Dollars and 00/100 (\$1,081,872.00) for the balance of six (6) years. For the first year monthly installments after the first three month grace period shall be Thirteen Thousand Six Hundred Sixty Dollars and 00/100 (\$13,660,00) per month with the first installment payable on April 1, 2016. Monthly installments for the balance of the term beginning on January 1, 2017 shall be Fifteen Thousand Twenty Six Dollars and 00/100 (\$15,026.00). Monthly installments are payable on the first day of each month in advance.
4. **OPTION TO RENEW.** Lessee is granted one (1) seven (7) year renewal option after the Initial Term of the lease. Annual rent for the renewal term shall be increased to Two Hundred Twenty-Five Thousand Three Hundred Ninety and 00/100 Dollars (\$225,390.00) per year for the period from January 1, 2023 through December 31, 2026 and Two Hundred Forty-Five Thousand Eight Hundred Eighty and 00/100 Dollars (\$245,880.00) per year for the period from January 1, 2027 through December 31, 2029. Lessee shall give one hundred eighty (180) days written notice to Lessor prior to the renewal date of their intentions to exercise their renewal options.
5. **NET/NET/NET LEASE:** This Lease Agreement shall be deemed to be a net/net/net lease to the Lessor as said term "Triple Net" is defined by the custom and usage in the community, or as hereinafter enlarged or diminished by specific provisions of this Lease Agreement.

6. **INSURANCE:** Lessee agrees to pay all premiums for fire and extended coverage insurance on said Property. Lessee agrees to carry and pay for public liability insurance in the sum of Two Million (\$2,000,000) Dollars which insurance is provided to keep and save Lessor and Lessee harmless from any damages occasioned by or as a result of the title to said real estate being vested in Lessor and/or the operation of said business by the Lessee. The policy is to name Lessor as an additional insured thereunder. Lessee further agrees to carry property damage insurance in the amount specified by Lessor. The Lessee will not do any act or thing or permit the doing of any act or thing that will invalidate any policies of fire or other insurance now or hereafter issued on the leased Property.

7. **WAIVER OF SUBROGATION:** Each party hereto mutually agrees to waive any right of subrogation of any insurance loss against the other party, provided the said waiver does not violate the terms and conditions of the insurance policy covering said loss.

8. **UTILITIES:** Lessee will pay all bills and charges for all utilities which may be assessed or charged against the Property during the term of this Lease Agreement.

9. **REAL ESTATE TAX:** Lessor shall pay any and all real estate taxes and assessments, if any, taxed or assessed against the Property which shall be included as part of the operating expenses charged to Lessee. Upon receipt of the valuation for tax year 2016, Lessor, if necessary, will prepare and file a Complaint Against the Valuation of Real Property with the Franklin County, Ohio Auditor, Board of Revisions to seek a reduction in the real property valuation for tax years 2016 and later, consistent with the purchase price paid by Lessor for the Property. Lessor shall keep Lessee apprised of the status of the complaint.

10. **REPAIRS AND IMPROVEMENTS:** Lessee shall commit no act of waste, reasonable wear and tear excepted, and shall take good care of the Property and the fixtures and appurtenances therein, and shall, in the use and occupancy of the Property, conform to all laws, orders and regulations of the federal, state and municipal governments or any of their departments. Lessee shall make all repairs to the Property at its own expense. All improvements made by Lessee to the Property which are so attached to the Property that cannot be removed without material injury to the Property, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, and repair all injury done by or in connection with the installation or removal of said Property and improvements, and surrender the Property in as good condition as it was in at the beginning of the term, reasonable wear and tear excepted. All property of Lessee remaining on the Property after the last day of the term of this Lease Agreement shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

11. BUILDING AND ALTERATIONS: Lessee shall not, without first obtaining the written consent of Lessor, which shall not be unreasonably withheld, make any alterations, additions or improvements in, to or about the Property that exceed \$25,000.

12. MAINTENANCE: Lessor shall be responsible for the repair and replacement of the building including roof, floor, and outside walls, unless such repair or replacement is caused by the negligence of the Lessee. Lessee shall maintain in good repair, replacement, and condition the parking areas, landscape / snow removal, ceilings, windows, interior walls, plumbing, electrical, sprinkler systems, and HVAC. Lessee must enter into an annual maintenance program for HVAC.

13. DEFAULT: In the event any installment of rent provided for in this Lease Agreement is not paid within ten (10) days of written notice from Lessor to Lessee that the installment is late, this Lease Agreement shall become null and void, at the option of the Lessor, and the Lessor may enter into possession of the Property, and sue for and recover all the rent due for the entire term of the Lease. Lessor will make good faith efforts to relet the premises to mitigate damages. Every demand for rent made after it falls due shall have the same effect in law as if made on the day and at the time it falls due.

14. ASSIGNMENT OR SUBLETTING: The Lessee shall not assign this Lease Agreement, nor sublet the Property or any part thereof nor permit the transfer thereof by law or otherwise without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

15. DAMAGE OR DESTRUCTION OF PROPERTY: If at any time during the Lease Term the Property is damaged by a fire or other casualty, Lessor shall notify Lessee in writing 60 days after such damage as to the amount of time Lessor reasonably estimates it will take to restore the Property. If the restoration time is estimated to exceed six months, either Lessor or Lessee may elect to terminate this Lease upon notice to the other party given no later than 30 days after Lessor's notice. If neither party elects to terminate this Lease or if Lessor estimates that restoration will take 6 months or less, then subject to receipt of sufficient insurance proceeds, Lessor shall promptly restore the Property, excluding improvements installed by Lessee or by Lessor and paid by Lessee, subject to delays arising for the collection of insurance proceeds. Rent shall be abated for the period from time to time of damage in the proportion which the area of the Property, if any, is not usable by Tenants bears to the total area of the Property.

16. EMINENT DOMAIN: In the event that the Property is taken in its entirety by eminent domain for public or quasi-public purposes, this Lease Agreement shall become null and void. In the event that only a portion of the Property is taken, if the balance is sufficient and usable in the opinion of the Lessee, then and in that event said Lease Agreement shall be in full force and effect, and the rentals for the remaining period of said Lease Agreement shall be adjusted by and between the parties hereto. However, if said parties cannot agree as to such adjusted rentals, then and in that event the same shall be submitted to binding arbitration. In any event, the Lessee shall have no claim to nor shall Lessee be entitled to any portion of any award for damages by reason of the taking

of all or any portion of said Property by eminent domain, except for improvements to the real estate paid for by the Lessee, for which Lessee shall receive his proper proportion of the total award, less depreciation, from the Lessor, but not including repairs and improvements which have become property of the Lessor, pursuant to paragraph 10 of this Lease Agreement.

17. REMOVAL OF FIXTURES: Lessee, upon the termination of this Lease, shall have the right to remove all Lessees' fixtures if they can be removed without causing damage to the Property. If any damage is done to Lessor's Property by such removal, Lessee shall repair all said damage.

18. WAIVER: No waiver of any condition expressed in this Lease Agreement shall be implied by any neglect to declare a forfeiture on account of its violation, even though the violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver, and that one only, for the time and in the manner specifically stated. This Lease Agreement cannot be modified or terminated orally.

19. HOLDING OVER: Rights acquired under this Lease Agreement shall not extend beyond the term or renewals herein granted, and no holding over, or continuance in the occupancy of the Property shall cause or be construed to be an extension of said Lease Agreement; but in any and all such cases the Lessee shall be a trespasser or tenant at will at the option of the Lessor, subject to removal by said Lessor by summary process and proceedings. The Lessee hereby agrees to pay for the time the said Lessee shall retain possession of the Property, or any part thereof, after the termination of this Lease Agreement, at the monthly rate of rental provided for herein or as subsequently modified by Lessor, and to pay all expenses of the Lessor incurred in enforcing any of the provisions hereof but this Lease Agreement shall not be held as a waiver by the Lessor of any right of re-entry as herein set forth.

20. VACATION OR ABANDONMENT: Should the Lessee vacate or abandon the Property or should the leasehold interest be levied on under execution or seized by any legal process, or should the Lessee be declared bankrupt or insolvent or make an assignment for the benefit of creditors, or should the Lessee violate any of the terms, conditions, covenants or restrictions of this Lease Agreement, or if a receiver be appointed for the Lessee in any bankruptcy or other proceeding or otherwise, then and in any of such cases, the Lessor may, if so desired, without notice to the Lessee or any other person, at once or at any other time thereafter Lessor desires, declare such tenancy terminated; in case the Lessor elects to take advantage of the rights conferred by the foregoing provisions of this paragraph, or if the Lessee shall vacate or abandon the Property or cease to use same for the purpose rented, or if, after default by Lessee in any covenant of this Lease Agreement, the Lessor shall elect to re-enter, whether with or without legal process, the Lessor is hereby irrevocably authorized, if Lessor so desires, to remove the Lessee's signs and/or equipment, and to re-let the Property or any part thereof and if the Lessor does not, from any cause, including failure to collect rent if re-rented, realize an actual income from the Property during the entire original term of said lease

equal to the rental herein agreed to be paid, together with the expenses of re-letting and altering said Property for any new tenant, the Lessee shall pay any deficit each month as the same accrues.

21. INSPECTION OF PROPERTY: Lessee shall, and may peacefully have, hold and enjoy the Property, subject to the other terms hereof, provided that Lessee pays the rental and other sums herein recited to be paid by Lessee and performs all of Lessee's covenants and agreements herein contained. It is understood and agreed that this covenant and any and all other covenants of Lessor contained in this Lease Agreement shall be binding upon Lessor and its successors only with respect to breaches occurring during its and their respective ownerships of the Lessor's interest hereunder. For purposes of leasing or sale, the Lessor may enter the Property during the last two months of this Lease Agreement for the purpose of putting up "to rent" or "for sale" signage, which signage shall not be removed, obliterated, or hidden by Lessee.

22. COLLECTION OF RENT FROM ANY OCCUPANT: If, without prior written consent of the Lessor, this Lease Agreement is assigned other than to an affiliate or subsidiary of Marketing Results, Ltd. or if the Property is sublet or occupied by anyone other than Lessee, Lessor may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent herein reserved. No such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of such assignee, subtenant or occupant as lessee, or a release of Lessee from further performance of the covenants herein contained.

23. SUBORDINATION OF LEASE AGREEMENT: This Lease Agreement shall be subject and subordinate to mortgages which may now or hereafter affect the Property, and also to all renewals, modifications, consolidations, and replacements of said mortgages. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination. Lessee will nevertheless execute and deliver such further instruments confirming such subordination of this Lease Agreement as may be desired by the holders of said mortgages and trust deeds. Lessee hereby appoints Lessor attorney in fact, irrevocably, to execute and deliver any such instrument for Lessee.

24. RIGHT TO CURE LESSEE'S BREACH: If Lessee breaches any covenant or condition of this Lease Agreement, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee, and the reasonable amount of all expenses, including attorney's fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable to Lessor on demand.

25. MECHANICS' LIENS: Lessee shall, within thirty (30) days after notice from Lessor, discharge any mechanics' liens for materials or labor claimed to have been furnished to the Property on Lessee's behalf.

26. INDEMNIFICATION: The Lessee agrees to indemnify and hold the Lessor harmless from and against any and all claims arising from employees, agents, invitees or other

visitors to the Property of whatever kind or description and the Lessee further agrees to defend Lessor at Lessee's sole expense against such claims including the payment of any judgments, awards, settlements or expenses related thereto.

The Lessor agrees to indemnify and hold the Lessee harmless from and against any and all claims of whatever kind or description arising out of the negligence or intentional misconduct of Lessor's employees, agents, or invitees and the Lessor further agrees to defend Lessee at Lessor's sole expense against such claims including the payment of any judgments, awards, settlements or expenses related thereto.

27. NO OTHER REPRESENTATIONS: No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

28. LESSEE'S ESTOPPEL: Lessee shall, from time to time, upon not less than fifteen (15) days' prior written request by Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the Lease Agreement is unmodified and in full force and effect, or that the Lease Agreement is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge, Lessor is in default hereunder and, if so, specifying the nature of default. It is intended that any such statement delivered pursuant to this Paragraph may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Property.

29. WAIVER OF JURY TRIAL: To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease Agreement or the Property.

30. PARAGRAPH HEADINGS: The paragraph headings in this Lease Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease Agreement or any of its provisions.

31. APPLICABILITY TO HEIRS, SUCCESSORS AND ASSIGNS: The provisions of this Lease Agreement shall apply to, bind, and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this Lease Agreement means only the owners or a mortgagee in possession of the Property, so that in the event of any sale of the Property or of any lease thereof, or if a mortgagee shall take possession of the Property, the Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder accruing thereafter, and it shall be deemed without further agreement that the purchaser or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the Lessor hereunder. The Lessor hereby covenants and agrees that if the Lessee shall perform all the covenants and agreements herein stipulated to be performed on Lessee's part, the Lessee shall at all times during said term have the peaceable and quiet enjoyment and possession of said

Property without any manner of let or hindrance from Lessor or any person or persons lawfully claiming said Property.

32. SHORT FORM NOTICE: The parties agree that at Lessee's option a short form notice of this Lease Agreement may be recorded, making reference to the terms of this Lease Agreement as may be required. The Lessor agrees to cooperate with the Lessee and sign such short form notice as may be reasonably required.

33. OUTLOTS: Lessor and Lessee agree that the Property includes an area that could be separately developed as outlot(s) for fast food restaurants or other similar businesses that would be beneficial to the Property as a whole. Lessor, with Lessee's consent, which shall not be unreasonably withheld, may develop the outlots. Lessor shall provide Lessee with any plans for the development of the outlots for its review

34. NOTICE: When required, notice shall be given by overnight delivery service, in person or by U.S. postal service, certified as follows:

Nation Land Company, LLC
11991 Orrville St NW
Massillon, OH 44647

Home Buys, LLC
3985 Groves Road
Columbus, OH 43232

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof, the day and year first above written.

LESSOR: NATION LAND COMPANY, LLC

By William S. Rooder

Print Name: William S. Rooder

Its CFD

LESSEE: HOME BUYS, LLC

By: Jerry Sommers

Print Name: JERRY SOMMERS

Its: CEO

STATE OF Ohio, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named NATION LAND COMPANY, LLC by William Rudner a CFO ~~member~~, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal, at STARK, Ohio on DEC. 18, 2015.

EMILY A. SIKORSKY
Notary Public, State of Ohio
My Commission Expires on
DECEMBER 20, 2015

[Signature]

Notary Public

STATE OF OHIO, FRANKLIN COUNTY, SS:

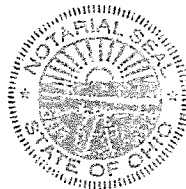
Before me, a Notary Public in and for said County and State, personally appeared the above named HOME BUYS, LLC, by Jerry Sommer, its CFO,

who acknowledged that they did sign the foregoing instrument and that the same is his free act and deed and that of the corporation.

In Witness Whereof, I have hereunto set my hand and official seal, at Columbus, Ohio on December 17, 2015.

[Signature]

Notary Public



Philip P. Nichols
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT A

PARCEL I:

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of Virginia Military Survey No. 1425 and containing 2.200 acres of land, more or less being all out of that original 26.69 acre tract of land conveyed to Thomas J. and Agnes C. Murnane of record in Deed Book 1093, Page 303 (all references used in this description refer to the records of the Recorder's Office, Franklin County, Ohio) said 2.200 acres being more particularly described as follows:

Beginning at a 5/8 inch iron pipe found at the northwest corner of a 0.795 acre tract of land conveyed to Jeanne and Walter Cummins of record in Deed Book 3112, Page 437, being in the southerly right of way line of Clime Road (110 feet in width);

Thence South 13° 39' 33" West with the west line of said 0.795 acre tract a distance of 345.22 feet to a 3/4 inch iron pipe set at the southwest corner of said 0.795 acre tract, being in the north line of a 5.306 acre tract conveyed to Howard E. and Carol J. Fosnaugh of record in Deed Book 3543, Page 881;

Thence North 72° 57' 37" West with the north line of said 5.306 acre tract the south line of said original 26.69 acre tract a distance of 281.28 feet to a 3/4 inch iron pipe set;

Thence North 13° 39' 33" East with a new division line across said original 26.69 acre tract a distance of 337.37 feet to a 3/4 inch iron pipe set in the south right of way line of said Clime Road;

Thence South 74° 33' 30" East with the south right of way line of said Clime Road a distance of 280.93 feet to the true point of beginning and containing 2.200 acres of land, more or less.

A bearing of South 74° 33' 30" East was used on the south line of said Clime Road as used in the deed for said 0.795 acre tract of record in Deed Book 3112, Page 437.

PARCEL II:

Situated in the State of Ohio, County of Franklin, City of Columbus, and being part of Virginia Military Survey No. 1425 and containing 6.054 acres of land, more or less; being out of original 26.69 acre tract (with exceptions) as conveyed to Community Development Company, an Ohio General Partnership of record in Official Record 30798E03; (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning for reference at a railroad spike found in the centerline intersection of Clime Road (110 feet in width) with Georgesville Road;

Thence South 74° 33' 30" East, with the centerline of said Clime Road a distance of 70.89 feet to a point;

Thence South 15° 28' 30" West, a distance of 55.00 feet to an iron pipe found in the southerly right of way

line of said Clime Road, said iron pipe being the true point of beginning for this description;

Thence South 74° 33' 30" East, with the existing southerly right of way line of said Clime Road a distance of 879.57 feet to an iron pipe set at the northwesterly corner of a 2.200 acre tract as conveyed to Community Development Company of Official Record 30389106;

Thence South 13° 39' 33" West with the westerly line of said 2.200 acre tract a distance of 337.37 feet to an iron pipe set in the southwesterly corner of said 2.200 acre tract and northerly line of a 5.306 acre tract as conveyed to Howard E. III and Carol J. Fosnaugh of record in Deed Book 3543, Page 88;

Thence North 72° 57' 37" West, with the northerly line of said 5.306 acre tract a distance of 715.38 feet to an iron pipe set at the southeasterly corner of a 0.749 acre tract as conveyed to William A. and Carolyn G. Wood of record in Official Record 04608G09;

Thence North 13° 23' 13" East, with the easterly line of said 0.749 acre tract a distance of 150.00 feet to an iron pipe found at the northeasterly corner of said 0.749 acre tract;

Thence North 72° 56' 37" West, with the northerly line of said 0.749 acre tract a distance of 179.30 feet to an iron pipe set in the easterly right of way line of said Georgesville Road;

Thence with the easterly right of way line of said Georgesville Road the following (3) courses:

- 1) North 10° 17' 25" East, a distance of 29.83 feet to an iron pipe set;
- 2) North 12° 46' 53" East, a distance of 115.13 feet to an iron pipe set;
- 3) North 60° 34' 20" East, a distance of 24.92 feet to the point of beginning and containing 6.054 acres of land more or less.

A bearing of South 74° 33' 30" East was used on the southerly line of said Clime Road as used in the deed for a 0.795 acre tract conveyed to Walter and Jeanne Cummins of record in Deed Book 3112 Page 437;

The above description was prepared by Robert E. Blackburn Ohio Surveyor No. 6305, of Geo Graphics, Inc., Land Surveying and Civil Engineering, Columbus, Ohio, from information obtained from an actual field survey of the premises in August of 1995.

EXCEPTING THEREFROM THE FOLLOWING FROM PARCELS I AND II:

Situated in the State of Ohio, County of Franklin, City of Columbus, being part of Virginia Military Survey No. 1425 and containing 0.032 acres of land, more or less being all out of that original 26.89 acre tract of land conveyed to Thomas J. and Agnes C. Mumane of record in Deed Book 1093, Page 303 (all references used in this description refer to the records of the Recorder's Office, Franklin County, Ohio) said 0.032 acres being more particularly described as follows:

Beginning at a 5/8 inch iron pipe found at the northwest corner of a 0.795 acre tract of land conveyed to Jeanne and Walter Cummins of record in Deed Book 3112, Page 437, being the southerly right of way line of Clime Road (110 feet in width);

Thence South 13° 39' 33" West with the west line of said 0.795 acre tract a distance of 5.00 feet to a 3/4

inch iron pipe set;

Thence North 74° 38' 30" West with a new division line across said 26.69 acre tract a distance of 280.93 feet to a 3/4 Inch iron pipe set;

Thence North 13° 39' 33" East continuing with a new division line across said original 26.69 acre tract a distance of 5.00 feet to a 3/4 inch iron pipe set in the south right of way line of said Clime Road;

Thence South 74° 33' 30" East with the south right of way line of said Clime Road a distance of 280.93 feet to the true point of beginning and containing 0.032 acres of land, more or less.

A bearing of South 74° 33' 30" East was used on the south line of said Clime Road as used in the deed for said 0.795 acre tract of land record Deed Book 3112 Page 437.

The above description was prepared by Robert E. Blackburn Ohio Surveyor No. 6305, of Geo Graphics, Inc., Land Surveying and Civil Engineering, Columbus, Ohio, from information obtained from an actual field survey of the premises in August of 1995.

FURTHER LESS AND EXCEPTING therefrom the following 0.005 acre tract as conveyed by Mulqueen & Sons, LLC to the Franklin County Commissioners by document recorded on August 21, 2008 of record in Instrument No. 200808210127599.

Situated in the State of Ohio, County of Franklin, City of Columbus, Virginia Military Survey No. 1425, and being a part of a 8.254 acre tract of land conveyed to Mulqueen and Sons, LLC by deed of record in Instrument Number 200406250148169, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Commencing at "FCGS 5441" at the intersection of Clime Road and Georgesville Road;

Thence along the centerline of Clime Road South 75 degrees 29 minutes 08 seconds East, a distance of 70.89 feet;

Thence perpendicular to the said centerline South 14 degrees 30 minutes 52 seconds West, a distance of 55.00 feet to the existing right of way line of Clime Road and the northwesterly corner of the said 8.254 acre tract and the southerly line of a 3.231 acre tract conveyed to Community Development Company, an Ohio General Partnership by deed of record in Official Record 30798 Page E03 and being the TRUE POINT OF BEGINNING;

Thence South 75 degrees 29 minutes 08 seconds East, a distance of 9.11 feet along the existing right of way line of Clime Road, the grantor's northerly property line and the southerly line of the said 3.231 acre tract to an iron pin set in the grantor's northerly property line;

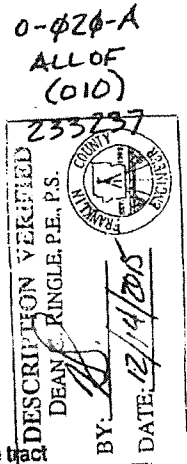
Thence South 57 degrees 42 minutes 47 seconds West, a distance of 38.41 feet leaving the southerly line of said 3.231 acre tract and across the grantor's tract to an iron pin set in the grantor's westerly property line; the existing right of way line of Georgesville Road and the easterly line of a 1.352 acre tract conveyed to Franklin County Commissioners by deed of record in Deed Book 3237 Page 533;

Thence North 11 degrees 51 minutes 15 seconds East, a distance of 10.43 feet along the existing right of way line of Georgesville Road, the grantor's westerly property line and the easterly line of the said 1.352 acre tract to the grantor's northwesterly property corner, the existing right of way of Georgesville Road and Clime Road and the southwest corner of the said 3.231 acre tract;

Thence North 59 degrees 38 minutes 42 seconds East, a distance of 24.93 feet leaving the said 1.352 acre tract and along the grantor's northwesterly property line, the existing right of way line of Georgesville Road and Clime Road and the southerly line of the said 3.231 acre tract to the TRUE POINT OF BEGINNING.

The above described area contains 0.005 acres of land, more or less, of which the present road occupies 0.000 acres of land, more or less which is part of the Franklin County Auditor's Permanent Parcel Number 010-233237.

Be the same more or less, but subject to all legal highways.



FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the Amendment), entered into as of February 3, 2019 (the Effective Date), by and between NATION LAND COMPANY, LLC, an Ohio limited liability company (Landlord), and HOME BUYS, INC., an Ohio corporation and successor-in-interest to HOME BUYS, LLC, formerly an Ohio limited liability company (collectively, Tenant), is in respect of that certain Lease Agreement dated December 17, 2015 by and between Landlord and Home Buys, LLC relative to Franklin County Ohio Parcel No. 010-233237-00 (the Premises), said Premises being further known for street numbering purposes as 4395 Clime Road, in Columbus, Ohio.

Whereas, the Lease as executed on December 17, 2015 may hereafter be referred to as the "Original Lease," and

Whereas, capitalized terms used in this Amendment shall, unless defined otherwise in this Amendment, have the same meanings as defined in the Original Lease, and

Whereas, on February 3, 2019, Home Buys, LLC converted from an Ohio limited liability company to an Ohio corporation and caused to be filed with the Ohio Secretary of State a Certificate for Conversion for Entities Converting Within or Off the Records of the Ohio Secretary of State whereby Tenant converted within the records of the Ohio Secretary of State (the Conversion), and

Whereas, the Conversion caused Home Buys, LLC, an Ohio limited liability company, to become Home Buys, Inc., an Ohio corporation, resulting, *inter alia*, in a change of Tenant's name, and

Now, therefore, for and in consideration of the sum of One Dollar and other good and valuable consideration the receipt of which is hereby acknowledged by each party, the foregoing statements are incorporated into and as part of this Amendment and the parties further agree as follows:

1. Change of Tenant's Name. Tenant's name is recognized and acknowledged to be **Home Buys, Inc.**
2. Successor-in-Interest. The parties acknowledge and agree that Home Buys, Inc. has, by operation of law, succeeded to all of the rights and obligations of Home Buys, LLC under the Original Lease. Home Buys, Inc. acknowledges that it is liable for all of Tenant's rights, responsibilities, liabilities, and obligations under the Original Lease the same as if it had entered into the Original Lease and expressly bound itself thereto.
3. Ratification. Home Buys, Inc. ratifies, reaffirms, and confirms its obligations of payment and performance and under the Original Lease and this Amendment, the same as if it had entered into the Original Lease and expressly bound itself thereto, and further acknowledges that Landlord has performed all of its obligations under the Lease to date.

4. Construction. The parties shall be conclusively deemed to be the joint authors of the Lease, and no part of the Lease shall be interpreted against anyone by reason of having been the drafter hereof.


5. Integration; Amendment, Severability. This document sets forth the whole, entire agreement of the parties with respect to this Amendment; anything not in writing and signed by both parties which is alleged to be part of this Amendment is not part of this Amendment and will not be enforced. The Lease may not be amended or modified except in writing signed by both parties. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed, and the remaining provisions will still be enforceable.

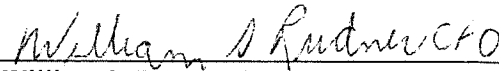
6. No Exterior Modifications. All provisions of the Original Lease not affected by this Amendment remain in full force and effect.

In witness whereof, we have hereunto set our hands and caused our signatures to be affixed.

HOME BUYS, INC., Tenant

NATION LAND COMPANY, LLC,
Landlord

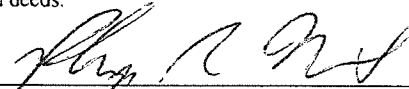
By 
Brady Churches, Chief Executive Officer
Date 3/22/19

By 
William S. Rudner, CFO
Date 3/19/19

State of Ohio, Franklin County, ss. Before me, a notary public in and for the state of Ohio, personally appeared **Brady Churches**, in his official capacity as Chief Executive Officer of **Home Buys, Inc.**, and acknowledged signing the within instrument for and on behalf of said entities and as their free and voluntary acts and deeds.



Philip R. Nichols
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.


Notary Public

State of Ohio, Franklin County, ss. Before me, a notary public in and for the state of Ohio, personally appeared **William S. Rudner** in his official capacity as treasurer of **Nation Land Company, LLC**, and acknowledged signing the within instrument for and on behalf of said entity and as its free and voluntary act and deed.



Philip R. Nichols
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.


Notary Public