

PROPERTY INFORMATION PACKAGE #25-2105

### **REAL ESTATE AUCTION** *Pursuant to Reorganization* **RE: FYM, LLC**

### 7,260+/- GBA POTENTIAL IN-TOWN ESTATE OR HISTORIC INCOME PROPERTY .17+/- Acres w/ Private Patio & Parking

Under Renovation w/ Multi-Use & Expansion Potential

### **38 PELHAM ST., NEWPORT, RI**

### Friday, April 4th at 11am On-site

Property Tour: Friday, March 28 (11am-1pm)

RI# REB.0018924



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\*You must sign & return in order to receive additional information

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# JJManning AUCTIONEER'S DISCLAIMER

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

#### PLEASE COMPLETE, SIGN & DATE THIS DOCUMENT FAX TO 508-362-1073 (OR) EMAIL TO <u>AUCTIONS@JJMANNING.COM</u> WE WILL EMAIL YOU THE LINK TO THE PASSWORD PROTECTED PDF FILE IN RETURN

### **WAIVER & CONFIDENTIALITY AGREEMENT** BIDDER INFORMATION REQUEST – 38 PELHAM ST., NEWPORT, RI

To receive a copy of the bidder related documents on file including: (Plans, Reports, Estimates, etc.) for the property known as 38 Pelham St., Newport, RI, you are required to return a completed and signed copy of this form to JJManning Auctioneers prior to the release of any materials to you.

In regard to the above property, **FYM, LLC** are providing to prospective purchaser:

(Full Name)	 		
(E-Mail Address)	 		
(Daytime Phone)	 	(Co. Name)	
(Mailing Address)			

the documents for the property identified above for such information (if any) as prospective purchaser deems the plans, reports, estimates, and/or related documents to contain.

**FYM, LLC, JJManning Auctioneers** and their agents, employees and attorneys make no representation whatsoever regarding the accuracy of these documents or the qualifications of the reporting firm(s). All the premises will be sold without representation or warranty whatsoever as to its condition, occupancy or fitness for habitation thereon.

You should conduct such further investigations as you see fit and consult with your own attorney.

#### **RELEASE AND WAIVER**

The undersigned has requested an e-mail copy of any confidential documents, plans, reports, estimates & information, if any, regarding the property marked above. The undersigned does hereby forever release and discharge **FYM, LLC, JJManning Auctioneers** and its agents, employees and attorneys from any and all damages, claims, demands, actions, and liabilities relating in any way to any reliance by the undersigned or any information contained in said documents regarding the property or as to the accuracy of information contained therein. The undersigned agrees that **FYM, LLC, JJManning Auctioneers** and their agents, employees and attorneys have not made and do not make any representation or warranties whatsoever regarding the documents regarding the property, and acknowledges and agrees to the following:

(a) **FYM, LLC, JJManning Auctioneers** makes absolutely NO REPRESENTATIONS OR WARRANTIES WHATSOEVER with respect to the information contained therein, or as to the accuracy of the information contained therein, either at the time it was prepared or at the present time;

(b) The information contained in these documents shall remain confidential and may not be disclosed by you to any other party;
 (c) The information contained therein is being provided to you FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT
 BE RELIED UPON BY YOU IN ANY MATTER WHATSOEVER, including, without limitation, being used in connection with (i) determining whether or not to submit a pre-auction offer or bid at the public auction to be conducted by FYM, LLC, JJManning
 Auctioneers or (ii) determining the amount of any such offer or bid.

Signature

Date



### **REAL ESTATE AUCTION**

Pursuant to Reorganization RE: FYM, LLC

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RI# REB.0018924

<u>Terms of Sale:</u> 10% deposit of which Fifty Thousand Dollars (\$50,000.00) must be presented in certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Monday, April 7, 2025. Balance in 30 days.

<u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.

<u>B.</u> Closing will take place on or before Monday, May 5, 2025 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.

<u>C.</u> A Buyer's Premium of FIVE PERCENT (5%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.

<u>D.</u> The property is being sold "as is, with all faults". We encourage you to attend the Property Tour and thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.

E. Auctioneer reserves the right to enter protective bids on behalf of Seller.

 $\underline{F}$ . Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.

<u>G.</u> The property is <u>NOT</u> being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!

H. Other terms, if any, to be announced at the auction sale.

# JJ Manning AUCTIONEERS BUYER'S PREMIUM EXPLANATION

There will be a Buyer's Premium of 5% added to the high bid. The total of the high bid plus the 5% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:	
Bid Price: Add 5% Buyer's Premium:	\$100,000.00 \$5,000.00
Contract sales price:	\$105,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

This 4th day of April 2025

#### 1. PARTIES AND MAILING ADDRESSES **FYM, LLC** hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

#### 2. DESCRIPTION

The land with the buildings thereon known as 38 Pelham St., Newport, RI.

#### 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development of a particular purpose or subdivision. The sale is of the real estate is not subject to the successful transfer of any existing permits, approvals, plans or otherwise, if any exist.

#### 4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided and said deed shall convey a good and clear record, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record;

#### 5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

#### 6. PURCHASE PRICE

The agreed purchase price for said premise	dollars, of which	
\$ <u>50,000.00</u>	_have been paid as a deposit this day and	
\$	are to be paid in wire transfer, certified, cashier's, treasurer's or bank c 4:00 pm ET on Monday, April 7, 2025 as the additional deposit	heck(s) by
\$	_are to be paid at the time of delivery of the deed by certified, cashier's, treasurer's or bank check(s)	
\$	_TOTAL	

#### 7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Monday, May 5, 2025 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

#### 8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

#### 9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

#### 10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

#### 11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial

#### 12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

#### 13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

#### 14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

#### 15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

#### 16. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

#### 17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

#### 18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

#### 19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made or required to be made hereunder by the BUYER shall be retained by the SELLER as liquidated damages even if BUYER fails to make the deposit or additional deposit.

#### 20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit(s) paid by the BUYER upon the execution of this Agreement and/or any additional deposit required to be made shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

#### 21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

#### 22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Rhode Island contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

#### 23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

#### 24. SMOKE DETECTORS/SEPTIC/WATER

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. If necessary, the buyer shall be responsible for the repair, upgrade or installation of a septic system and/or a well and/or municipal water and/or sewer connections which meet the requirements of the board of health. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed strictly "as is".

#### 25. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION SALE wherein all contingencies, warranties, and representations have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

#### FYM, LLC, Seller

By:

By:

Buyer's Mailing Address (Street or P.O. Box)

Buyer's Mailing Address (City, State & Zip Code)

Buyer's Daytime Phone

Buyer's Evening Phone

BUYER

BUYER

Buyer's Attorney (Name)

Buyer's Attorney (Firm)

Buyer's Attorney's Address (Street or P.O. Box)

Buyer's Attorney's Address (City, State & Zip Code)

Buyer's Attorney's Phone

Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT

### 38 Pelham St, Newport, RI 7,260± GBA POTENTIAL IN-TOWN ESTATE OR HISTORIC INCOME PROPERTY

.17± Acres with Private Patio & Parking • Under Renovation with Multi-Use & Expansion Potential (Pursuant to Reorganization Re: FYM, LLC)



## **AUCTION:** Friday, April 4 at 11am On-site

Between Thames Ave & Spring St in an area of iconic colonial homes close to shopping, restaurants, hotels, harbor & attractions in one of New England's top summer resort destinations famous for Gilded Age mansions, tennis, golf, beaches & a rich maritime history. At the Southern tip of Narragansett Bay's Aquidneck Island, Newport is 33± miles from Providence, 20± miles from Fall River, or an easy trip from Boston & New York City.

Built for John Gidley in 1744, by 1850 the property was in use as the "Pelham Street House" hotel with a

variety of hospitality & multi-unit rental uses thereafter. While in use as  $4\pm$  rental units, there was a 3rd story water supply leak in July of 2021 which led to emergency mitigation gutting of the interior down to the studs.

Owner's intent has been to create 10-unit short-term rental units comprised of (8) 1BR/1BA guest rooms, (2) 2BR/2BA suites & common areas within the existing footprint, retaining the parking lot & patio. In the very early stages of renovation, new ownership

Site:  $.17\pm$  ac  $(7,240\pm$  sf) with gravel parking lot,  $528\pm$  sf fenced patio,  $67\pm$  ft frontage

Zoning: GB – General Business, Historic Hill District, in National Historic Landmark District

**Design:** 1-3 story c 1744 Georgian post & beam with additions over time on masonry/stone/concrete foundations

**Basement:** 1,709± sf unfinished partial

- Per Assessor: 4 units, 9 BR, 9 BA under renovation to 10 Units, 12 BR, 12 BA
- \* Prospective buyers to conduct their own due diligence in regard to what is permissible by existing health, building & zoning codes
- Utilities To Site: City water & sewer, electric, gas, phone

Legal Ref.: Newport 3025-129 Parcel ID: 24-259

#### Terms of Sale:

10% certified deposit of which \$50,000 in certified or bank check at this reorganization auction & remainder by 4pm ET on Monday, April 7, 2025. Balance in 30 days. 5% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale.

All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment & inspection. Announcements from the Auction Block take precedence over any previously printed material or any other oral statements made JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction.

#### Pre-auction Offers:

Must be tendered on a signed JJManning approved P&S Agreement & accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer in order to be considered. would be able to pursue their own vision for the property as GB zoning allows for a variety of additional uses including residential, home occupation, transient guest housing & professional offices as permitted. Zoning may allow for up to 80% site coverage & 45± ft height with favorable sideline setbacks such that existing structure could potentially be significantly expanded through addition – a rare opportunity in downtown.



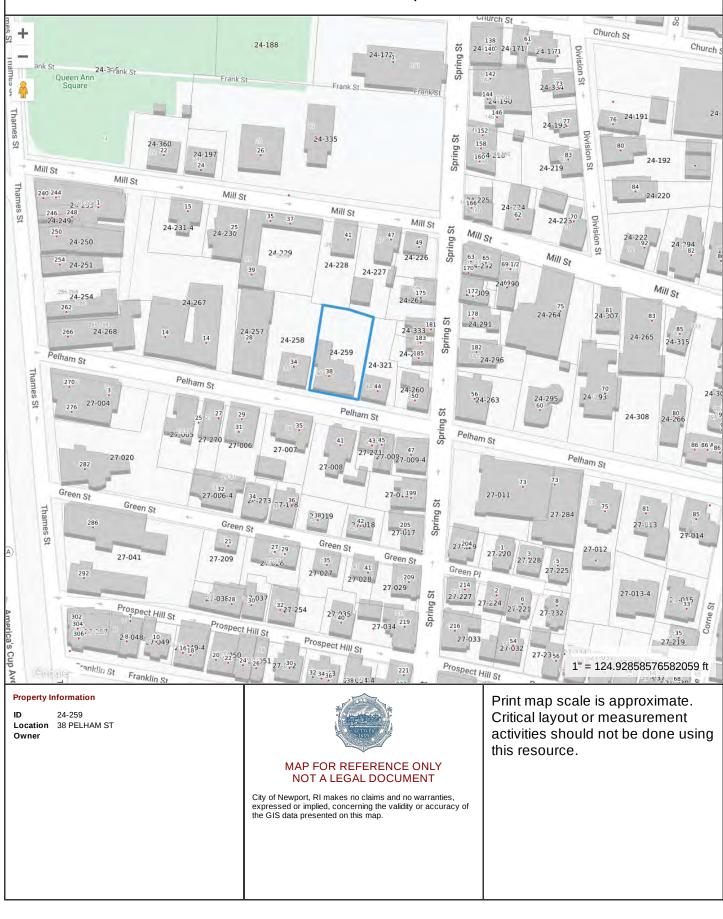
RI# REB.0018924 Brochure 1825 • Ref 25-2105

<b>Newport</b> (Summary Data - may not be Complete Representation of Property)								
	(Sum	mary Data - may not be Comple	ete Representatio	on of Property)				
<b>Parcel:</b> 24-259 <b>Account:</b> 4411	Location: 38 PEL User Acct: R04650		Owner: LUC:	FYM LLC 20 - 4-5 Family	Zoning: GB			
Parcel Values Total: \$1,292,000	Land: \$486,200	Land Area: 7,240 SF	Building:	\$805,800	Assessed: \$1,292,000			
Sales Information Book and Page 3025-129 825-8	<b>Instrument Type</b> Quit Claim	<b>Date</b> 08/10/2 09/17/1		<b>Price</b> \$0 \$0	<b>Grantor</b> MULLOWNEY JAMES T F			
Building Type: Apt House Heat Fuel: Oil Exterior Wall:Clapboard # of Rooms: 0	Year Built: 1744 Heat Type: Steam Bsmnt Garage: 0 # of Bedrooms: 9	Grade:B % Air Conditioned: 0.00 Roof Cover: Asph/F Gls/C Full Bath: 9	Condition:GD Fireplaces: 1 # of Units: 4 1/2 Baths: 0					
Yard Item(s) Description Quant	tity Size	Year Condition	Quality	Value				
Building Areas Area Basement, Unfinished Canopy First Floor Patio Upper Story, Finished Upper Story, Unfinished	<b>Net Area</b> 1,709 SF 107 SF 2,236 SF 528 SF 1,600 SF 1,080 SF	<b>Finishe</b> 0 SF 0 SF 2,236 SI 0 SF 1,600 SI 0 SF	7					
					Disclaimer: This information is for tax assessing purposes and is not warranted			
BAS (527) 31	2 24 PTO (528) 22 24 24 7 8AS 6	11 9 CAN 11 (107) 12 1 1 8						
7 10 30	(109) UUS FUS BAS UBM (1080)	12 FUS BAS UBM 14 (280) 14 11 11 FUS 16 BAS UBM (240) 15	4		01/23/2020			

#### www.NEReval.com



#### 38 Pelham St., Newport, RI





#### **Map Theme Legends**

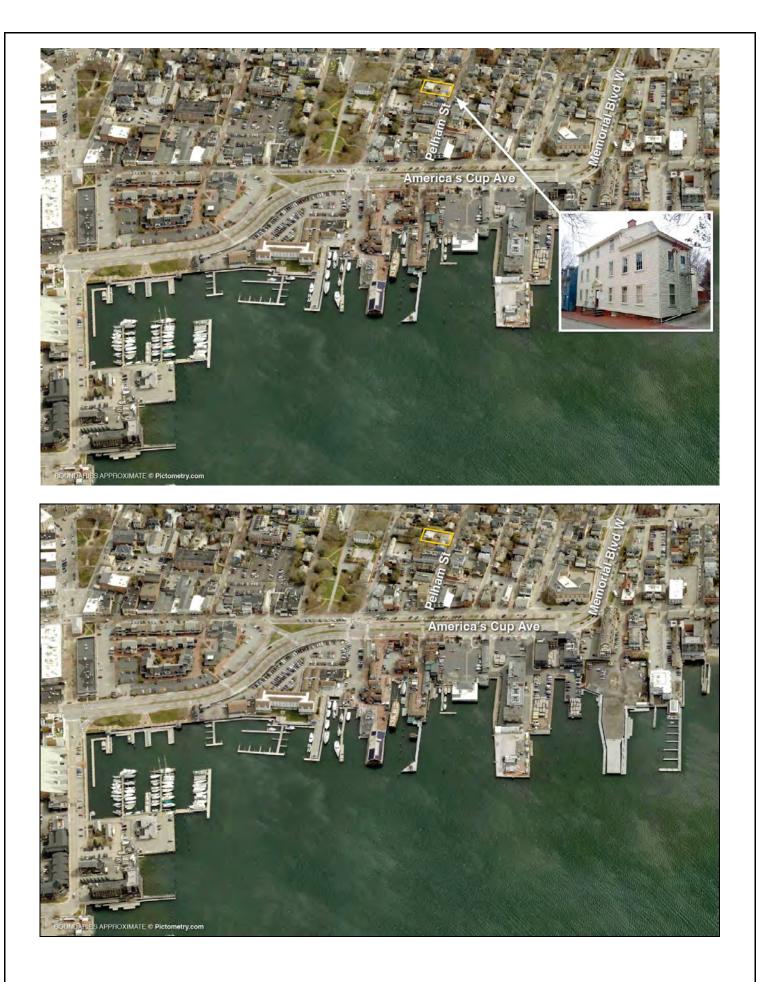
#### **Zoning Districts**

- R-3
  R-10
  R-10A
  R-20
  R-40
  R-40A
- R-60R-120
- R-120
   R-160
- e lb
- WB
- GB ● CI
- TM
- os 🌔
- REC
- UVMT
- MK

Refer to City Ordinance for detailed descriptions and regulations regarding each Zoning District: <u>Link to Zoning Ordinances</u>

### PHOTO GALLERY 38 PELHAM ST, NEWPORT, RI



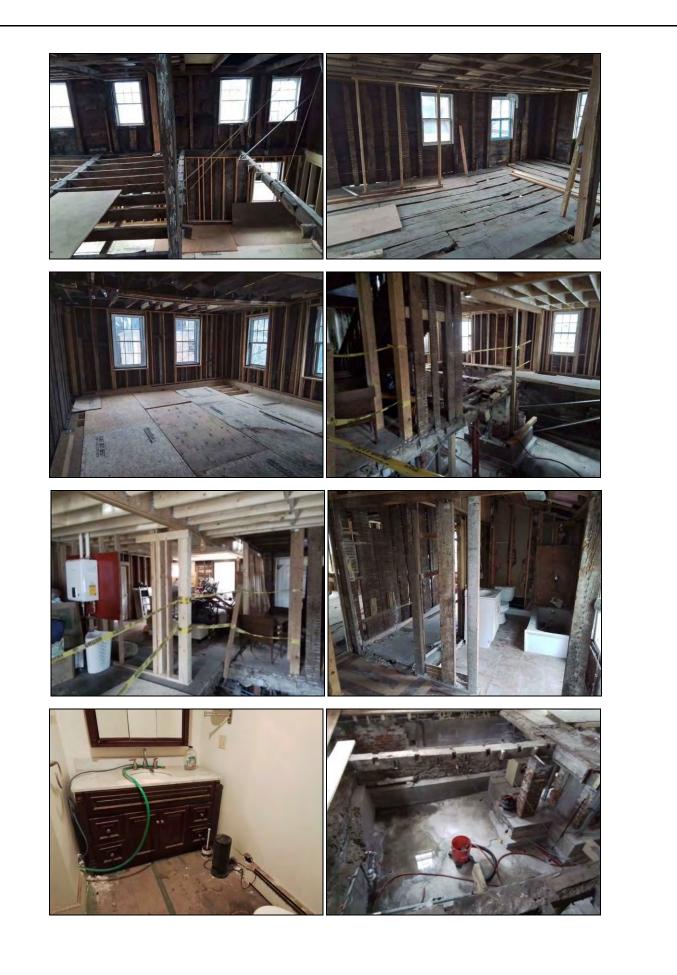


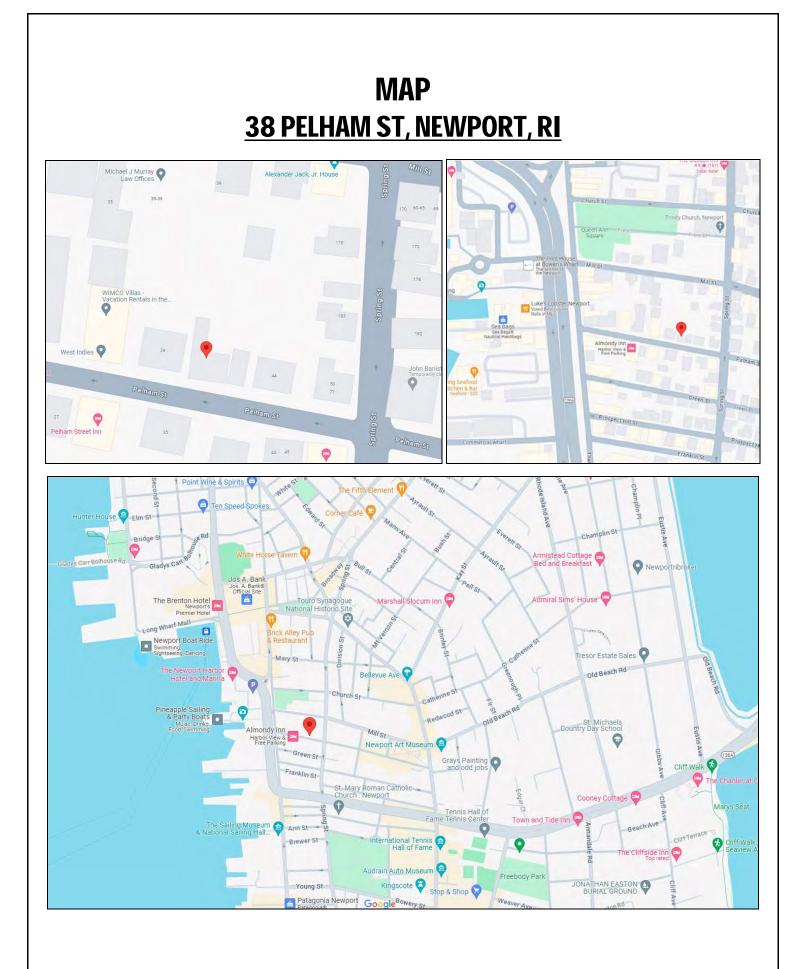




Images that follow from 3/9/24 may not reflect current state of interior









THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE President Phone: 800-521-0111 Fax: 508-362-1073 JJManning.com auctions@JJManning.com

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JJManning Auctioneers specializes in the accelerated marketing of residential and commercial real estate. We work with progressive sellers and real estate brokers to offer dynamic and award-winning marketing solutions.

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