

LEASE WITH EXCLUSIVE OPTION TO PURCHASE REAL ESTATE

By and Between

Albert R. Fess and Anne M. Fess, husband and wife

and

RSN Properties LLC, an Ohio limited liability company

January ____, 2016

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LEASE WITH EXCLUSIVE OPTION TO PURCHASE REAL ESTATE

THIS LEASE WITH EXCLUSIVE OPTION TO PURCHASE REAL ESTATE (the "Agreement"), is made and entered into on the ____ day of January, 2016, by and between **Albert R. Fess and Anne M. Fess, husband and wife** and **Equity Trust Company Custodian Ffbo Anne M. Fess IRA** (collectively, the "Lessor") and **RSN Properties LLC, an Ohio limited liability company** (the "Lessee"), whose mailing address is 6785 Wallings Road, Bldg. C Suite 1H, North Royalton, Ohio 44133.

RECITALS:

WHEREAS, Lessor is the owner of certain real property described more fully in **Exhibit "A"** which is attached hereto and hereby incorporated by reference (collectively, the "Premises"); and

WHEREAS, Lessor desires to rent, lease, and let and Lessee desires to rent, lease, and let the Premises together with (a) all buildings, fixtures, and improvements located on, in, and under the Premises; and (b) all appurtenant rights, privileges, and easements which benefit the Premises, all of which shall be collectively referred to as the "Property"; and

WHEREAS, Lessor and Lessee mutually acknowledge that Lessee, its employees, contractors, and agents, will not be inhabiting or residing on the Property but, rather, will be subleasing the Property to third parties for use as residential rental units; and

WHEREAS, Lessor desires to grant and Lessee desire to acquire the exclusive Option (defined below) to purchase the Property pursuant to the terms and conditions contained in the Real Estate Purchase and Sale Agreement (the "PSA") attached hereto as **Exhibit "B"** and hereby incorporated by reference;

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and premises contained herein, Lessor and Lessee hereby agree as follows:

1. **Lease.** Lessor, for good and valuable consideration, hereby rents, leases, and lets the Premises to Lessee subject to the terms and conditions contained herein.

2. **Term.**

2.1 **Lease Term.** The Lease Term (as defined hereinbelow) shall commence on February 1, 2016 at 12:00 a.m. Eastern Standard Time (the "Commencement Date") and shall terminate on January 31, 2021 at 11:59 p.m. Eastern Standard Time (the "Termination Date") (the period of time between the Commencement Date and Termination Date shall be collectively referred to as the "Lease Term").

2.2 **No Holdover Tenancy.** Lessor and Lessee mutually agree that the Lease Term may only be extended upon a separate written Agreement and that neither Lessor nor Lessee shall be permitted to create a holdover tenancy.

3. **Rent Payment(s)/Option Payments.**

3.1 **Rent Payment(s).** Lessee shall pay Lessor monthly rent payments in the amounts listed below (individually, a "Rent Payment" and collectively, the "Rent Payments"). Rent Payments will not be prorated for any partial months.

- (a) The sum of **Three Thousand Five Hundred Dollars (\$3,500.00)** per month with the initial payment becoming due on March 1, 2016. This amount shall be paid monthly through January 1, 2019, inclusive of the January 1, 2019 Rent Payment. Rent

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Payments which are due during this three (3) year period shall be subject to a six percent (6%) interest rate.

- (b) The sum of **Four Thousand Dollars (\$4,000.00)** per month beginning with the Rent Payment due on February 1, 2019 and running through the Termination Date or Lessee's exercise of its Option to purchase the Property pursuant to Section 17, whichever occurs first. Rent Payments which are due during this two (2) year period shall be subject to an eight percent (8%) interest rate.
- (c) The interest rates referenced above shall be assessed on the Purchase Price (as defined in the PSA) in accordance with the amortization schedule attached hereto as **Exhibit "C"** and hereby incorporated by reference (the "Amortization Schedule").

3.2 Rent Payment(s) Due Date. The initial Rent Payment shall be due on March 1, 2016. All subsequent Rent Payments shall be paid on or before the first day of each calendar month. In the event the first day of a particular calendar month falls on a holiday, Saturday, or Sunday, Lessee may make the Rent Payment on the next business day.

3.3 Late Fee/Insufficient Funds. Lessor and Lessee mutually agree that time is of the essence regarding the Rent Payment due dates and that no grace period shall apply. In the event of a late Rent Payment, Lessee shall be assessed a Five Hundred Dollars (\$500.00) late fee (the "Late Fee"). In the event that a Rent Payment is returned for insufficient funds, Lessee shall be charged the maximum amount allowance under applicable law for each Rent Payment that is returned.

3.4 Application of Rent Payment(s) To Purchase Price. In the event Lessee exercises its option to purchase the Property pursuant to Section 17, all Rent Payments (less interest) which have been paid by Lessee shall be credited towards the Purchase Price (as defined in the PSA) in accordance with the Amortization Schedule. In the event Lessee does not exercise its Option to purchase the Property pursuant to Section 17, Lessee shall not be entitled to a refund for any portion of the Rent Payments. Lessor and Lessee mutually agree that Late Fees, if any, shall not be credited towards the Purchase Price.

3.5 Additional Consideration for Option. In consideration of Lessor's grant to Lessee of the exclusive option to purchase the Property pursuant to Section 17, Lessee shall pay Lessor additional consideration as follows (individually, an "Option Payment" and collectively, the "Option Payments"):

- (a) The sum of **Fifteen Thousand Dollars (\$15,000.00)**, payment of which is due upon execution of this Agreement. This payment shall not be subject to interest rate.
- (b) The sum of **Fifteen Thousand Dollars (\$15,000.00)**, payment of which is due on or before December 1, 2016. This payment shall be subject to six percent (6%) interest rate.
- (c) The sum of **Fifteen Thousand Dollars (\$15,000.00)**, payment of which is due on or before June 1, 2017. This payment shall be subject to six percent (6%) interest rate.

3.6 Application of Option Payments To Purchase Price. In the event Lessee exercises its option to purchase the Property pursuant to Section 17, all Option Payments which have been paid by Lessee shall be credited towards the Purchase Price. In the event Lessee does not exercise its Option to purchase the Property pursuant to Section 17, Lessee shall not be entitled to a refund for any portion of the Option Payments.

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4. Lessee's Possession Subject to Existing Leases/Assignment of Rent/Lessee's Ability to Sublet/Return of Property to Lessor.

4.1 Existing Leases. Lessor and Lessee mutually acknowledge that a portion of the Property is subject to existing residential leases with third parties (the "Existing Leases"). The Existing Leases and respective portions of the Property subject to the Existing Leases is more fully described on **Exhibit "D"** which is attached hereto and hereby incorporated by reference (the "Leased Property").

4.2 Lessee's Possession Subject to Existing Leases. Lessor shall deliver possession of the Property on the Commencement Date, except and excluding the Leased Property. Lessee shall take subject to rights granted within the Existing Leases and shall only be entitled to possession of the Leased Property upon expiration of the Existing Leases.

4.3 Assignment of Rent Derived From Existing Leases. Lessor hereby assigns the right to collect all rental payments derived from the Existing Leases which become payable and due during the Lease Term. Lessor, within thirty (30) days of execution of this Agreement, shall provide written notice to the existing lessee's under the Existing Leases of the assignment of rent pursuant to this Section 4.3. On the Termination Date, the right to collect rent from the Existing Leases shall automatically revert back to Lessor unless Lessee exercises its option to purchase the Property pursuant to Section 17.

4.4 Subleasing. Lessee shall have the right to sublease the Property to third parties (any such agreements shall be defined as "Subleases"). Lessee's right to sublease the Leased Property is subject to and subordinate to the Existing Leases. If Lessee elects to enter into Subleases, Lessee agrees to be solely responsible and liable for complying with: (a) all terms of the Subleases; (b) all applicable local, state, and federal ordinances, regulations, and statutes regarding residential leases and require disclosures; and (c) the implied warranty of habitability pursuant to Ohio Revised Code §5321.04.

4.5 Assignment of Subleases. On the Termination Date, Lessee agrees to fully assign any and all Subleases to Lessor through an assignment unless Lessee exercises its Option to purchase the Property pursuant to Section 17.

4.6 Return of Vacant Property to Lessor. Lessee shall yield possession of all Vacant Property to Lessor on the Termination Date. For purpose of this Section 4.6, Vacant Property shall be defined as those portions of the Property which are not encumbered by an Existing Lease or Sublease. Prior to the Termination Date, Lessee shall remove all of its and third parties personal property and effects from the Vacant Property and return the Vacant Property to Lessor in a condition as good as or better than the condition which existed immediately prior to the Commencement Date, ordinary wear and tear excepted. The provisions of this Section 4.6 shall not apply if Lessor exercises its Option to purchase the Property pursuant to Section 17.

5. Maintenance/Repair Obligations.

5.1 Lessor's Maintenance/Repair Obligations. Lessor shall have no obligation to maintain the Property, including, but not limited to, the implied warranty of habitability.

5.2 Lessee's Maintenance/Repair Obligations. Lessee shall maintain the Property in good condition and repair all damage in a reasonable period of time and at its sole cost and expense. Lessee shall not commit, or allow third parties to commit, any waste on the Property and agrees to comply with all statutes, ordinances, regulations, and requirements of applicable local, state, and federal governmental authorities having jurisdiction over the Property.

5.3 Lessor May Repair. In the event Lessee fails to properly maintain the Property in good condition, Lessor may, in its sole discretion, make any necessary repairs at the sole cost of Lessee. In the event Lessor elects to repair the damage caused to the Property, Lessor shall send Lessee written notice reflecting the associated costs and expenses (including legal fees, if applicable)

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associated with the repair. Lessee shall reimburse Lessor within thirty (30) days of receiving Lessor's written notice.

6. Utilities and Services. Lessee shall be responsible for providing and paying for any and all utilities and services serving the Property. Utilities and services which are currently in Lessor's name shall be transferred into Lessee's name (including Water/Sewer if possible) on or before February 1, 2016. Regardless of who is named on the bill, Lessee agrees to pay water/sewer bill within five (5) days of when the bill is presented through Avalon Bookkeeping LLC ("Avalon").

7. Taxes. Lessee shall deposit the sum of 1/10th of the current tax duplicate, monthly, in escrow with Avalon to be drawn upon for real estate taxes and assessments. Lessee agrees to remit additional Tax Deposits on January 5 of each year during the Lease Term should additional deposit be needed. The Tax Deposit shall be subject to reasonable increases as needed so that the minimum amount in escrow is 1/10th of the tax bill. Lessor shall pay the tax bill in July 2016 for the second half of 2015. This amount can be withheld by Avalon from Lessor's Proceeds. Lessor is also responsible for 1/12th of the Tax bill on January of 2017 for the 1st half of 2016 which shall be withheld from Lessor's payment by Avalon.

8. Insurance. Lessee agrees to maintain, at its sole cost and expense, reasonable insurance coverage during the term of this Agreement covering premise liability, hazard, and structural damage to the Property and agrees to add Lessor as an additional insured. Lessee shall also maintain reasonable insurance to cover its personal property located on the Property.

9. Payments/Reimbursements. Lessee shall make all payments and/or reimbursements required under this Agreement directly to Avalon Bookkeeping LLC., 21380 Lorain Road, Fairview Park, OH 44126. These payments and/or reimbursements include, but are not limited to, the Rent Payment(s), Option Payments, late fees and insufficient funds fees pursuant to Section 3.3, maintenance reimbursements pursuant to Section 5.3, and tax reimbursements pursuant to Section 7. Lessee shall also be responsible for a service fee of Fifty Dollars (\$50.00) per month which shall be payable directly to Avalon Bookkeeping LLC.

10. Default.

10.1 Lessor's Default. Lessor shall be in default if any of the following events occur: (a) Lessor fails to comply with or perform any term, obligation, covenant, or condition contained in this Agreement; (b) there is a material representation, warranty, or statement made or furnished to Lessee herein, or in connection with any of the foregoing is false or misleading in any material respect; (c) a receiver is appointed for Lessor; (d) Lessor becomes bankrupt; (e) Lessor makes an assignment for the benefit of creditors without Lessee's written consent; or (f) Lessor causes a judgment lien, mechanics lien, or any other type of lien to be placed on the Property without Lessee's written consent. Notwithstanding the foregoing, Lessor shall be provided an opportunity to cure an alleged default or breach of this Agreement in accordance with the remainder of this Section 10.1. In the event of an alleged default or breach by Lessor, Lessee shall provide Lessor with written notice of the alleged default or breach. Lessor, within thirty (30) days of receipt of Lessee's written notice, shall cure the alleged default or breach. In the event Lessor fails to cure during this thirty (30) day curing period, Lessee may exercise rights under Section 10.2.

10.2 Lessee's Remedies for Lessor's Default. In the event of Lessor's default under Section 10.1, Lessee may exercise any and all legal and equitable remedies. Lessee shall not be entitled to incidental damages.

10.3 Lessee's Default. Lessee shall be in default if any of the following events occur: (a) Lessee fails to timely make any payment or reimbursement required under this Agreement; (b) there is a material representation, warranty, or statement made or furnished to Lessor herein, or in connection with any of the foregoing is false or misleading in any material respect; (c) a receiver is appointed on behalf of Lessee; (d) Lessee becomes bankrupt; (e) Lessee makes an assignment of this Agreement for

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the benefit of creditors without Lessor's consent; or (f) Lessee causes a judgment lien, mechanics lien, or any other type of lien to be placed on the Property without Lessor's written consent. Notwithstanding the foregoing, Lessee shall be provided an opportunity to cure an alleged default or breach of this Agreement in accordance with the remainder of this Section 10.2. In the event of an alleged default or breach by Lessee, Lessor shall provide Lessee with written notice of the alleged default or breach. Lessee, within thirty (30) days of receipt of Lessor's written notice, shall cure the alleged default or breach. In the event Lessee fails to cure during this thirty (30) day curing period, Lessor may exercise rights under Section 10.4.

10.4 Lessor's Remedies for Lessee's Default. In the event of Lessee's default under Section 10.3, Lessee may exercise any and all legal and equitable remedies. Lessor may request and Lessee will not object to an appointment of a receiver should Lessee violate Section 10.3(a). Lessor shall not be entitled to incidental damages.

10.5 Prevailing Party. In the event of litigation or other proceedings for breach of this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party any and all expenses that it incurred in connection with such litigation or other proceedings, including, but not limited to, court costs, expenses, and reasonable attorneys' fees.

11. Right to Inspect. Lessor shall have the right, but not the obligation, to enter upon the Property to conduct reasonable inspections as to maintenance and upkeep. Lessor shall provide Lessee written notice at least forty-eight (48) hours prior to the proposed inspection date. Lessee, upon Lessor's written notice, shall promptly notify any affected third party tenants under the Existing Leases and Subleases of Lessor's proposed entry. Lessee's notice to the respective third party tenants must be a minimum of twenty-four (24) hours prior to Lessor's proposed entry onto the Property.

12. No Warranties. Lessor and Lessee acknowledge that Lessee has had an opportunity to inspect the Property for defects and that Lessor has informed Lessee of all known latent defects. Lessee accepts the Property "as-is" and "where-is", without any implied or expressed warranties of any kind.

13. Limited Warranty for Existing Third Party Rights. This Agreement is made subject to all third party rights which were created prior to the date of this Agreement; provided, however that any unrecorded agreements creating such rights must be provided in writing to Lessee to be effective against Lessee. This Agreement is also made subject to all third party rights created by agreements which are recorded in the Cuyahoga County Recorder's Office prior to the date of execution of this Agreement.

14. Notice. All notices or communications shall be given or made in writing and shall be deemed to be served when delivered personally or when deposited in the U.S. mail, registered or certified, return receipt requested with postage prepaid, addressed to the appropriate party at their address as follows:

Lessor:	Albert Fess 617 Grayton Road Berea, OH 44017
With a copy to:	Amy E. Goodson, Esq. 288 S. Munroe Road Tallmadge, OH 44278
Lessee:	RSN Properties LLC Attn: George Nakhle 9762 Forge Drive Brecksville, OH 44141

With a copy to:

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15. **Assignment.** Lessor and Lessee shall not assign this Agreement, in whole or in part, without the non-assigning party's consent.

16. **Indemnification.** Lessee shall indemnify, defend, and hold Lessor harmless for any and all expenses, debts, liabilities, claims, and other obligations of Lessor (including, but not limited to, reasonable attorneys' fees and expenses in defending same) that relates in any way to Lessee's default under this Agreement, the Property, the Subleases, or the Existing Leases. The provisions of this Section 14 shall also apply to all other claims made by any third party for damage or personal injury (including death) caused by or arising from the Property or Lessee's use thereof.

Lessee shall provide Lessor written notice, as soon as practicable, of the commencement or threatened commencement of any proceeding which may give rise to the indemnification clause of this Agreement. Additionally, Lessee shall provide Lessor with any and all information regarding the proceeding or proposed proceeding and agrees to fully cooperate with Lessor's defense. Lessor reserves the right to select counsel whose fee and expenses shall be borne by Lessee.

17. **Exclusive Option to Purchase.** Lessor hereby grants Lessee the exclusive option to purchase the Property (the "Option") pursuant to the terms and conditions set forth in the attached PSA. Lessee may exercise the Option at any time prior to ninety (90) days before the Termination Date.

18. **Remodeling/Structural Improvements.** Lessee shall be allowed to conduct construction or remodeling at Lessee's sole cost and expense. Lessee shall not permit or cause any mechanics liens to be filed against the Property.

19. **Broker's Fee.** Lessor agrees to pay a total of Twenty Three Thousand Five Hundred Dollars (\$23,500.00) in broker's fees (the "Broker's Fee") to Realty Trust Services LLC. The Broker's Fee shall be payable and due as follows:

- (a) The sum of **Three Thousand Dollars (\$3,000.00)** on February 1, 2016; provided, however, that this payment shall not become due until the February 1, 2016 Option Payment is received by Lessor.
- (b) The sum of **Two Thousand Dollars (\$2,000.00)** on December 1, 2016
- (c) The sum of **Nine Hundred Forty Dollars (\$940.00)** on March 1, 2017
- (d) The sum of **Nine Hundred Forty Dollars (\$940.00)** on June 1, 2017
- (e) The sum of **Nine Hundred Forty Dollars (\$940.00)** on September 1, 2017
- (f) The sum of **Nine Hundred Forty Dollars (\$940.00)** on December, 2017
- (g) The sum of **Nine Hundred Forty Dollars (\$940.00)** on March 1, 2018
- (h) The sum of **Nine Hundred Forty Dollars (\$940.00)** on June 1, 2018
- (i) The sum of **Nine Hundred Forty Dollars (\$940.00)** on September 1, 2018
- (j) The sum of **Nine Hundred Forty Dollars (\$940.00)** on December, 2018
- (k) The sum of **Nine Hundred Forty Dollars (\$940.00)** on March 1, 2019
- (l) The sum of **Nine Hundred Forty Dollars (\$940.00)** on June 1, 2019
- (m) The sum of **Nine Hundred Forty Dollars (\$940.00)** on September 1, 2019
- (n) The sum of **Nine Hundred Forty Dollars (\$940.00)** on December, 2019
- (o) The sum of **Nine Hundred Forty Dollars (\$940.00)** on March 1, 2020
- (p) The sum of **Nine Hundred Forty Dollars (\$940.00)** on June 1, 2020
- (q) The sum of **Nine Hundred Forty Dollars (\$940.00)** on September 1, 2020
- (r) The sum of **Nine Hundred Forty Dollars (\$940.00)** on December 1, 2020
- (s) The sum of **Three Thousand Five Hundred Dollars (\$3,500.00)** (the "Sale Commission"), payment of which only becomes payable and due if both of the following conditions are met: a) Lessee exercises its Option to purchase the Property pursuant to Section 17; and b) the sale of the Property is consummated in accordance with the PSA. If both of the

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aforementioned conditions have been satisfied, the Sale Commission shall be payable and due on the Closing Date (as defined in the PSA).

20. Miscellaneous

20.1 Governing Law. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Ohio without regard to conflict of law principles.

20.2 Headings. The section headings and subheadings contained in this Agreement are for convenience only and shall not affect the meaning or construction of the text contained in this Agreement.

20.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, administrators, executors, successors, and assigns.

20.4 Recording. All Real Estate Services LLC will be responsible for recording a Memorandum of Lease with Option to Purchase in the Cuyahoga County Recorder's Office to place third parties on notice of the existence of this Agreement.

20.5 Severability. In the event any portion of this Agreement is found to be void, unenforceable, or against public policy by a court or administrative tribunal with competent jurisdiction, the remaining portions of this Agreement shall be valid and remain in full force and effect.

20.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.

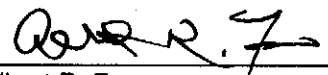
20.7 Rule of Construction. Lessor and Lessee have had input into the negotiation and drafting of this Agreement and each have been represented by counsel. Any interpretation of any provision herein shall not be impacted by Lessor or Lessee being considered as the drafting party.

20.8 Entire Agreement. This Agreement contains all of the terms and conditions agreed upon between Lessor and Lessee and there are no other verbal or written conditions, representations, or warranties affecting this Agreement. Any subsequent modifications or amendments to this Agreement shall not be valid and binding unless agreed upon by Lessor and Lessee in writing.

20.9 Waiver. The waiver by Lessor or Lessee of any breach or default by Lessor or Lessee of any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default on the part of Lessor or Lessee.

IN WITNESS WHEREOF, this Lease with Exclusive Option to Purchase Real Estate is executed this ____ day of January, 2016.

Lessor: Albert R. Fess and Anne M. Fess, husband and wife

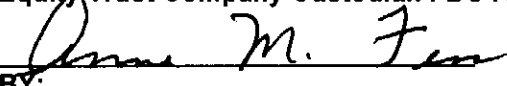


Albert R. Fess



Anne M. Fess

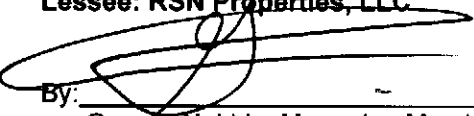
Equity Trust Company Custodian FBO Anne M. Fess IRA



BY:

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Lessee: RSN Properties, LLC

By: 
George Nakhle, Managing Member

By: _____
Richard R. Gutzky, Member

By: _____
Stephanie A. Gutzky, Member

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

Before me on the _____ day of _____, 2016, **George Nakhle, Richard R. Gutzky, and Stephanie A. Gutzky** personally appeared in their respective capacity as Managing Member, Member, and Member of **RSN Properties LLC, an Ohio limited liability company**, known to me to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as a free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Notary Public
Printed Name: _____

My Commission Expires:

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EXHIBIT "A"

Attached to and made a part of that certain Lease with Exclusive Option to Purchase Real Estate, dated the ____ day of January, 2016, by and between Albert R. Fess and Anne M. Fess, husband and wife, and RSN Properties LLC, an Ohio limited liability company.

INSERT LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

Attached to and made a part of that certain Lease with Exclusive Option to Purchase Real Estate, dated the ____ day of January, 2016, by and between Albert R. Fess and Anne M. Fess, husband and wife, and RSN Properties LLC, an Ohio limited liability company.

INSERT REAL ESTATE PURCHASE AND SALE AGREEMENT

EXHIBIT "C"

Attached to and made a part of that certain Lease with Exclusive Option to Purchase Real Estate, dated the ____ day of January, 2016, by and between Albert R. Fess and Anne M. Fess, husband and wife, and RSN Properties LLC, an Ohio limited liability company.

ATTACH AMORTIZATION SPREADSHEET

EXHIBIT "D"

Attached to and made a part of that certain Lease with Exclusive Option to Purchase Real Estate, dated the ____ day of January, 2016, by and between Albert R. Fess and Anne M. Fess, husband and wife, and RSN Properties LLC, an Ohio limited liability company.

ATTACH EXISTING LEASES

ACKNOWLEDGMENT

STATE OF _____)

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COUNTY OF _____)

Before me on the _____ day of _____, 2016, **Albert R. Fess and Anne M. Fess, husband and wife**, personally appeared, known to me to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Notary Public
Printed Name: _____

My Commission Expires:

(S E A L)

ACKNOWLEDGMENT

STATE OF _____)

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COUNTY OF _____)

Before me on the _____ day of _____, 2016, _____, personally appeared, known to me to be the identical persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses, purposes and consideration set forth.

Witness my hand and official seal:

Notary Public
Printed Name: _____

My Commission Expires:

(S E A L)

In	Out	Balance	Who	Notes	1 year taxes	monthly
2/1/16	\$ 16,000.00		Buyer	Down Payment	1 2093 W 93	\$ 541.03 \$ 45.09
2/1/16	\$ 3,000.00		Chris Kaylor	Commission	2 3151 W92	\$ 1,286.88 \$ 107.24
2/1/16	\$ 2,000.00		Avalon	Closing Costs	3 2101 W93	\$ 738.15 \$ 61.51
2/1/16	\$ 11,000.00		SELLER	Down Payment	4 4214 Cloud	\$ 436.78 \$ 36.40
3/1/16	\$ 3,500.00		Buyer	Monthly Payment	5 2178 W 80	\$ 1,058.32 \$ 88.19
3/1/16	\$ 619.22		Buyer	Tax Escrow	6 3516 Store	\$ 654.27 \$ 54.52
3/1/16	\$ 50.00	\$ 4,169.22	Buyer	Escrow	7 2097 W93	\$ 698.91 \$ 58.24
					8 3205 W52	\$ 868.77 \$ 72.40
					9 7808 Colgate	\$ 1,147.57 \$ 95.63
						\$ 619.22

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Loan Amortization Schedule

Enter values	
Loan amount	\$ 425,000.00
Annual interest rate	6.00 %
Loan period in years	30
Number of payments per year	12
Start date of loan	2/1/16
Optional extra payments	

Loan summary	
Scheduled payment	\$ 3,500.00
Scheduled number of payments	360
Actual number of payments	60
Total early payments	\$ 42,000.00
Total interest	\$ 119,414.76

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	3/1/16	\$ 425,000.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,375.00	\$ 2,125.00	\$ 423,625.00	\$ 2,125.00
2	4/1/16	\$ 422,243.13	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,381.88	\$ 2,118.12	\$ 422,243.13	\$ 4,243.13
3	5/1/16	\$ 420,854.34	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,388.78	\$ 2,111.22	\$ 420,854.34	\$ 6,354.34
4	6/1/16	\$ 419,458.61	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,395.73	\$ 2,104.27	\$ 419,458.61	\$ 8,458.61
5	7/1/16	\$ 418,055.91	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,402.71	\$ 2,097.29	\$ 418,055.91	\$ 10,555.91
6	8/1/16	\$ 416,646.18	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,409.72	\$ 2,090.28	\$ 416,646.18	\$ 12,646.18
7	9/1/16	\$ 415,229.42	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,416.77	\$ 2,083.23	\$ 415,229.42	\$ 14,729.42
8	10/1/16	\$ 413,805.56	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,423.85	\$ 2,076.15	\$ 413,805.56	\$ 16,805.56
9	11/1/16	\$ 412,374.59	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,430.97	\$ 2,069.03	\$ 412,374.59	\$ 18,874.59
10	12/1/16	\$ 410,936.46	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,438.13	\$ 2,061.87	\$ 410,936.46	\$ 20,936.46
11	1/1/17	\$ 409,491.15	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,445.32	\$ 2,054.68	\$ 409,491.15	\$ 22,991.15
12	2/1/17	\$ 408,038.23	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,452.52	\$ 2,047.48	\$ 408,038.23	\$ 25,038.23
13	3/1/17	\$ 406,578.67	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,459.76	\$ 2,040.24	\$ 406,578.67	\$ 27,078.67
14	4/1/17	\$ 405,112.43	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,467.05	\$ 2,032.95	\$ 405,112.43	\$ 29,112.43
15	5/1/17	\$ 403,639.43	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,474.38	\$ 2,025.62	\$ 403,639.43	\$ 31,139.43
16	6/1/17	\$ 402,159.77	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,481.73	\$ 2,018.27	\$ 402,159.77	\$ 33,159.77
17	7/1/17	\$ 400,673.46	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,489.10	\$ 2,010.90	\$ 400,673.46	\$ 35,173.46
18	8/1/17	\$ 399,180.56	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,496.50	\$ 2,003.50	\$ 399,180.56	\$ 37,180.56
19	9/1/17	\$ 397,681.05	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,503.93	\$ 1,996.07	\$ 397,681.05	\$ 39,181.05
20	10/1/17	\$ 396,175.94	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,511.38	\$ 1,988.62	\$ 396,175.94	\$ 41,175.94
21	11/1/17	\$ 394,664.35	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,518.85	\$ 1,981.15	\$ 394,664.35	\$ 43,164.35
22	12/1/17	\$ 393,146.28	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,526.34	\$ 1,973.66	\$ 393,146.28	\$ 45,146.28
23	1/1/18	\$ 391,621.83	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,533.85	\$ 1,966.15	\$ 391,621.83	\$ 47,121.83
24	2/1/18	\$ 390,090.94	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,541.38	\$ 1,958.62	\$ 390,090.94	\$ 49,090.94
25	3/1/18	\$ 388,553.64	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,548.93	\$ 1,951.07	\$ 388,553.64	\$ 51,053.64
26	4/1/18	\$ 387,010.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,556.50	\$ 1,943.50	\$ 387,010.00	\$ 53,010.00
27	5/1/18	\$ 385,460.05	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,564.08	\$ 1,935.92	\$ 385,460.05	\$ 54,960.05
28	6/1/18	\$ 383,903.81	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,571.68	\$ 1,928.32	\$ 383,903.81	\$ 56,903.81
29	7/1/18	\$ 382,340.93	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,579.30	\$ 1,920.70	\$ 382,340.93	\$ 58,840.93
30	8/1/18	\$ 380,771.49	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,586.93	\$ 1,913.07	\$ 380,771.49	\$ 60,771.49
31	9/1/18	\$ 379,195.73	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,594.58	\$ 1,905.42	\$ 379,195.73	\$ 62,695.73
32	10/1/18	\$ 377,613.81	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,602.25	\$ 1,897.75	\$ 377,613.81	\$ 64,613.81
33	11/1/18	\$ 376,025.81	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,609.93	\$ 1,890.07	\$ 376,025.81	\$ 66,525.81
34	12/1/18	\$ 374,431.86	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,617.63	\$ 1,882.37	\$ 374,431.86	\$ 68,431.86
35	1/1/19	\$ 372,831.99	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,625.34	\$ 1,874.66	\$ 372,831.99	\$ 70,331.99
36	2/1/19	\$ 371,226.25	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,633.07	\$ 1,866.93	\$ 371,226.25	\$ 72,226.25
37	3/1/19	\$ 369,614.68	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,640.81	\$ 1,859.19	\$ 369,614.68	\$ 74,114.68
38	4/1/19	\$ 367,997.34	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,648.57	\$ 1,851.43	\$ 367,997.34	\$ 76,007.34
39	5/1/19	\$ 366,374.27	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,656.34	\$ 1,843.66	\$ 366,374.27	\$ 77,894.27
40	6/1/19	\$ 364,745.56	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,664.13	\$ 1,835.87	\$ 364,745.56	\$ 79,775.56
41	7/1/19	\$ 363,111.25	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,671.93	\$ 1,828.07	\$ 363,111.25	\$ 81,651.25
42	8/1/19	\$ 361,471.40	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,679.75	\$ 1,820.25	\$ 361,471.40	\$ 83,521.40
43	9/1/19	\$ 359,826.08	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,687.58	\$ 1,812.42	\$ 359,826.08	\$ 85,393.92
44	10/1/19	\$ 358,175.35	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,695.43	\$ 1,804.57	\$ 358,175.35	\$ 87,259.35
45	11/1/19	\$ 356,519.18	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,703.29	\$ 1,796.71	\$ 356,519.18	\$ 89,119.18
46	12/1/19	\$ 354,857.54	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,711.16	\$ 1,788.84	\$ 354,857.54	\$ 90,973.54
47	1/1/20	\$ 353,190.45	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,719.05	\$ 1,780.95	\$ 353,190.45	\$ 92,822.45
48	2/1/20	\$ 351,517.91	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,726.95	\$ 1,773.05	\$ 351,517.91	\$ 94,665.91
49	3/1/20	\$ 349,839.93	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,734.86	\$ 1,765.14	\$ 349,839.93	\$ 96,503.93
50	4/1/20	\$ 348,156.59	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,742.78	\$ 1,757.22	\$ 348,156.59	\$ 98,336.59
51	5/1/20	\$ 346,467.88	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,750.71	\$ 1,749.29	\$ 346,467.88	\$ 100,163.88
52	6/1/20	\$ 344,773.81	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,758.65	\$ 1,741.35	\$ 344,773.81	\$ 101,985.81
53	7/1/20	\$ 343,074.36	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,766.60	\$ 1,733.40	\$ 343,074.36	\$ 103,801.36
54	8/1/20	\$ 341,369.55	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,774.56	\$ 1,725.44	\$ 341,369.55	\$ 105,611.55
55	9/1/20	\$ 339,659.38	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,782.53	\$ 1,717.47	\$ 339,659.38	\$ 107,416.38
56	10/1/20	\$ 337,943.81	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,790.51	\$ 1,709.49	\$ 337,943.81	\$ 109,215.81
57	11/1/20	\$ 336,222.88	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,798.50	\$ 1,701.50	\$ 336,222.88	\$ 111,009.88
58	12/1/20	\$ 334,496.59	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,806.50	\$ 1,693.50	\$ 334,496.59	\$ 112,798.59
59	1/1/21	\$ 332,764.99	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,814.51	\$ 1,685.49	\$ 332,764.99	\$ 114,582.99
60	2/1/21	\$ 331,028.18	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,822.53	\$ 1,677.47	\$ 331,028.18	\$ 116,362.18

AMP ASE CN

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
40	6/1/19	\$32,333.09	\$3,500.00	\$	\$3,500.00	\$1,786.41	\$2,213.59	\$30,252.89	\$7,732.69
41	7/1/19	\$29,252.69	\$3,500.00	\$	\$3,500.00	\$1,798.32	\$2,201.68	\$28,454.37	\$9,934.37
42	8/1/19	\$26,454.37	\$3,500.00	\$	\$3,500.00	\$1,810.30	\$2,189.70	\$26,644.07	\$12,144.07
43	9/1/19	\$23,644.07	\$3,500.00	\$	\$3,500.00	\$1,822.37	\$2,177.63	\$24,821.69	\$14,321.69
44	10/1/19	\$20,821.69	\$3,500.00	\$	\$3,500.00	\$1,834.52	\$2,165.48	\$22,987.17	\$16,487.17
45	11/1/19	\$17,987.17	\$3,500.00	\$	\$3,500.00	\$1,846.75	\$2,153.25	\$21,140.42	\$18,640.42
46	12/1/19	\$15,140.42	\$3,500.00	\$	\$3,500.00	\$1,859.06	\$2,140.94	\$19,281.36	\$20,781.36
47	1/1/20	\$12,281.36	\$3,500.00	\$	\$3,500.00	\$1,871.46	\$2,128.54	\$17,409.90	\$22,909.90
48	2/1/20	\$9,409.90	\$3,500.00	\$	\$3,500.00	\$1,883.93	\$2,116.07	\$15,535.96	\$25,025.96
49	3/1/20	\$6,525.96	\$3,500.00	\$	\$3,500.00	\$1,896.49	\$2,103.51	\$13,629.47	\$27,129.47
50	4/1/20	\$3,629.47	\$3,500.00	\$	\$3,500.00	\$1,909.14	\$2,090.86	\$11,720.33	\$29,220.33
51	5/1/20	\$720.33	\$3,500.00	\$	\$3,500.00	\$1,921.86	\$2,078.14	\$9,798.47	\$31,298.47
52	6/1/20	\$	\$3,500.00	\$	\$3,500.00	\$1,934.68	\$2,065.32	\$7,863.79	\$33,363.79
53	7/1/20	\$	\$3,500.00	\$	\$3,500.00	\$1,947.57	\$2,052.43	\$5,916.22	\$35,416.22
54	8/1/20	\$	\$3,500.00	\$	\$3,500.00	\$1,960.56	\$2,039.44	\$3,955.66	\$37,455.66
55	9/1/20	\$	\$3,500.00	\$	\$3,500.00	\$1,973.63	\$2,026.37	\$2,002.03	\$39,482.03
56	10/1/20	\$	\$3,500.00	\$	\$3,500.00	\$1,986.79	\$2,013.21	\$29,995.24	\$41,495.24
57	11/1/20	\$	\$3,500.00	\$	\$3,500.00	\$2,000.03	\$1,999.97	\$29,995.21	\$43,495.21
58	12/1/20	\$	\$3,500.00	\$	\$3,500.00	\$2,013.37	\$1,986.63	\$29,981.83	\$45,481.83
59	1/1/21	\$	\$3,500.00	\$	\$3,500.00	\$2,026.76	\$1,973.24	\$29,955.06	\$47,455.06
60	2/1/21	\$	\$3,500.00	\$	\$3,500.00	\$2,040.26	\$1,959.74	\$	\$49,414.76

AMF
 #25
 GN.

PURCHASE AGREEMENT A.
OFFER, RECEIPT AND ACCEPTANCE



BUYER The undersigned RSN Properties LLC offers to buy the

PROPERTY located at All 8 Properties Listed on Addendum A

City Cleveland, Ohio, Zip _____

Permanent Parcel No. _____, and further described as being: _____

The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting. The following items shall also remain: ☐ satellite dish; ☐ range and oven; ☐ microwave; ☐ kitchen refrigerator; ☐ dishwasher; ☐ washer; ☐ dryer; ☐ radiator covers; ☐ window air conditioner; ☐ central air conditioning; ☐ gas grill; ☐ fireplace tools; ☐ screen; ☐ glass doors and ☐ grate; ☐ all existing window treatments; ☐ ceiling fan(s); ☐ wood burner stove inserts; ☐ gas logs; and ☐ water softener. Also included: _____

NOT included: _____

SECONDARY OFFER This ☐ is ☒ is not a secondary offer. This secondary offer, if applicable, will become a primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before _____ (date). BUYER shall have the right to terminate this secondary offer at any time prior to BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

PRICE BUYER shall pay the sum of \$ 393,000.

Payable as follows:

Earnest money paid to Broker will be deposited in a non-interest bearing trust account and credited against purchase price. \$ 0

☒ Check to be deposited immediately upon the formation of a binding AGREEMENT, as defined below on lines 231-238.

☐ Note to be redeemed within four (4) days after formation of a binding AGREEMENT, as defined below on lines 231-238.

Cash to be deposited in escrow \$ \$15,000

Mortgage loan to be obtained by BUYER \$ _____

☐ CONVENTIONAL, ☐ FHA, ☐ VA, ☒ OTHER CASH part of owner

FINANCING BUYER shall make a written application for the above mortgage loan within N/A days after acceptance and shall obtain a commitment for that loan on or about _____. If, despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other or to Broker and their agents.

NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before 12/31/2015 and title shall be transferred on or about 12/31/2015.

POSSESSION SELLER shall deliver possession to BUYER on 12/31/2015 (date) at NOON (time) ☐ AM ☐ PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied by the SELLER free for NA () days. Additional NA days at a rate of \$ NA per day. Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and BUYER.

TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from All Real Estate Solutions (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S)* shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), ☐ BUYER ☒ SELLER agrees to pay the amount of such recoupment.

CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g) other (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

whichever is later. The escrow agent shall withhold \$ _____ from the proceeds due SELLER for the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage, and d) other _____

_____. BUYER shall secure new insurance on the property.

BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which ☐ will ☒ will not be provided at a cost of \$ ^{NA} charged to ☐ SELLER ☐ BUYER from escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

☒ The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

☒ The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

INSPECTION This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER's inspectors regarding the condition and systems of the property.

INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

WAIVER ☒ (Initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

Choice	Inspection	Expense
Yes No		BUYER's SELLER's
<input checked="" type="checkbox"/> <input type="checkbox"/>	GENERAL HOME _____ days from formation of AGREEMENT	<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/> <input type="checkbox"/>

Final Walk thru prior to closing

After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association

Revised May 1, 2000

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SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

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143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall
144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing
145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have
146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing
147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER
148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to
149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material
150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and
151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,
152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
153 or to Broker(s).

154 The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to
155 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property
156 for BUYER to review and approve any conditions corrected by SELLER.

157 Yes No

158 ☐ ☒ **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159 made by a licensed inspection or exterminating agency of ☐BUYER's or ☐SELLER's choice at ☐BUYER's
160 ☐SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in
164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE ☐ BUYER
165 OR ☐ SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER
166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

167 Yes No

168 ☐ ☒ **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
182 BUYER may remove this right of inspection at any time without SELLER's consent.

183 BUYER ☐ HAS _____ (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
184 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
185 AND/OR LEAD-BASED PAINT HAZARDS."

186 BUYER ☒ HAS NOT _____ (BUYER's initials) received a copy of the EPA pamphlet entitled
187 "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED
188 PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER
189 completing the disclosure form and BUYER's review and approval of the information contained on the disclosure
190 form within _____ days from receipt.

191 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
192 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
193 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
194 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
195 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
196 transaction.

CONDITION OF PROPERTY BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.

BUYER ☐ HAS _____ (BUYER's initials) received a copy of the Residential Property Disclosure Form signed by SELLER on _____ (date) prior to writing this offer.

BUYER ☒ HAS NOT _____ (BUYER's initials) received a copy of the Residential Property Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER's review and approval of the information contained on the disclosure form within 10 days from receipt.

DISCLOSURE NOT REQUIRED

SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT can be declared null and void by either party.

REPRESENTATIONS AND DISCLAIMERS BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none, write "none"). NONE

DAMAGE If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

BINDING AGREEMENT Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days. This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.

ADDENDA The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form ☐ Residential Property Disclosure Form ☐ VA ☐ FHA ☐ FHA Home Inspection Notice ☐ Condo ☐ House Sale Contingency Addendum ☐ House Sale Concurrency Addendum ☐ Lead Based Paint ☐ Other _____ are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting terms in the purchase AGREEMENT.

244 RSN Properties--> 6785 Wallings Rd Build C suite 1H
245 (BUYER) (ADDRESS AND ZIP CODE)

246 [Signature] --> 216-218-0455 -->
247 (BUYER) (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ ☐ check ☒ note, earnest money,
249 subject to terms of the above offer.

250 By: Christopher Kaylor Office: REALTY TRUST SERVICES Phone: 3308401073

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of three percent (3%)
253 of the purchase price to REALTY TRUST SERVICES (Broker)
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)
255 and PER LISTING & see Addendum percent (5%) of the
256 purchase price to PER LISTING (Broker)
257 (Address)

258 as the sole procuring agents in this transaction.

259 [Signature] 612 Grayton Rd Boro OH 44017
260 (SELLER) (ADDRESS AND ZIP CODE)

261 Albert R. Fess 1-21-16
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 [Signature]
264 (SELLER) (ADDRESS AND ZIP CODE)

265 ANNE FESS 1/21/16
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

267 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
268 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

Multiple Listing Information	
270 <u>same</u> (Listing agent name)	271 <u>same</u> (Listing agent license #)
272 <u>same</u> (Listing broker name)	273 (Listing broker office #)
274 <u>Christopher Kaylor</u> (Selling agent name)	275 <u>2011003065</u> (Selling agent license #)
276 <u>Realty Trust Services</u> (Selling broker name)	277 <u>9165</u> (Selling broker office #)



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: All 8 Properties listed on Addendum A.
 Buyer(s): RSN Properties LLC 6785 Wallings Rd Bld C Suite 1 H N. Royalton
 Seller(s): Albert Fess

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) Christopher C. Mager and real estate brokerage Realty Trust Services 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

SELLER/LANDLORD

DATE

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

ADDENDUM

A.

This is an Addendum to the Purchase Agreement dated December 28, 2015,
for the purchase and sale of the Property known as (Street Address) Listed Below
(City) Cleveland, Ohio,
between RSN Properties LLC ("BUYER")
and AlBeat Fess ("SELLER").

The following is hereby mutually agreed upon by said BUYERS and the SELLERS:

- 1.) All properties Listed Below & Addendum (C.)
should close at same time 12/31/2015
for purchase contract A.
 - 2093 W 93rd St. Cleveland, OH 44102
Parcel 005-30-007
 - 4214 Clood Ave Cleveland OH 44113 Parcel 007-16-075
 - 7808 Colgate Ave. Cleveland, OH 44102 Parcel 006-06-022
 - 3202 W 52nd Cleveland, OH 44102 016-10-139
 - 2178 W 80th St. Cleveland, OH 44102-4159 006-02-138
 - 2101 W 93rd St. Cleveland, OH 44102 005-30-005
 - 2097 W 93rd St. Cleveland, OH 44102 005-30-006
 - 3516 Storren Ave Cleveland, OH 44109 015-08-021
- Escrow deposit held by title company
to be used to be paid for title searches if
deal does not close.

BUYER _____ DATE _____
AlBeat Fess 1-21-16
SELLER _____ DATE _____

BUYER _____ DATE _____
[Signature] 12-28-15
SELLER _____ DATE _____

In the event that both the buyer and seller are represented by the same agent, the agent and **Realty Trust Services** 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 **Realty Trust Services** has listed. In that instance, **Realty Trust Services** 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

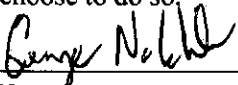
When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** 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 **Realty Trust Services** will be representing your interests. When acting as a buyer's agent, **Realty Trust Services** 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.

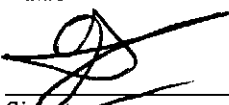
Fair Housing Statement

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. (Effective: 3/25/08)

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 to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.


Name _____ (Please Print)


Signature _____ Date 12-29-15.

Name _____ (Please Print)


Signature _____ Date 1-21-16



**PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER** The undersigned RSN Properties LLC offers to buy the
2 **PROPERTY** located at 3151 W 92nd
3 City Cleveland, Ohio, Zip 44102
4 Permanent Parcel No. 017-03-056, and further described as being: _____
5 _____

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting.
11 The following items shall also remain: ☐ satellite dish; ☐ range and oven; ☐ microwave; ☐ kitchen refrigerator;
12 ☐ dishwasher; ☐ washer; ☐ dryer; ☐ radiator covers; ☐ window air conditioner; ☐ central air conditioning; ☐ gas
13 grill; ☐ fireplace tools; ☐ screen; ☐ glass doors and ☐ grate; ☐ all existing window treatments; ☐ ceiling fan(s);
14 ☐ wood burner stove inserts; ☐ gas logs; and ☐ water softener. Also included: _____

AS IS

16 NOT included: _____
17 _____

18 **SECONDARY OFFER** This ☒ is ☐ is not a secondary offer. This secondary offer, if applicable, will become a
19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
20 12-29-2015 (date). BUYER shall have the right to terminate this secondary offer at any time prior to
21 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
22 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

23 **PRICE** BUYER shall pay the sum of \$ 47,000
24 Payable as follows:

25 Earnest money paid to Broker will be deposited in a non-
26 interest bearing trust account and credited against
27 purchase price. \$ 0

28 ☒ Check to be deposited immediately upon the
29 formation of a binding AGREEMENT, as defined
30 below on lines 231-238.

31 ☐ Note to be redeemed within four (4) days after
32 formation of a binding AGREEMENT, as defined
33 below on lines 231-238.

34 Cash to be deposited in escrow \$ 0

35 Mortgage loan to be obtained by BUYER \$ _____

36 ☐ CONVENTIONAL, ☐ FHA, ☐ VA, ☒ OTHER Cash part of OWNER
37 Financing

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within N/A days
39 after acceptance and shall obtain a commitment for that loan on or about _____. If,
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

AF 1/21/16
SELLER'S INITIALS AND DATE

GN. 12-29-15
BUYER'S INITIALS AND DATE

NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before Dec 31, 2015 and title shall be transferred on or about Jan 15, 2016.

POSSESSION SELLER shall deliver possession to BUYER on closing date (date) at NOON (time) ☐ AM ☐ PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied by the SELLER free for NA () days. Additional NA days at a rate of \$ NA per day. Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and BUYER.

TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from All Real Estate Solutions (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), ☐ BUYER ☒ SELLER agrees to pay the amount of such recoupment.

CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g) other (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

whichever is later. The escrow agent shall withhold \$ _____ from the proceeds due SELLER for the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage, and d) other _____

_____. BUYER shall secure new insurance on the property.

BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which ☐ will ☒ will not be provided at a cost of \$ ^{NA} _____ charged to ☐ SELLER ☐ BUYER from escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

☒ The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

☒ The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

INSPECTION This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER's inspectors regarding the condition and systems of the property.

INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

WAIVER ☒ _____ (Initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

Choice	Inspection	Expense		
Yes	No	BUYER's	SELLER's	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

Final walk thru prior to closing.

After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed

in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other or to Broker(s).

The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property for BUYER to review and approve any conditions corrected by SELLER.

Yes No

☐ ☒ **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be made by a licensed inspection or exterminating agency of ☐BUYER's or ☐SELLER's choice at ☐BUYER's ☐SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE ☐ BUYER OR ☐ SELLER (unless FHAVA regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

Yes No

☐ ☒ **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER's consent.

BUYER ☒ HAS _____ (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

BUYER ☐ HAS NOT _____ (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER's review and approval of the information contained on the disclosure form within _____ days from receipt.

MEGAN'S LAW SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction.

CONDITION OF PROPERTY BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.

BUYER ☐ HAS _____ (BUYER's initials) received a copy of the Residential Property Disclosure Form signed by SELLER on _____ (date) prior to writing this offer.

BUYER ☒ HAS NOT _____ (BUYER's initials) received a copy of the Residential Property Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER's review and approval of the information contained on the disclosure form within 10 days from receipt.

DISCLOSURE NOT REQUIRED

SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT can be declared null and void by either party.

REPRESENTATIONS AND DISCLAIMERS BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none, write "none"). NONE

DAMAGE If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

BINDING AGREEMENT Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days. This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.

ADDENDA The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form ☐ Residential Property Disclosure Form ☐ VA ☐ FHA ☐ FHA Home Inspection Notice ☐ Condo ☐ House Sale Contingency Addendum ☐ House Sale Concurrency Addendum ☐ Lead Based Paint ☐ Other _____ are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting terms in the purchase AGREEMENT.

244 RSN Properties - 6785 Wallings Rd Build C Suite 1H
245 (BUYER) (ADDRESS AND ZIP CODE)
246 [Signature] --> 216-218-0455 --> 12-29-15
247 (BUYER) (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ _____ ☐ check ☒ note, earnest money,
249 subject to terms of the above offer.

250 By: Christopher Kaylor Office: REALTY TRUST SERVICES Phone: 3308401073

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of Total of _____ percent (_____%)
253 of the purchase price to REALTY TRUST SERVICES (Broker)
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)
255 and PER LISTING _____ percent (5 %) of the
256 purchase price to PER LISTING (Broker)
257 _____ (Address)
258 as the sole procuring agents in this transaction.

259 Equity Trust
260 (SELLER) (ADDRESS AND ZIP CODE)

261
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)
263 Anne Fess 617 GRAYTON Rd 44017
264 (SELLER) (ADDRESS AND ZIP CODE)

265 ANNE FESS 216-287-0076 1/21/16
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

267 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
268 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

Multiple Listing Information	
270 <u>Christopher Kaylor</u>	<u>2011003065</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>Realty Trust Services</u>	<u>9165</u>
273 (Listing broker name)	(Listing broker office #)
274 <u>Christopher Kaylor</u>	<u>2011003065</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>Realty Trust Services</u>	<u>9165</u>
277 (Selling broker name)	(Selling broker office #)



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: 3152 W 92nd Cleveland, OH 4402
 Buyer(s): RSN Properties, LLC
 Seller(s): Equity Trust company custodian, FBO ANNE M. Fees IRA

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) christopher C. Kaylon and real estate brokerage Realty Trust + Services 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.

[Signature]
 BUYER/TENANT

12-29-15
 DATE

[Signature]
 SELLER/LANDLORD

1/21/16
 DATE

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

ADDENDUM

C

This is an Addendum to the Purchase Agreement dated December 28, 2015,
for the purchase and sale of the Property known as (Street Address) 3151 W 92
_____, (City) Cleveland _____, Ohio,
between RSN Properties LLC _____ ("BUYER")
and Equity Trust company custodian, FBO _____ ("SELLER").
ANNE M. FESS IRA

The following is hereby mutually agreed upon by said BUYERS and the SELLERS:

- 1.) This property to close in conjunction to Albert Fess
8 Cleveland properties on Addendum A,

3.) _____

4.) _____

BUYER

DATE

BUYER

DATE

SELLER

DATE

SELLER

DATE