



WILSON NATIONAL LLC

A REAL ESTATE & AUCTION GROUP

Mark Wilson • Brandon Wilson
 8845 St. Rt. 124, Hillsboro, Ohio 45133
 (937) 393-3440 or 1-800-450-3440
 FAX: (937) 393-3442
 www.wilnat.com | advantages@wilnat.com



Confirmation of Sale

THIS MEMORANDUM OF SALE AND AGREEMENT, Made and entered into at City of Hillsboro
 State Ohio, this 26th day of February, 2025, by and between:

Seller:

Name Dr. Mitchell Ede Trust - PNC Bank Trustee

Address 301 SW Adams St., Peoria, IL 61602

Phone 309-655-5345 **Email** _____

hereinafter called the Seller; and

Purchaser:

Name _____

Address _____

Phone _____ **Email** _____

hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale at public auction through WILSON NATIONAL LLC. of Hillsboro, Ohio, the following described premises: 134.679 acres with improvements. Located at 9555 Kincaid Road, Hillsboro, OH Highland County, OH

_____ together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the purchaser has this day bid in at public auction and has purchased all of said property for the sum of (\$ _____)

NOW THEREFORE, it is agreed to the following terms: Cash on Delivery of Deed.

1. That Purchaser agrees to pay the sum of \$ _____ upon execution of this agreement, the receipt of which is hereby acknowledged by the Seller, and \$ _____ on delivery of deed.
2. **EARNEST MONEY** - The down payment in this transaction is to be held by Wilson National LLC Trust Account of Wilson National LLC, 8845 SR 124, Hillsboro, OH 45133 until deed is delivered. In the event the Purchaser does not close on this transaction in a timely manner to no fault of the Seller, the Seller may choose any legal remedy available including but not limited to enforcing this contract via a specific performance legal action, a lawsuit for damages, or electing to declare this contract null and void and retaining the Purchasers Earnest Money. If the Seller elects to declare this contract null and void and retains said earnest money, Seller must give a 10 day notice in writing to Purchaser of such action. During this 10 day period the Purchaser shall have the right to close this transaction. In the event the Seller declares this contract null and void and retains said earnest money, by the signing of this agreement both Purchaser and Seller agree to release each other and Wilson National LLC, and all their agents and employees from any and all claims and demands whatsoever of any nature, kind or description arising out of or connected with directly or indirectly, the contract and the same is hereby agreed to be null and void and of no effect except for the retention of said earnest money by Seller.
3. **TAXES** Seller to pay 2024 taxes due and payable 2025
4. **CAUV TAXES** - The CAUV tax recoupment if applicable will be the responsibility of the Buyer
5. **CLOSING** - The Seller agrees to execute and deliver a good and sufficient Trustees Deed with release of dower on or about April 4, 2025
6. **POSSESSION** - The Seller agrees to give possession of said property on or about closing date

Confirmation of Sale (Continued)

7. No other terms, conditions or qualifications pertaining to this sale transaction were made or expressed except: Terms and conditions in brochure becomes an addendum to this agreement.
PNC has a fiduciary addendum to purchase agreement.

8. Purchaser acknowledges having read the attached bidder packet and brochure which is an addendum to this confirmation and agrees to the terms and conditions as set forth in said packet and announcements made by Auctioneer on day of sale.

9. **CONDITIONS OF IMPROVEMENTS:** Seller agrees that on Possession of the Real Estate it shall be in the same condition as it is on the date of this contract except for ordinary wear and tear and casualty damage for perils insurable under a standard fire policy with extended coverage. If the Real Estate is damaged or destroyed by fire or other casualty and if, prior to Closing, the Real Estate is not repaired or restored by and at the cost of the Seller as it was prior to the damage or destruction, then Buyer may terminate this Contract by written notice to Seller, and the Earnest Money deposit 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.

10. **AGENCY DISCLOSURE STATEMENT:** Buyer acknowledges having reviewed and signed the attached State of Ohio Disclosure Statement (if applicable)

N/A 11. **RESIDENTIAL PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of the State of Ohio Residential Property Disclosure Form (if applicable).

12. **LEAD-BASED PAINT DISCLOSURE:** Buyer acknowledges waiving rights to a lead-base paint inspection (if applicable)

13. **FAIR HOUSING STATEMENT:** "It is illegal, pursuant to the Ohio fair housing law, division (H) of section 4112.02 of the Revised Code, and the federal fair housing law, 42 U.S.C.A. 3601, 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, 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."

14. **SOLE CONTRACT:** The parties agree that this contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by all parties and copies shall be attached to all copies of the original contract. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th day of February, 2025.

Sellers: _____ Purchasers: _____

WILSON NATIONAL LLC

By _____

**PNC FIDUCIARY ADDENDUM TO PURCHASE AGREEMENT
(COMMERCIAL PROPERTY)**

This PNC Fiduciary Addendum to Purchase Agreement ("Addendum") is attached to and made part of that certain Purchase Agreement ("Purchase Agreement") dated _____, 2025, by and between PNC Bank, National Association, in its fiduciary capacity as Trustee of the MITCHELL EDE ESTATE SETTLEMENT TRUST and not in its corporate capacity, ("Seller") and _____ ("Buyer") for the sale and purchase of certain real property with improvements thereon, if any, located at: _____ ("Property")

In the event of any conflict between the provisions of this Addendum and the Purchase Agreement or any addendum or rider thereto, the provisions of this Addendum will control and the conflicting term in the Purchase Agreement or any addendum or rider thereto is considered deleted and expressly waived by both Buyer and Seller.

Buyer and Seller acknowledge and agree as follows:

1. Physical Condition.

(a) Property is being sold in its present "as is, where is" condition, including all defects, known or unknown. Neither Seller nor Seller's employees, officers, directors, agents, successors, assigns, salespeople and agents make any representations, warranties or guarantees to Buyer of any kind whatsoever as to the condition of Property, including, but not limited to habitability, legality of use, or zoning nor as to the fitness of any improvements on Property for any particular purpose, the operating utility of any heating, ventilating, cooling, roofing, utility service, access, water sufficiency, potability, waterproofing or any appliance or other personal property. Seller acquired Property through an estate or trust and has not occupied Property. Property may not be in compliance with applicable building, zoning, health or other laws or codes. Property may not be in habitable condition. Any improvements on Property, including any buildings, systems, fixtures, appliances, and personal property, if any, being sold with Property are not new and may have defects and may need repair work. Buyer must rely on his, her or its own inspection, or that of any parties Buyer wishes to employ. Buyer also acknowledges that any State Property Disclosure forms do not have to be completed by an executor or a trustee. Seller acknowledges and agrees that nothing in this Section 1 shall limit Buyer's right to have an inspection of the Property conducted for Buyer or to the Seller's repair obligations, if any, expressly set forth in the Purchase Agreement.

(b) Closing of the sales transaction contemplated in this Addendum and pursuant to the Purchase Agreement (including, without limitation, Seller's receipt from Buyer of the purchase price payable with respect to the Property) (the "Closing") constitutes acceptance by Buyer of the Property's condition and upon the Closing Seller will have no further liability for

Buyer(s) Initial _____/_____

Seller Initial _____

the condition of the Property. A Special Warranty Deed with fiduciary covenants will be used. It is agreed that the Property will transfer ownership using the escrow form of closing.

(c) All surveys, reports, studies or evaluations of the structural, mechanical, physical or environmental condition or any other condition of the Property provided to Buyer by Seller are provided solely as an accommodation to Buyer only for disclosure purposes. There is no obligation on Seller's part to obtain such information. Seller makes no representation or warranty as to the accuracy or completeness of any such surveys, reports, studies or evaluations or as to the compliance of the reports, studies or evaluations with recognized professional standards. Further, Seller is not liable for or bound in any manner by any verbal or written statements, representations or information relating to the Property furnished by any real estate broker, vendor, contractor, agent, employee, servant or other person.

2. Inspections.

If the Purchase Agreement is subject to any type of property inspections, Seller will make Property available for all reasonable inspections upon reasonable prior notice. Buyer will keep Property free and clear of liens and will indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs. Buyer will repair all damages arising from any home inspections conducted at Buyer's direction. No inspections may be made by any governmental building or zoning inspector without the prior written consent of Seller, unless required by local law. Buyer will provide to Seller, at no cost, upon request of Seller, complete copies of all inspection reports obtained by Buyer. If Property has been winterized, Seller will have Property de-winterized for the Buyer's property or home inspections. Buyer is responsible to have Property re-winterized once the inspections are completed at Buyer's sole cost and expense. Buyer is responsible to have Property de-winterized after Closing at Buyer's sole cost and expense. Since Seller has never occupied the Property and has no or limited knowledge of the condition of the Property, Seller strongly encourages Buyer to have an inspection of the Property conducted for Buyer. Seller acknowledges and agrees that if there is an inspection contingency expressly set forth in the Purchase Agreement, Seller shall be bound by the terms and conditions of such contingency regardless of the terms of Section 1 of this Addendum.

3. Approval to Sell.

An offer is subject to the final approval of the PNC Bank Real Estate Trust Investment Committee.

4. Buyer's Perceived Conflict Disclosure.

Buyer(s) represents that he or she is not connected to or employed by PNC Bank, its officers, employees, the trust or estate in which this property is held in, nor is he or she aware of any situation or relationship that is or may be perceived as a conflict of interest with Seller.

5. Agreement.

It is expressly agreed by the parties hereto that time is of the essence with respect to the Purchase Agreement including, but not limited to, any provisions for the closing date and inspection notice allowed or required.

Buyer(s) Initial _____ / _____

Seller Initial _____

6. Release; Indemnification.

Buyer hereby releases and agrees to indemnify the Seller, PNC Bank, National Association, in its fiduciary and corporate capacities, from all liabilities and expenses (including legal fees and costs, whether incurred in (i) defending against claims or (ii) enforcing its rights under this Agreement), that may arise from this Agreement or the Property. Buyer acknowledges and agrees that Buyer has carefully read the foregoing release and indemnity, knows and understands the contents thereof and grants and agrees to the same as Buyer's own free act and deed. The provisions of this paragraph shall survive the termination of the Purchase Agreement and the Closing.

7. Compliance.

Buyer represents, warrants and covenants to Seller that (i) no Covered Entity (as hereinafter defined) or any Person (as hereinafter defined) providing funds to Buyer for the purchase of the Property is a Sanctioned Person (as hereinafter defined); (ii) no Covered Entity is directly or indirectly controlled by a Sanctioned Person; (iii) none of the funds used by Buyer to purchase the Property will be derived from any unlawful activity; (iv) each Covered Entity is in compliance with, and shall continue to comply with, all Anti-Terrorism Laws (as hereinafter defined); and (v) Buyer is not acting hereunder and will not act hereunder for or on behalf of a Sanctioned Person.

Buyer shall provide to Seller all information reasonably requested by Seller from time to time relating to the sources of funds and/or Persons conducting business with Buyer, including, but not limited to, the full legal name of Buyer and/or the beneficial owners of Buyer, their primary residences or places of business, social security numbers or company tax identification numbers, dates of birth and/or their percentage ownership of Buyer and copies of Buyer's and/or its beneficial owners' organizational and governing documents.

In the event that (i) any of the representations or warranties contained in subparagraph (a) above shall be inaccurate or incomplete, (ii) it is determined that any covenant set forth in subparagraphs (a) or (b) above has been breached, (iii) the information Buyer provides under subparagraph (b) above is inaccurate or incomplete and/or (iv) Seller determines, in its good faith judgment, that completion of the purchase and sale of the Property could violate any Anti-Terrorism Law or any other Law, then Seller shall have the right to terminate the Purchase Agreement whereupon the Deposit shall be returned to Buyer without interest and Seller shall be released from any further liability under the Purchase Agreement.

As used in this Paragraph, the following terms shall have the meanings set forth below:

“Anti-Terrorism Laws” means any Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

Buyer(s) Initial _____ / _____

Seller Initial _____

“Covered Entity” means (a) Buyer and each direct or indirect subsidiary of Buyer and (b) each Person (as hereinafter defined) that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person means the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

“Law” means any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any governmental authority, foreign or domestic.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Sanctioned Person” means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

8. Counterparts.

This Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. For purposes of the foregoing, facsimile signatures or signatures transmitted by e-mail or PDF shall have the same force and effect as original signatures.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

Buyer(s) Initial _____ / _____

Seller Initial _____

Buyer and Seller have executed this Addendum intending to be legally bounded hereby.

Buyer:

By: _____

Print Name: _____

Title: _____

Date: _____

Buyer:

By: _____

Print Name: _____

Title: _____

Date: _____

Seller:

PNC BANK, NATIONAL ASSOCIATION
In its fiduciary capacity as
Trustee of the
MITCHELL EDE ESTATE SETTLEMENT TRUST
and not in its corporate capacity

By: _____

Print Name: GREGORY A. STRICKFADEN, VP

Title: VICE PRESIDENT

Date: _____

Buyer(s) Initial _____ / _____

Seller Initial _____



AGENCY DISCLOSURE STATEMENT



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

Property Address: 9555 Kincaid Rd. Hillsboro, Ohio

Buyer(s): _____

Seller(s): Dr, Mitchell Ede Trust - PNC Bank Trustee

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Mark Wilson / Brandon Wilson and real estate brokerage Wilson National 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 a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

BUYER/TENANT _____ DATE _____

PNC BANK, N.A. TRUSTEE MITCHELL EDE ESTATE SETTLEMENT TRUST
SELLER/LANDLORD _____ DATE _____
Mark A. Wilson, VP 01-04-2025
SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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



Working With Wilson National LLC

Wilson National LLC does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but Wilson National LLC and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Wilson National LLC will still supervise both agents to assure that their respective clients are being fully represented and will protect the party's confidential information.

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

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

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

Working With Other Brokerages

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

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, 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.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. Because it is important that you have this information Ohio law requires that we ask you to sign below, acknowledging receipt of this consumer guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Wilson National LLC

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

Representing the Sellers

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

Representing Buyers

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

Dual Agency

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

Representing Both The Buyer & Seller

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

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

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form



To Be Completed By Owner

Property Address:

9555 Kincaid Rd. Hillsboro, Ohio

Owner's Name(s):

Dr. Mitchell Ede Trust - PNC Bank Trustee

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: PNC BANK N.A. TRUSTEE MITCHELL EDE
EDE, ESTATE SETTLEMENT TRUST

Date: _____

Owner: *[Signature]*, VP

Date: 01-04-2025

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<i>PNC BANK N.A. TRUSTEE MITCHELL EDE ESTATE SETTLEMENT TRUST</i>			
<i>[Signature]</i>	<i>VP</i>	<i>01-04-2025</i>	
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date