

SUPERPRIME

LOCATION RELEASE

For good and valuable consideration receipt and sufficiency of which is hereby acknowledged, Victor Digeronimo Jr. ("Grantor") with an address of 6626 Timberlane Dr. Independence, Ohio 44131-6532 hereby grants to Superprime. {"Company"} the right on October 21 thru 24th, 2015 to enter upon, utilize, photograph and record the real property located at 6626 Timberlane Dr. Independence, Ohio 44131-6532 (the "Property"), including without limitation the right to bring onto the Property such personnel, materials, vehicles and equipment, and to erect and construct sets and props, and conduct such activities as the Company deems necessary in connection with the photographing, filming and recording (including sound recording) for inclusion in the television commercial currently entitled Nike "House Guest" ("Work"), and the right to exhibit any and all scenes photographed or recorded at the Property in all media, worldwide, in perpetuity, including without limitation using and/or reproducing the actual name, signs, logos, trademarks and other identifying features of the Property and/or without regard to the actual appearance or name of the Property or any parts thereof in connection with the Work. Company personnel may enter, photograph or otherwise inspect the Property to plan and set up for the Work without charge at reasonable times and with reasonable notice to Grantor. The parties expressly agree that the term of Company's access to the Property shall be subject to modification due to weather conditions, changes in production schedules and/or any other reasonable commercial need requiring such a change, and that Company shall be afforded a reasonable right of re-entry to the Property for reasons related to the production of the Work.

In consideration of the rights granted herein, Company shall pay Grantor the amount of \$15,000 USD for Rental (Paid to Realty Trust Services - Real Estate Agent). Grantor will have no right of consultation or approval in connection with the rights or the subject matter of the rights granted herein. Company will own all right, title and interest, including without limitation copyright rights, in and to the Work including, without limitation, those portions of the Work containing the Property in any and all media now or hereafter known or devised throughout the universe in perpetuity, to be used and disposed of without limitation as Company will in its sole discretion determine. Grantor hereby releases Company from any claims that Grantor may have by reason of the exhibition or use of the Work in all media, worldwide, in perpetuity.

Grantor represents and warrants that he, she or it is the owner of all right, title and interest to the Property, and that Grantor has the full right and authority to enter into this Agreement and no approvals and/or licenses are necessary from any other party to grant Company's use of the Property as granted herein. Grantor's grant of the Rights will not conflict with or violate any commitment, Agreement or understanding Grantor has or will have to or with, nor infringe upon any right of, any person or entity. Grantor shall at all times defend, indemnify and hold harmless Company, its parent, subsidiary and affiliate organizations, and their employees, agents, successors and assigns from and against any and all claims, actions, damages and losses, liabilities and expenses, including reasonable

warranties, undertakings and agreements made by Grantor hereunder.


Company may assign this Agreement and any or all of its rights to any party or entity. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable.

The persons signing this Agreement on behalf of Grantor and Company respectively represent and warrant that they have been granted all necessary right and authority to sign on behalf of their respective parties and to so bind that party to this Agreement.

This Agreement embodies the entire understanding, written or oral, in effect between the parties relating to the subject matter hereof and supersedes any Agreement, written or oral, that may currently exist between Company and Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

"OWNER"

 adobe verified
10/18/15 4:15PM EDT
001-KADU-3811-2MFA

Its: _____

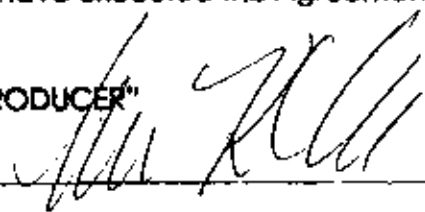
Print Name: Victor Digeronimo JR.

Address: Victor Digeronimo JR.

6626 Timberlane Dr.

Independence, Ohio 44131

"PRODUCER"

By: 

Its: _____

Print Name: Maura R Herby

Address: Superprime

9950 Jefferson Blvd. Bldg 3

Culver City, CA 90232

UPON COMPLETION OF PHOTOGRAPHY:

The undersigned has inspected the premises after completion of Superprime's use. I hereby acknowledge and agree that the said premises have been satisfactorily restored to the prior condition in accordance with the original signed agreement.

Signed _____

Date _____

ADDENDUM A

This is an Addendum to the Location Release dated October 18, 2015
for the Rental of the Property known as (Street Address) 6626 Timberlane Dr.
(City) Independence, Ohio,
between SUPERPRIME (Renter) (Renter)
and Victor Digeronimo Jr. Owner.

The following is hereby mutually agreed upon by said Renter and the Owner:

- 1.) Renter agrees to have access to property located at 6626 Timberlane Dr. Independence, Ohio 4413 for the period of October 21-24th.
- 2.) Pool will be uncovered and in working condition.
- 3.) Rental Fee of \$15,000. will be paid to SuperPrimes agent Brokerage Realty Trust Services. Located at 29550 Detroit Road Suite 102, Westlake Ohio 44145.
- 4.) Owner and listing agent may not have any showings during October 21-24th. Listing agent and Owner Victor Digeronimo Jr. may be on site during that period.

Victor Digeronimo Jr.
OWNER (print) DATE
X Victor Digeronimo
OWNER (sign) DATE

03/09/00 VERIFIED
10/12/15 4:16PM EDT
920NAGHG-TELZ-2548

SUPER PRIME
Renter DATE
[Signature] 10/19/15
Renter DATE



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: 6626 Timberlane Dr. Independence, OH 44131

Rent(s): SUPER PRIME

OWNER(s): Owner of Record - VICTOR DIGERONIMO JR.

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

^{renter} The buyer will be represented by Christopher Kayler and Rocky Trust Service

^{owner} The seller will be represented by Ann W. Hurley and Howard Hagan

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) _____ and real estate brokerage _____ 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.

SUPER PRIME
 _____ DATE 10/19/15
 _____ DATE _____

VICTOR DIGERONIMO JR.

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 Licenses: Generally the broker and manager 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 when the broker or manager is personally representing one of the parties. The second is when 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 ensure 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

