



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 BUYER The undersigned Green Pointe Management offers to buy the

2 PROPERTY located at 3322 Tuxedo Avenue

3 City Parma, Ohio, Zip 44134

4 Permanent Parcel No. 444-04-094, 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:

15
16 NOT included:

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 (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 \$ 26,509

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. \$ 1,000.00

28 [X] 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 \$ 25,509

35 Mortgage loan to be obtained by BUYER \$ 0

36 [] CONVENTIONAL, [] FHA, [] VA, [X] OTHER CASH

38 FINANCING BUYER shall make a written application for the above mortgage loan within _____ 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.

Approved by CABOR, LoCAR, LCAR and GeCAR
Revised May 1, 2000
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SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE
RL 2/24/16

© Form 100

"PURSUANT TO SECTION 43 OF THE REAL ESTATE PURCHASE ADDENDUM, THIS
DOCUMENT IS SUBJECT TO ALL TERMS AND CONDITIONS SET FORTH IN THE
REAL ESTATE PURCHASE ADDENDUM."
RPE 2-24-16

3322 Tuxedo Avenue Parma, OH 44134

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

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before March 18, 2016, and title shall be
49 transferred on or about March 19, 2016.

50 **POSSESSION** SELLER shall deliver possession to BUYER on 3/18/16 (date) at NOON (time)
51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52 by the SELLER free for 0 () days. Additional NA days at a rate of
53 \$ 0 per day. Payment and collection of fees for use and occupancy after transfer of title are the
54 sole responsibility of SELLER and BUYER.

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

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

85
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
87 BUYER SELLER agrees to pay the amount of such recoupment.

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

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96 whichever is later. The escrow agent shall withhold \$ 0.00 from the proceeds due SELLER for
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
98 BUYER.

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

102 _____ BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by
104 BUYER which will will not be provided at a cost of \$ 0 charged to SELLER BUYER from
105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not
106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

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

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

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

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

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

Choice	Inspection	Expense	
		BUYER's	SELLER's
127	Yes No		
128	<input type="checkbox"/> <input checked="" type="checkbox"/> GENERAL HOME _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/> <input checked="" type="checkbox"/> SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/> <input checked="" type="checkbox"/> WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/> <input checked="" type="checkbox"/> WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/> <input checked="" type="checkbox"/> RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
133	<input checked="" type="checkbox"/> <input type="checkbox"/> OTHER <u>1-3</u> days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
134	<u>walk thru prior to closing 1-3 days.</u>		

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

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

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 FHAVA 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 HC (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.

HC 2/24/16

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

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

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

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

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

226
227 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

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

239 **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
240 Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
241 Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Other Sellers addendum
242 are made part of this AGREEMENT. **The terms and conditions of any addenda supersede any conflicting**
243 **terms in the purchase AGREEMENT.**

SELLER'S INITIALS AND DATE

OR 2/24/16
BUYER'S INITIALS AND DATE

3322 Tuxedo Avenue Parma, OH 44134
managing partner (on behalf Greenpointe management)
Robert P. Gillespie - 21380 Lorain Rd Fairview Park, OH 44126

244 (BUYER) _____
245 (ADDRESS AND ZIP CODE) _____
246 ---> 330 635-9717 ---> 2-24-16
247 (BUYER) _____ (PHONE NO.) _____ (DATE) _____

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000 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 PER MLS percent (2.5 %)
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 (%) of the
256 purchase price to PER LISTING (Broker)
257 _____ (Address)
258 as the sole procuring agents in this transaction.

259 _____
260 (SELLER) _____ (ADDRESS AND ZIP CODE) _____

261 _____
262 (PRINT SELLER'S NAME) _____ (PHONE NO.) _____ (DATE) _____

263 _____
264 (SELLER) _____ (ADDRESS AND ZIP CODE) _____

265 _____
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.

269	Multiple Listing Information	
270	<u>Scott B. Cohara</u>	<u>2003003372</u>
271	(Listing agent name)	(Listing agent license #)
272	<u>ERA Lentz Assoc.</u>	<u>9335</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: 3322 Tuxedo Avenue Parma, OH 44134
Buyer(s): Green Pointe Management
Seller(s): Bank of America

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Christopher Kaylor AGENT(S), and Realty Trust Services BROKERAGE.

The seller will be represented by Scott B. Cochran AGENT(S), and ERA Lentz Assoc, Inc. 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) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Robert P. Gillespie managing partner.
 BUYER/TENANT _____ DATE _____ SELLER/LANDLORD _____ DATE _____
 (ON BEHALF OF GREEN POINTE MANAGEMENT)
 BUYER/TENANT _____ DATE 2/24/16 SELLER/LANDLORD _____ DATE _____
 RP6 2/24/16

E-transaction Consent Disclosure

This electronic transaction disclosure, consent and agreement (collectively, the "E-transaction Consent") contains important information that you are entitled to receive before you consent to receive electronic records. Please read this E-transaction consent carefully and download, save and/or print a copy for your files.

Part 1: Overview

Bank of America ("Bank," "we," "us," "our") may occasionally be required by law to provide you, the signer(s) of this E-transaction Consent ("you" or "your") with certain written notices or disclosures (including those embedded within an agreement or other document). This E-transaction Consent:

- (i) Discloses certain information to you that we are required to provide before obtaining your consent to receive such legally required notices and disclosures by electronic means,
- (ii) Obtains your consent to electronically receive such legally required notices and disclosures (i.e., "Required Information") in a manner that reasonably demonstrates your ability to access and retain the Required Information, and
- (iii) Elicits your agreement to use electronic signatures ("e-signatures") on documents we need to process a short sale, deed in lieu or real estate owned (REO) transaction with you.

Part 2: Types of Required Information Provided by Electronic Means; Accessing and Retaining Information

Solely in conjunction with the processing (but not the settlement) of any short sale, deed in lieu or REO transaction in which you participate with us, we will provide or make Required Information available to you in either HTML or PDF formats, or both. To access Required Information, you will need the following hardware and software:

- **Operating systems:** Windows 2000, Windows XP, Windows Vista, Mac OS X.
- **Browsers:** Final release versions of Internet Explorer 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari 3.0 or above (Mac only)
- **PDF reader:** Adobe Reader or similar software may be required to view and print PDF files.
- **Screen resolution:** 800 x 600 minimum.
- **Enabled security settings:** Allow per-session cookies.

Prerelease (beta) versions of operating systems and browsers are not supported. You may download the most current versions of any software identified above by going to microsoft.com, apple.com, mozilla.org or adobe.com.

To retain Required Information, you will need a printer (for printed copies) or a working hard drive or other storage device (to store electronic copies). As indicated above, we encourage you to download, print and/or save this E-transaction Consent and any Required Information.

These technical requirements are subject to change. If they change, you will be provided with an updated version of this E-transaction Consent and asked to provide us with your consent in a manner that reasonably demonstrates your ability to receive notices and disclosures under the new technical requirements.

Part 3: How to Obtain Paper Copies of Required Information

You may request a free paper copy of Required Information we have electronically provided or made available to you at any time by contacting us as set out below.

Additionally, you may download and print any Required Information we send you through any Bank system.

Our Option to Send Paper

Your consent does not mean that we must provide the Required Information electronically. We may, at our option, deliver Required Information and other communications to you on paper should we choose to do so. We may also require that certain communications from you be delivered to us on paper at a specified address.

RPG 2-24-16

Bank of America  Home Loans

E-transaction Consent Disclosure

Part 4: Withdrawing Your Consent

If, after you have consented to receive the Required Information electronically, you decide that you wish to receive the Required Information in paper format only, you may withdraw your previously provided consent by either of the following means:

- Decline to sign any document containing Required Information during any e-signature signing session.
- Contact us as set out below.

If you withdraw your consent to receive Required Information by electronic means, your short sale, deed in lieu or REO transaction may take longer to process.

Part 5: Informing Us of Your Current Email Address

You are responsible for providing us with a working individual email address to which we can send Required Information and for ensuring that it is kept current in our files. Please inform us each time you change your email address by contacting us as set out below.

Part 6: How to Contact Bank of America

You may contact us to:

- Request paper copies of Required Information,
- Withdraw your prior consent to receive Required Information electronically, and
- Inform us of your current email address.

In each instance, you may contact us by sending an email to your assigned short sale or deed in lieu specialist. If you are an REO buyer, you may send an email to the listing agent, who will then contact the REO asset manager on your behalf. In the body of the request, state your email address, full name, U.S. Postal address and telephone number.

Part 7: Declaration, Consent and Agreement

Under penalties of perjury, I declare that I have examined all required/requested documentation by Bank of America to process a short sale, a deed in lieu or an REO transaction and have agreed to use the electronic signature method on all required documents where indicated. Furthermore, to the best of my knowledge and belief, all documentation is true, correct and complete.

Part 8: Use of Electronic Records & Signatures

If you are a real estate agent or other authorized third party who has downloaded and/or uploaded certain electronic documents (each an "Electronic Record" or, when associated in a file or folder with other Electronic Records, a "File") from and/or to Equator in connection with a short sale, deed-in lieu or REO transaction, you represent, warrant, and covenant to us by your electronic signature below that:

1. You have implemented and maintain storage, retrieval and back-up systems for Electronic Records and Files (each, a "System");
2. At all times relevant to these Terms, any Electronic Records and Files you supply, generate and/or have electronically signed meet all applicable legal standards;
3. Each System has been designed and, at all times relevant to these Terms, implemented and maintained so as to:
 - 3.1 Ensure the accuracy, security, integrity, and confidentiality of Electronic Records and Files, including through the use of various audit logging methods and stamps or markings issued by any electronic signing platform or other vendor ("Platform Vendor"), all as may be prescribed by the Bank from time to time;

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E-transaction Consent Disclosure

- 3.2 Protect against any anticipated threats or hazards to the security or integrity of Electronic Records and Files;
- 3.3 Protect against unauthorized access to or use of Electronic Records and Files (including through these use of any authentication methods we may prescribe from time to time, such as unique email addresses, user-specific credentials, knowledge-based authentication and other means of identity verification); and
- 4. By your electronic signature below, you represent, warrant and covenant to us that (a) you have obtained and shall maintain all licenses necessary to perform your responsibilities as a real estate agent or other authorized third party relative to the Electronic Records and Files, (b) you have entered or shall enter into a contract with a Platform Vendor into the platform of which you upload to and/or download from Electronic Records or Files, whether or not other electronic signatures are generated on such platform, and (c) such contract shall obligate the Platform Vendor to the provisions of this Part 8, except for this paragraph 4.

BY CLICKING OR CHECKING "I CONSENT AND AGREE" BELOW, I:

- 1. Acknowledge that I have read and understand this E-transaction Consent.
- 2. Acknowledge that I can (a) print on paper or electronically save this E-transaction Consent for my future reference, or (b) e-mail it to an address where I am able to so print or save it,
- 3. Consent to receive the Required Information by the electronic means described above,
- 4. Acknowledge that I am reasonably demonstrating that I can access the Required Information in the form described above,
- 5. Agree to the use of electronic signatures, such as my act of clicking, checking or otherwise manifesting my assent in the processing of electronic records (including those in which the Required Information is embedded) in conjunction with short sale, deed in lieu and REO transactions, and
- 6. Affirm that I have (a) established an exclusive email address used to authenticate access to, (b) created a password or passcode with, and (c) had my identity validated by knowledge-based authentication through, the e-signature system on which I am electronically signing this E-transaction Consent.

<input checked="" type="checkbox"/> I consent and agree	<input type="checkbox"/> I decline	<u>Robert Gillespie</u> Buyer's Signature	<u>Buyer</u>
<u>Robert P. Gillespie</u>	<u>managing partner on behalf of Green Pointe Management</u>		<u>2/24/16</u>
<input checked="" type="checkbox"/> I consent and agree	<input type="checkbox"/> I decline	<u>Christopher Taylor</u> Buyer's Signature	<u>Agent</u>
			<u>2/24/16</u>
<input checked="" type="checkbox"/> I consent and agree	<input type="checkbox"/> I decline	<u>Scott Conroy</u> Buyer's Signature	
<input type="checkbox"/> I consent and agree	<input type="checkbox"/> I decline	_____ Buying Agent Signature	
<input type="checkbox"/> I consent and agree	<input type="checkbox"/> I decline	_____ Selling Agent Signature	

RP62-24-16



Title and Closing Agent Option

Property Address: 3322 Tuxedo Avenue Parma OH 44132/
 REO #: 01089984

Definitions

Seller's Choice Closing (cash or finance)	Split Closing (finance only)	Buyer's Choice Closing (cash or finance)
<ul style="list-style-type: none"> Buyer elects to close with Seller's closing entity. Seller pays for and provides owner's title policy (if applicable) 	<ul style="list-style-type: none"> Seller and Buyer each represented by their own Closing Agent. Buyer pays Buyer's customary closing fees to their representative and for a lender's policy. Seller pays for customary closing fees and owner's title policy to their representative. Seller's representative will prepare deed, settlement statement, and disburse funds 	<ul style="list-style-type: none"> Seller and Buyer each have their own Closing representative. Buyer pays Buyer's customary title and closing fees to their Closing Agent and for a lender's policy (when applicable). Buyer's Closing Agent entity shall prepare the deed and incur any associated costs Buyer's Closing Agent to provide and insure title

Please select one of the options below (required)

Split Closing
 Buyer's Choice
 Seller's Choice

****This section must be completed if you have chosen a SPLIT or BUYER'S CHOICE closing:****

An amendment to the purchase contract is required when the buyer elects to change closing/escrow agent or title company after the initial contract package has been executed.

Company Name: _____
 Closing of Contact's Name: _____
 Closing Contact's Address: _____
 Phone Number: _____ Fax: _____
 Email Address: _____

Buyer(s), please sign below indicating that the selection above is correct.

Note: If Buyer has selected the Buyer's Choice closing option, Buyer shall be deemed to have waived any obligation for Seller to pay the premium for a state-specific standard owner's policy of title insurance, and hereby agrees to be solely responsible for all title and closing costs charged by Closing Agent, pursuant to "Escrow Agent; Earnest Money and/or Title" section of the contract.

If Buyer decides to switch entities three business days after the closing has been opened, Buyer will be responsible for all Seller's/Agent's out-of-pocket expenses, such as Title cancellation Fee, Tax and Lien Search, Estoppels, Deed preparation, and Buyer's Choice Fees payable to the Seller's National Closing agent.

✓ Buyer: Robert P. Gillespie Buyer: _____
 ✓ Date: 2/24/16 Date: Robert P. Gillespie on behalf of Green Pointe management

RLG 2-24-16



SELLER PAID CLOSING COST ALLOCATION DISCLOSURE

Date: 2/24/16

REO ID: 01089984

Property address: 3322 Tuxedo Avenue Parma OH 44134

Seller paid Buyer Closing Costs shall only be used to pay for non-recurring items. Any recurring items and/or closing costs are the responsibility of the Buyer. These items, **which are excluded from reimbursement** and/or costs include, but are not limited to:

- Any advance HOA dues, assessments, or pro-rations.
- Any advance tax payments or pro-rations.
- Any additional commissions, transaction fees or management fees paid to the listing agent or buyer's agent that are not part of the listing agreement.

Notwithstanding the foregoing, FHA/VA allocation of closing shall supersede this term when applicable. If, after paying all approved categories of expenses allowable as "Seller Paid Closing Costs", funds designated as applicable to "Seller Paid Closing Costs" remain, then the balance of those funds shall be returned to the seller.

✓ Buyer name: Green Pointe Management Buyer name: _____

✓ Buyer signature: Robert P. Gillespie Buyer signature: _____

✓ Date: 2/24/16 *maxaging partner on behalf of Green Pointe management* Date: _____

Buyer agent name: Christopher Kaylon Seller agent name: Scott Cochran

Buyer agent signature: Christopher Kaylon Seller agent signature: _____

Date: 2/24/16 Date: 2/24/16

Seller name: _____

Seller signature: _____

Date: _____

RPG 2-24-16



SkyhillREO
a dba of Skyhill Financial, Inc.

Vesting Addendum

The additional provisions set forth below are hereby made a part of the Offer to Purchase and Contract for the property located at: 3322 Tuxedo Avenue Palm Beach 44134

Dated: 2/24/16 by and between Green Pointe Management
as buyer(s) and Bank of America NA as seller(s).

✓ Buyer's marital status at the time of the contract: single

The correct spelling of the Buyer(s) name and how they would like to Hold Title as, is as follows:

Green Pointe Management

✓ X Robert P. Gillespie managing partner
Robert P. Gillespie on behalf of Green Pointe Management
Buyer Date Buyer Date
2/24/16

X

Seller Date

RPG, 2-24-16

REO # 01089984

Bank of America, N.A. Buyer's Acknowledgment and Disclosure

BUYER(S) is/are buying the property known as: Property Address:

3322 TUXEDO AVENUE PARMA, OH 44134

Buyer(s) understand(s) and acknowledge(s) that the following persons are prohibited from purchasing the Property, directly, indirectly or through a family member, household member or an interest in a partnership, corporation, joint venture, trust or other entity:

1. Officers, employees, or directors of Bank of America, N.A. (Bank), its parents, subsidiaries, or affiliated companies;
2. A spouse or domestic partner of a Bank employee, a dependent child who lives with a Bank employee, or any other person who derives his or her primary means of financial support from a Bank employee; and
3. Bank of America, N.A. (Bank) agents, brokers, appraisers, attorneys, trustees, employees of representatives and vendors (including but not limited to property inspection companies, property preservation companies, title companies) of Bank of America, N.A., its parents, subsidiaries, or affiliated companies.

Buyer(s) hereby certifies/certify that:

I/we am/are not an officer, employee, or director of Bank of America, N.A. (Bank), its parents, subsidiaries, or affiliated companies.

I/we am/are not a spouse or domestic partner of a Bank employee, a dependent child who lives with a Bank employee, or any other person who derives his or her primary means of financial support from a Bank employee.

I/we am/are not a Bank of America, N.A (Bank) agent, broker, appraiser, attorney, trustee, employee of any representative or vendor (including but not limited to a property inspection company, property preservation company, or title company) of Bank, its parents, subsidiaries, or affiliated companies.

This certification is made to the Seller in connection with the closing of the sale of the Property to the Buyer(s) under the purchase and sale agreement dated 2/24/16 between Seller and Buyer/Buyers, as a material inducement to the Seller and Bank to proceed with the closing, and it may be relied upon by the Seller or Bank and their respective affiliates, agents, representatives, and successors and assigns.

Green Point Management

Buyer's Name

Robert P. Gillespie

Buyer's Signature Robert P. Gillespie on behalf of Green Point Management

Date

2/24/16

Buyer's Name

Buyer's Signature

Date

RP6 2-24-16



WATER DAMAGE, TOXIC MOLD & ENVIRONMENTAL DISCLOSURE, RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned parties to a purchase contract dated 2/24/16, for the purchase of the property and the improvements commonly known as

3322 TUXEDO AVENUE PARMA, OH 44134

(the "Property") between _____ Green Point Management _____ ("Buyer") and Bank of America, N.A. ("Seller"), acknowledge and agree as follows:

Seller hereby advises Buyer that the Property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Seller further advises Buyer that as a consequence of possible water damage and/or excessive moisture, the Property may be or has been irrevocably contaminated with mildew, mold, and/or other microscopic organisms. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and that individuals with immune system deficiencies, infants, children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure.

Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Sellers that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property.

Buyer also acknowledges that Buyer is buying the Property AS-IS. Buyer represents and warrants to Seller that Buyer has made (or will make before closing on the purchase of the Property) his/her own inspection and evaluation of the Property to Buyer's complete satisfaction, and Buyer accepts the Property AS-IS at the time of closing. Buyer is electing to purchase the Property from Seller in an AS-IS condition with full knowledge of the potential condition of the Property, the potentially serious health risks, and the potential liability that Buyer could incur as the owner of the Property for claims, losses, and damages arising out of any toxic mold contamination, and/or other environmental hazards or conditions on the Property. Buyer agrees that the purchase price of the Property reflects the agreed upon value of the Property AS-IS taking into account the aforementioned disclosures.

Buyer understands and acknowledges that the Property was acquired by Seller through foreclosure, deed-in-lieu of foreclosure, or similar process, that Seller has never occupied the Property, and that Seller has little or no direct knowledge regarding the condition of the Property. Buyer further acknowledges that Seller has not made and does not make any express or implied representations or warranties of any kind with respect to the environmental condition of the Property or whether the Property is in compliance with applicable local, state, or federal environmental or other laws, statutes, regulations, rules, ordinance

RPG 2-24-16

codes, or standards ("Laws"). Buyer hereby agrees not to pursue any claims, losses, or damages, against Seller, or Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, or assigns, arising out of or relating in any way to any violations of Laws, or for costs, fees, or expenses incurred in conducting investigations relating to Laws or the Property. In addition, to the fullest extent permitted by law, Buyer, for himself/herself, and for all Buyer's invitees, agents, heirs, executors, devisees, and assigns hereby forever waives and fully releases Seller, and Seller's parent company, subsidiaries, affiliates, directors, officers, employees, partners, shareholders, representatives, agents, brokers, predecessors, successors, and assigns (the "Released Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity arising from, in connection with, or in any way relating to any known or unknown conditions of the Property, including but not limited to, the existence of toxic mold, and/or any other environmental hazards or conditions on the Property ("Claims").

Buyer also agrees to fully indemnify, protect, defend, and hold the Released Parties harmless from and against any and all Claims.

BUYER:

SELLER:

Robert P. Gillespie
Robert P. Gillespie on
Behalf of Green Pointe Management

Bank of America, N.A.

By: _____

Dated: 2/24/16

Title: _____

Dated: _____

RPC 2/24/16

Auction Item No. 01089984

**LEAD-BASED PAINT / LEAD-BASED PAINT HAZARD
DISCLOSURE AND ACKNOWLEDGMENT**

LEAD WARNING STATEMENT

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

SELLER'S DISCLOSURE (Seller Initial both lines 1&2)

- 1. Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 2. Records and reports available to the Seller (check one below):
 - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): _____
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

PURCHASER'S ACKNOWLEDGMENT (Buyer Initial lines 3, 4 & 5)

- RPG 3. Purchaser has received copies of all information listed in 2 above, if any.
- RPG 4. Purchaser has received the pamphlet **Protect Your Family From Lead in Your Home.**
- RPG 5. Purchaser has (check one below):
 - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

PURCHASER AGREES THEY ARE PURCHASING THE PROPERTY "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE PROPERTY. PURCHASER FURTHER AGREES THAT SELLER AND ITS SERVICERS, REPRESENTATIVES, AGENTS, BROKERS, AUCTIONEER, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER AND ITS SERVICERS, REPRESENTATIVES, AGENTS, BROKERS, AUCTIONEERS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON, OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT ON OR ABOUT THE PROPERTY.

AGENT'S ACKNOWLEDGMENT

ck 6. Auctioneer, broker and/or the Seller's Broker has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

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

Robert P. Gillespie managing partner
2/24/16
BUYER
Robert P. Gillespie on behalf of
GREEN POINTE MANAGEMENT
BUYER

_____ SELLER	_____ Date
_____ SELLER	_____ Date



ADDENDUM: BUYERS NAME

This is an Addendum to the Purchase Agreement dated 2/24/2016,
for the purchase and sale of the Property known as:
(Street Address) 3322 TUXEDO AVENUE
(City) PARMA, Ohio (Zip Code) 44134
between GREEN POINTE MANAGEMENT (Buyer) and
BANK OF AMERICA NA (Seller).

The following is hereby mutually agreed upon by said Buyer(s) and Seller(s):

BUYERS CORRECT NAME AND SPELLING IS:

GREEN POINTE MANAGEMENT

Robert P. Gillespie managing Partner
2/24/16
BUYER Robert P. Gillespie DATE
Behalf of Green Pointe Management

BUYER _____ DATE _____ SELLER _____ DATE _____

XP6-2-24-16



ADDENDUM: ADDRESS

This is an Addendum to the Purchase Agreement dated 2/24/2016
for the purchase and sale of the Property known as:
(Street Address) 3322 TUXEDO AVENUE
(City) PARMA, Ohio (Zip Code) 44134
between GREEN POINTE MANAGEMENT (Buyer) and
BANK OF AMERICA NA (Seller).

The following is hereby mutually agreed upon by said Buyer(s) and Seller(s):

3322 TUXEDO AVENUE PARMA OH 44134 AND

3322 TUXEDO AVE PARMA OH 44134 ARE ONE AND THE SAME

PROPERTY

Robert P. Gillespie Managing Partner
Robert P. Gillespie on behalf of
Green Pointe Management.

BUYER _____ DATE 2/24/16 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____

Bank of America, N.A. Real Estate Purchase Addendum

This Real Estate Purchase Addendum ("Addendum") is to be made part of, and incorporated into, the Real Estate Purchase Contract dated 2/24/18 (the "Contract") between Bank of America, N.A., ("Seller" or "Bank" or "Servicer" and the terms "Seller" or "Bank" may also include Bank of America, N.A., not in its individual capacity but as agent in fact on behalf of Seller) and GREEN POINTE MANAGEMENT ("Buyer") for the Property Improvements located at the following address :

3322 TUXEDO AVENUE PARMA, OH 44134

("Property"). Buyer and Seller may each be referred to herein as a "Party" and collectively as the "Parties." The Contract and this Addendum together constitute the "Agreement".

The Seller and the Buyer agree as follows:

1. Limitation of Seller's liability and Buyer's waiver of important rights:

Buyer understands and acknowledges that Seller has acquired the Property through Foreclosure, Deed-in-Lieu of Foreclosure or similar process, Seller has never occupied the Property, and Seller has little or no direct knowledge about the condition of the Property. Buyer agrees that Buyer is buying the Property "AS IS" (as more fully set forth in section 12 of this Addendum).

Notwithstanding any provision to the contrary in the Agreement, Seller's liability and Buyer's sole and exclusive remedy in all circumstances and for all claims (as the term is defined in section 25 of this Addendum, and all references in this Addendum to "claims," "claim," "CLAIMS" or "CLAIM" shall have such meaning) arising out of or relating in any way to the sale of the Property to Buyer including, but not limited to, Seller's breach or termination of the Agreement (other than a termination by Seller as a result of a default by Buyer), the condition of the Property, Seller's title to the Property, the occupancy status of the Property, the size, square footage, boundaries or location of the Property, any cost or expense incurred by Buyer in selling a current or prior residence or terminating a lease on a current or prior residence, obtaining other living accommodations, moving, storage or relocation expenses, or any other costs or expenses incurred by Buyer in connection with the Agreement shall be limited to no more than:

- (A) A return of Buyer's earnest money deposit if the sale to the Buyer does not close as a result of a default by Seller or if Seller elects to terminate this Agreement upon the terms hereof other than for a default by Buyer; or
- (B) If the sale to Buyer closes, the lesser of Buyer's actual damages or \$5,000.

Buyer shall not be entitled to return of Buyer's earnest money deposit if Buyer materially breaches the Agreement.

Buyer agrees that Seller shall not be liable to Buyer under any circumstances for an special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, theory or cause of action arising out of or related in any way to any claim, including, but not limited to, the aforementioned claims.

Any reference to a return of the Buyer's earnest money deposit contained in the Agreement shall mean a return of the earnest money deposit, less any escrow cancellation fees applicable to the Buyer under the Agreement and less fees and costs payable for services and products provided during escrow at the Buyer's request. To the fullest extent permitted by law the Buyer waives any claims that the Property is unique and the Buyer

✓ Buyer (Initials) RPB 2-24-18
Seller (Initials) _____

REO # 01089984

acknowledges that a return of its earnest money deposit can adequately and fairly compensate the Buyer. Upon the return of the earnest money deposit to Buyer, the Agreement shall be terminated, and the Buyer and the Seller shall have no further liability, obligation, or responsibility to each other in connection with the Agreement, except as to any provision that survives the termination of this Agreement pursuant to Section 29 below. If the sale to Buyer closes and Seller compensates Buyer as provided above for Buyer's actual damages, if any, then the Buyer and the Seller shall have no further liability, obligation or responsibility to each other in connection with the Agreement.

Seller's limitation of liability and Buyer's waivers provided in the Agreement are a material part of the consideration to be received by the Seller under the Agreement as negotiated and agreed to by the Buyer and the Seller.

The Buyer further waives the following, to the fullest extent permitted by law:

- (A) All rights to file and maintain an action against the Seller for specific performance;
- (B) Right to record a Lis Pendens against the Property or to record the Agreement or a memorandum thereof in the real Property records;
- (C) Right to invoke any equitable remedy that would prevent the Seller from conveying the Property to a third party Buyer;
- (D) Any claims arising from the adjustments or proration or errors in calculating the adjustments or proration that are or may be discovered after closing unless such claims are material and Buyer notifies Seller in writing of such claims within thirty (30) days of the closing date;
- (E) Any remedy of any kind that the Buyer might otherwise be entitled to at law or equity (including, but not limited to, rescission of the Agreement). Except as expressly provided in this Addendum;
- (F) Any right to a trial by jury in any litigation arising from or related in any way to the Agreement;
- (G) Any right to avoid the sale of the Property or reduce the price or hold the Seller liable for any claims arising out of or related in any way to the condition, construction, repair or treatment of the Property, or any defects, apparent or latent, that may now or hereafter exist with respect to the Property;
- (H) Any claims arising out of or relating in any way to encroachments, easements, boundaries, shortages in area or any other matter that would be disclosed or revealed by a survey or inspection of the Property or search of public records; and
- (I) Any claims arising out of or relating in any way to the square footage, size or location of the Property, or any information provided on the multiple listing service, or brochures or websites of Seller or Seller's agent or broker.

References to the "Seller" in this Section 1 of this Addendum shall include the Seller and the Indemnified Parties (as defined in Section 25 of this Addendum), and all references in this Addendum to "Indemnified Parties" or "INDEMNIFIED PARTIES" shall have the meaning set forth in Section 25.

2. Effective Date:

The date of Seller's execution of this Addendum shall be the "Effective Date" of the Agreement notwithstanding any prior understanding or Agreement with respect to the financial terms set forth herein. The Agreement shall be null and void if the Agreement signed by the Buyer is not actually received by the Seller

✓ Buyer (initials) RPB 2-24-16
Seller (initials) _____

REO # 01089984 _____

before the Seller accepts a competing offer or gives verbal or written notice of revocation to the Buyer, the Buyer's agent or attorney, or the listing agent. The Agreement must be approved by the Seller's management, and it must be signed by all parties in order to be binding.

3. Purchase Price:

Purchase Price: \$ 26509
Down Payment: \$ 26509.00
Earnest Money Deposit: \$ 1000
Loan Amount (nte): \$ 0.00

4. Earnest Money Deposit:

If applicable, escrow will be opened by both parties immediately following the Effective Date with an escrow/closing agent acceptable to the Seller and Buyer. The Buyer's earnest money deposit is to be delivered to the selected closing agent to be held pursuant to local law and custom, within 24 hours of notification of selected closing agent.

5. Financing:

The Agreement (check one): is is *not* contingent on the Buyer obtaining financing for the purchase of the Property. If the Agreement is contingent on financing, the type of financing shall be the following (check one):

- Conventional
- FHA
- VA
- Other (specify: CASH)

(A) If the Agreement is contingent on financing, the Buyer shall apply for a loan in the amount of \$ 0.00 with a term of _____ years, at prevailing rates, terms and conditions. The Buyer shall complete and submit to a mortgage lender an application for a mortgage loan containing the terms set forth in this paragraph within three (3) business days of the Effective Date, and shall use diligent efforts to obtain a mortgage loan commitment within fifteen (15) calendar days from the said date. If, despite the Buyer's diligent efforts, the Buyer cannot obtain a mortgage loan commitment by the specified date, then either the Buyer or the Seller may terminate the Agreement by giving written notice to the other Party. The Buyer's notice must include a copy of the loan application, proof of the application date, and a copy of the denial letter from the prospective lender. In the event of a proper termination of the Agreement under this paragraph, the earnest money deposit shall be returned to the Buyer and the parties shall have no further obligation to each other under the Agreement. The Buyer agrees to cooperate and comply with all requests for documents and information from the Buyer's chosen lender during the loan application process. Failure of the Buyer to comply with such requests from the lender that results in the denial of the mortgage loan shall be considered a material breach of the Agreement and Seller shall be entitled to exercise its remedies under Section 24 of this Addendum.

If the Agreement is contingent on financing, as a sales condition, Buyer must obtain a prequalification letter from Bank of America, N.A. or Merrill Lynch, or another financial institution to proceed with the purchase for a mortgage loan in an amount and under terms sufficient for Buyer to perform its obligations under the Agreement, and such letter must accompany the Agreement. The prequalification letter shall include, but is not limited to, the Buyer's name and loan approval amount necessary to meet Buyer's obligations under the Agreement. Buyer's submission of proof of prequalification is a condition precedent to Seller's acceptance of Buyer's offer. Seller may require Buyer to obtain, at no cost to Buyer, loan prequalification as Seller may direct. Notwithstanding any Seller required prequalification, Buyer is not required to obtain financing from Bank of America, N.A. or Merrill Lynch and Buyer may obtain financing from any source.

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(B) Cash Offer: Buyer shall provide Listing Broker (Broker representing the Seller for this Property sale) and/or Bank Representative proof of liquid funds on deposit in the United States sufficient to close this transaction. Such proof shall be provided within three (3) business days of the Effective Date and shall be subject to Seller's approval. The Property shall remain on the market until such proof of funds is accepted by Seller. Notwithstanding the terms provided in Section 11 for inspection of the Property, in the event of a noncontingent cash offer, all inspections shall be completed and any notice of disapproval shall be given to Seller within seven (7) calendar days of the Effective Date. Failure to timely notify Seller of any disapproval shall be deemed acceptance by Buyer of the inspection results and the condition of the Property. Cash offers shall not be subject to any contingency, unless specifically described in Section 9 of this Addendum.

(C) The Buyer is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by the Buyer. Any change of the loan type, loan terms, financing or Buyer's lender after the Agreement has been entered into shall be subject to Seller's approval and may require, at Seller's sole discretion, renegotiation of all or some of the terms of the Agreement.

6. Other Financial Terms:

Requested Closing Costs to Be Paid by Seller on Behalf of Buyer:
(Limited to loan guidelines)

FHA/VA Allowable Costs: \$ _____
Other Loan Types Non Allowable: \$ _____
Property Transfer Taxes: \$ _____
Home Protection Policy: \$ _____
Other: \$ _____
Other: \$ _____

TOTAL: \$⁰ _____

Request Repairs:
By Buyer/Lender (nte) \$ _____
Fumigation/Chemical Only: \$ _____
Termite Repairs (nte) \$ _____
Pest Report (nte): _____
Other: \$ _____

TOTAL: \$⁰ _____

Notwithstanding any provision in the Agreement to the contrary, if Seller agrees in the Agreement to pay any of the Buyer's closing costs, then Seller shall only pay the lesser of the Buyer's actual closing costs and the closing costs that Seller has agreed to pay in the Agreement. Section 16 has additional provisions pertaining to closing costs.

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7. Time of the Essence: Closing Date:

(A) It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders or amendments thereto, meaning that all deadlines are intended to be strict and absolute. The Agreement shall terminate automatically and without notice if it is not concluded by the Closing Date (as defined below) or any extension thereof.

(B) The closing shall take place on or before 03/18/2016, or within five (5) calendar days of final loan approval by the lender, whichever is earlier ("Closing Date"), unless the Closing Date is extended in writing signed by the Seller and the Buyer or extended by the Seller under the terms of the Agreement. The closing shall be held in the offices of the Seller's attorney or agent or at a place so designated and approved by the Seller, unless otherwise required by applicable law. If the closing does not occur (through no fault of the Seller) by the date specified in this Section 7 of the Addendum or in any extension including any extension under subclause (c) of this Section 7, the Agreement is automatically terminated and the Seller shall retain any earnest money deposit as liquidated damages and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

8. The Buyer (check one): does does not intend to use and occupy the Property as Buyer's primary residence.

9. Additional Terms of Conditions:

EMD is \$1,000. Property is sold AS IS, WHERE IS. Any change to the original financing terms or buyers vesting must be approved by the seller prior to processing. Seller will not make repairs or activate any further utilities. Buyer agrees to close early and before COE date if seller is ready.

10. Attachments:

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11. Inspections:

(A) On or before ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (B) above) from the Effective Date, the Buyer shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property, or Buyer shall be deemed to have (1) waived such inspections and any objections to the condition of the Property, and (2) accepted the condition of the Property. The Buyer shall keep the Property free and clear of liens and indemnify and hold the Seller and the Indemnified Parties harmless from all Claims arising out of or relating in any way to the Buyer's inspections, and the Buyer shall repair the Property, at Buyer's sole expense, for all such Claims. The Buyer shall not directly or indirectly cause any inspections to be made by any government building or zoning inspectors or government employees without the prior written consent of the Seller unless required by law, in which case the Buyer shall provide reasonable notice to the Seller prior to any such inspection. If the Seller has winterized the Property and the Buyer desires to have the Property inspected, the listing agent will have the Property dewinterized by seller's property preservation vendor prior to inspection and rewinterized after inspection. All winterizations and dewinterizations must be performed by the seller's property preservation vendor.

Within five (5) calendar days of receipt of any inspection report prepared by or for the Buyer, but not later than ten (10) calendar days (seven days for noncontingent cash offers as indicated in Section 5 (B) above) from the Effective Date, whichever first occurs, the Buyer shall provide written notice to the Seller of any items disapproved or problems with the condition of the Property. The Buyer's failure to provide such written notice to the Seller shall be deemed as Buyer's acceptance of condition of the Property. The Buyer shall immediately provide to the Seller at no cost, upon request by the Seller, complete copies of all inspection reports upon which the Buyer's disapproval of the condition of the Property is based. In no event shall the Seller be obligated to make any repairs or replacements or correct any problems or defects that may be indicated in the Buyer's inspection reports. The Seller may, at its sole discretion, make such repairs, replacements or corrections to the Property. If the Seller elects not to repair or correct the Property, the Buyer may cancel the Agreement within five (5) calendar days of receiving notice from the Seller that Seller elects not to repair or correct the Property. If Buyer timely notifies Seller of such cancellation, the Buyer shall receive all earnest money deposited. If the Seller elects to make any such repairs or corrections to the Property, the Seller shall notify the Buyer after completion of the repairs or corrections and the Buyer shall have five (5) calendar days from the date of such notice to inspect the repairs or corrections and notify the Seller of any items disapproved. The Buyer's failure to notify Seller of any items disapproved shall be deemed acceptance by Buyer of the condition of the Property.

In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of the Seller. Upon Buyer's request, the Buyer may review such reports, but the Buyer acknowledges that such inspection reports were prepared for the sole use and benefit of the Seller. Buyer shall not rely upon any such inspection reports obtained by the Seller in making a decision to purchase the Property, and such reports shall not serve as a basis for Buyer to terminate the Agreement.

(B) If the Property is a condominium or planned unit development or co-operative, unless otherwise noted required by law, the Buyer, at the Buyer's own expense, is responsible for obtaining and reviewing the covenants, conditions and restriction, and bylaws of the condominium or planned unit development or cooperative within ten (10) calendar days of the Effective Date. The Seller agrees to use reasonable efforts, as determined at the Seller's sole discretion, to assist the Buyer in obtaining a copy of the covenants, conditions and restrictions, and bylaws. The Buyer will be deemed to have accepted covenants, conditions and restrictions, and bylaws if the Buyer does not notify the Seller in writing within ten (10) calendar days of the Effective Date of the Buyer's objection to the covenants, conditions and restrictions, and/or bylaws.

12. Condition of Property:

The Buyer understands that the Seller acquired the Property by Foreclosure, Deed-In-Lieu of Foreclosure, forfeiture, tax sale or similar process and consequently the Seller has little or no direct knowledge concerning the condition of the Property. As a material part of the consideration to be received by the Seller under the Agreement as negotiated and agreed to by the Buyer and the Seller, the Buyer acknowledges and agrees to accept the

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Property in "AS IS" condition at the time of closing including without limitation, any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not. The Buyer acknowledges that the Seller and its agents, brokers and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, Agreements or guarantees, implied or express, oral or written, with respect to:

- (A) The physical condition or any other aspect of the Property including, but not limited to, the structural integrity or the quality or character of materials used in construction of any improvements, availability and quantity of quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, mold or any other matter affecting the stability or integrity of the Property;
- (B) The conformity of the Property to any zoning, land use or building code requirements or compliance with any laws, statues, rules, ordinances or regulations of any federal, state or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies that had jurisdiction over the construction of the original structure, any improvements and/or any remodeling of the structure;
- (C) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, including redhibitory vices and defects, apparent or non-apparent or latent, that now exist or may hereafter exist and that, if known to Buyer, would cause Buyer to refuse to purchase the Property; and
- (D) The existence, location, size or condition of any outbuildings or sheds on the Property.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in the Agreement as "Mold") are environmental conditions that are common in residential Property and may affect the Property. Mold in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in young children, elderly persons, persons with immune system problems, allergies or respiratory problems, and pets. Mold has also been reported to cause extensive damage to personal and real Property. Buyer is advised to thoroughly inspect the Property for Mold. Mold may appear as discolored patches or cottony or speckled growth on walls, furniture or floors, behind walls and above ceilings. Any and all presence of moisture, water stains, mildew odors, condensation and obvious Mold growth are all possible indicators of a Mold condition, which may or may not be toxic. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. Buyer acknowledges that, if Seller or any of Seller's employees, contractors, representatives, broker or agents cleaned or repaired the Property or remediated the Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation, or that the Property is free of Mold. Buyer is further advised to have the Property thoroughly inspected for Mold, any hidden defects and/or environmental conditions or hazards affecting the Property. Buyer is also advised that all areas contaminated with Mold should be properly and thoroughly remediated. Buyer represents and warrants that: (A) Buyer accepts full responsibility and liability for all hazards, and Claims that may result from the presence of Mold in or around the Property; (B) if Buyer proceeds to close on the purchase of the Property, then Buyer has inspected and evaluated the condition of the Property to Buyer's complete satisfaction, and Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property; and (C) Buyer has not in any way relied upon any representations or warranties of Seller or Seller's employees, officers, directors, contractors, representatives, broker or agents concerning the past or present existence of Mold or any environmental hazards in or around the Property.

In the event the Property is affected by an environmental hazard, either Party may terminate the Agreement. In the event the Seller decides to sell the Property to the Buyer and the Buyer agrees to purchase the Property (as evidenced by Buyer and Seller proceeding to close) despite the presence of an environmental hazard, the Buyer releases the Seller and the Indemnified Parties from any Claims arising out of or relating in any way to the environmental hazard or conditions of the Property, and Buyer agrees to also execute an additional general release at closing, in a form acceptable to Seller, related to the environmental hazard if Seller so requests. In the event the Buyer elects not to execute the additional release, Seller may, at the Seller's sole discretion, terminate the Agreement upon notice given to Buyer. If Buyer elects to proceed with the closing, Buyer waives and forever releases the Indemnified Parties arising out of the environmental condition of the Property.

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In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate the Agreement or delay the date of closing or the Buyer may terminate the Agreement. In the event the Agreement is terminated by either Buyer or Seller pursuant to this Section 12, any earnest money deposit will be returned to the Buyer. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Buyer nor the Seller terminate the Agreement, the Buyer agrees (A) to accept the Property subject to the violations and (B) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceedings. Buyer agrees to execute for closing any and all documents necessary or required by any agency with jurisdiction over the Property and to resolve the deficiencies as soon as possible after the closing.

The closing of this sale shall constitute acknowledgement by the Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Buyer at the time of closing. The Buyer agrees that Seller and the Indemnified Parties shall have no liability for any Claims that the Buyer or the Buyer's successors or assigns may incur as a result of construction or other defects that may now or hereafter exist with respect to the Property.

The Seller may be exempt from filing a disclosure statement regarding the condition of the Property because the Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. To the fullest extent allowed by law, Buyer waives any right to receive a disclosure statement from Seller, and Buyer agrees to execute a separate waiver, in a form acceptable to Seller, if the law requires the waiver to be in a separate form.

13. Repairs:

All treatments for wood-infesting organisms and all repairs shall be completed by a vendor approved by the Seller and shall be subject to the Seller's satisfaction only. If the Seller has agreed to pay for treatment of wood-infesting organisms, the Seller shall treat only active infestation. Neither the Buyer nor its representatives shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Buyer or its representatives make repairs and/or treatments to the Property prior to closing, the Buyer hereby agrees to release and indemnify the Seller and the Indemnified Parties from and against any and all Claims related in any way to the repairs and/or treatments, and Buyer further agrees, at Seller's request, to execute a separate release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments. The Buyer acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Buyer unless and until the sale of the Property closes in accordance with the Agreement, and if Buyer closes Buyer acknowledges that the Buyer has inspected or has been given the opportunity to inspect all repairs and treatments. Any repairs or treatments made or caused to be made by the Seller shall be completed prior to the closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Closing Date. The Buyer acknowledges that closing on this transaction shall be deemed to be the Buyer's reaffirmation that the Buyer is satisfied with the condition of the Property and with all repairs and treatments to the Property. Further, if Buyer closes, Buyer waives all Claims arising out of relating in any way to the condition of, or treatments or repairs to, the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Buyer any receipts for repairs or treatments, written statements indicating dates or types of repairs and/or treatments, copies of such receipts or statements, or any other documentation regarding any repairs and treatments to the Property. The Seller does not warrant or guarantee any work, repairs or treatments to the Property.

14. Occupancy Status of Property:

The Buyer acknowledges that neither the Seller nor its representatives, brokers, agents or assigns has made any warranties or representations, implied or express, relating to the existence of any tenants or occupants at the

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Property. The Seller and its representatives, brokers, agents and assigns shall not be responsible for evicting or relocating any tenants, occupants or personal Property at the Property prior to or subsequent to closing.

The Buyer further acknowledges that, to the best of the Buyer's knowledge, the Seller (A) is not holding any security deposits from former or current tenants, and (B) has no information as to any security deposits that may have been paid by former or current tenants to anyone. Buyer agrees that no sums representing such tenant security deposits or any rights, title, or interest in such deposits shall be transferred to the Buyer as part of this transaction. The Buyer further agrees to assume all responsibility and liability for the refund of such security deposits to any tenants pursuant to the provisions of applicable laws and regulations. All rents that are due and payable and collected from tenants for the month in which closing occurs will be prorated according to the provisions of Section 16 of this Addendum.

The Buyer acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Buyer agrees that upon the closing all eviction proceedings and other duties and responsibilities of a Property owner and landlord, including, but not limited to, those proceedings required for compliance with such local rent control ordinances and regulations will be the Buyer's sole responsibility.

Buyer understands that the Property may be subject to redemption by the prior owner upon payment of certain sums, and Buyer may be dispossessed of the Property. Buyer is advised to consult with an attorney to fully understand the import and impact of the foregoing. Buyer agrees Buyer shall have no recourse against Seller in the event the right of redemption is exercised.

15. Personal Property:

Items of personal Property, including but not limited to, window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers now or hereafter located on the Property are not included in this sale or the purchase price unless the personal Property is specifically described in this Addendum. Any personal Property at or on the Property may be subject to claims by third parties and therefore may be removed from the Property prior to or after the Closing Date. The Seller makes no representations or warranties as to the condition of any personal Property, title thereto, or whether any personal Property is encumbered by any liens. The Buyer assumes responsibility for any personal Property remaining on the Property at the time of closing.

16. Closing Costs and Adjustments:

(a) The Buyer and the Seller agree to prorate the following expenses as of closing and funding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees and rents, if any. In determining prorations, the Closing Date shall be allocated to the Buyer. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Buyer and the Seller as of the Closing Date with payments not yet due and owing to be assumed by the Buyer without credit toward the purchase price. The Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property if the current real estate tax bill is not available. All prorations shall be based upon a 30-day month, and all such prorations shall be final. The Seller shall not be responsible for any amounts due, paid or to be paid after closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised or assessed value of the Property. If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, the Buyer will buy the fuel in the tank at closing at the current price as calculated by the supplier. In the event the Seller has paid any taxes, special assessments or other fees and there is a refund of

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any such taxes, assessments or fees after closing, Buyer, as the then current owner of the Property, or the closing agent, in the event of a holdback for payment of such items, shall immediately remit the refund to the Seller.

(b) Seller shall only pay those closing costs and fees associated with the transfer of the Property that local custom or practice clearly allocates to Seller and any closing costs and fees specifically agreed to in Section 6, and Buyer shall pay all remaining fees and costs. Notwithstanding the foregoing, FHA/VA allocation of closing costs shall apply when applicable.

(c) Upon to the closing of this transaction, the Seller shall pay the real estate commission per the listing Agreement between the Seller and the Seller's listing broker. Unless disclosed to Seller, Buyer represents that Buyer is not a real estate licensee, and that the real estate licensee representing Buyer is not related to, or affiliated with Buyer.

17. Delivery of Funds:

Regardless of local custom or practice, Buyer shall deliver all funds due the Seller from the sale by wire transfer or in the form of cash, bank check or certified check to the closing agent prior to delivery of the deed by the Seller to the Buyer.

18. Certificate of Occupancy:

If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification, or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Buyer understands that the Seller requires the Certificate of Occupancy to be obtained by the Buyer at the Buyer's sole cost and expense. The Buyer shall make application for all required Certificates of Occupancy within ten (10) calendar days of the Effective Date. The Buyer shall not have the right to delay the closing due to the Buyer's failure or inability to obtain any required Certificate of Occupancy. Failure of the Buyer to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement and shall entitle Seller to retain any earnest money deposited by Buyer exercise its remedies under Section 24 of this Addendum.

19. Delivery of Possession of Property:

The Seller shall deliver possession of the Property to the Buyer at closing and funding of the sale; provided, however, that the delivery of possession shall be subject to the rights of any tenants or parties in possession and Seller shall not be required to bring any action to evict, relocate or dispossess any tenant or party in possession subsequent to or after the closing. If the Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing and funding without the prior written consent of the Seller, then: (A) such event shall constitute a material breach by the Buyer under the Agreement; (B) the Seller may terminate the Agreement; (C) the Buyer shall be liable to the Seller for all Claims caused by any such alteration or occupation of the Property prior to closing and funding; and (D) Buyer waives all Claims for improvements made by the Buyer to the Property including, but not limited to, any Claims for unjust enrichment.

20. Deed:

The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title that grantor may have and that grantor will only defend title against persons claiming by, through or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quitclaim or Bargain and Sale Deed). Any reference to the term "deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed.

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21. Defects in Title:

If the Buyer raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to the Buyer. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the closing date set forth in the Agreement, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the Agreement shall remain in full force and the Buyer shall perform pursuant to the terms set forth in the Agreement. The Seller is not obligated to (A) remove any exception, (B) bring any action or proceeding or bear any expense in order to convey title to the Property or (C) make the title marketable or insurable. Any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. The Buyer acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to a mortgagor's right of redemption. In the event the Seller is not able to (A) make the title insurable or correct all title problems or (B) obtain title insurance for the Property from a reputable title insurance company, either Party may terminate the Agreement and any earnest money deposit will be returned to the Buyer as the Buyer's sole remedy at law or equity and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

22. Representations and Warranties:

In addition to Buyer's representations and warranties made elsewhere herein, such as those found in Section 14 of this Addendum, the Buyer represents and warrants to the Seller the following:

- (a) The Buyer is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns, including, but not limited to, any information provided on any brochures or websites of Seller or Seller's agents or brokers, or any information on the Multiple Listing Service;
- (b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof;
- (c) The Buyer has not relied on any representation or warranty from the Seller, or Seller's agents or brokers regarding the nature, quality or workmanship of any repairs made by the Seller;
- (d) The Buyer will not occupy, or cause or permit others to occupy, the Property prior to closing and receipt of the closing funds due to Seller, and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, Buyer will not occupy or cause or permit others to occupy the Property after closing.

23. Conditions to the Seller's Performance:

The Seller shall have the right, at the Seller's sole discretion, to extend the Closing Date or to terminate the Agreement if:

- (a) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) the Seller determines that it is unable or it is economically not feasible to convey good and marketable title to the Property insurable by a reputable title insurance company at regular rates;
- (c) a third party having an interest in the Property (or the loan that was secured by the Property) has requested that the servicing lender or any other party release the servicing of or repurchase such loan or the Property;

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(d) full payment of any Property, fire or hazard insurance claim is not confirmed prior to the Closing Date;

(e) any third party, whether tenant, homeowner's association or otherwise, exercises rights under a right of first refusal to purchase the Property;

(f) the Buyer is the former mortgagor of the Property whose interest was foreclosed or is related to or affiliated in any way with the former mortgagor, and the Buyer has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute a material breach under the Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or

(g) the Seller, at the Seller's sole discretion, determines that the sale of the Property to the Buyer, or any related transactions, are in any way associated with illegal activity of any kind.

In the event the Seller elects to terminate the Agreement as a result of (a), (b), (c), (d), (e) or (g) above, the Seller shall return the Buyer's earnest money deposit and the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

24. Seller's Remedies for Buyer's Default:

In the event of Buyer's material breach or material misrepresentation of any fact under the terms of the Agreement, (1) the Seller, at its option, may terminate the Agreement and retain the earnest money deposit and any other funds then paid by the Buyer as liquidated damages and/or invoke any other remedy expressly set out in the Agreement or available under applicable law, (2) the Seller is automatically released from the obligation to sell the Property to the Buyer and (3) Seller and the Indemnified Parties shall not be liable to the Buyer for any Claims arising out of or relating in any way to the Seller's failure to sell and convey the Property to Buyer. Upon termination of the Agreement under this Section 24, the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

25. Indemnification:

The Buyer agrees to indemnify, defend and hold harmless Seller and its affiliates, subsidiaries, parent company, representatives, agents, officers, directors, employees, attorneys, shareholders, servicers, tenants, brokers, predecessors, successors and assigns ("Indemnified Parties") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs and reasonable costs of investigation, litigation and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death and/or damages of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity ("Claims") arising from, in connection with, or in any way relating to:

(a) inspections or repairs made by the Buyer or its agents, representatives, brokers, employees, contractors, successors or assigns;

(b) the imposition of any fine or penalty imposed by any governmental entity resulting from the Buyer's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;

(c) claims for amounts due and owed by the Seller for real Property taxes, homeowner's association dues or assessment, or any other items prorated at closing under Section 16 of this Addendum, including any penalty or interest and other charges, arising from the proration of such amounts for which the Buyer received a credit at closing under Section 16 of this Addendum;

(d) the Buyer or the Buyer's tenants, agents or representatives use and/or occupancy of the Property prior to closing and/or issuance of required Certificates of Occupancy; or

(e) The Buyer's breach of or failure to comply fully with any provision in the Agreement.

✓ Buyer (initials) RP6 2-24-16
Seller (initials) _____

26. Risk of Loss:

In the event of fire, destruction, or other casualty loss to the Property after the Seller's acceptance of the Agreement and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or either Party may terminate the Agreement and, upon termination, the earnest money deposit shall be returned to Buyer unless such fire, destruction or other casualty loss is the result of actions by Buyer or its agents at the Property. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, the Buyer shall either (a) acquire the Property in its AS-IS condition at the time of such acquisition at the purchase price provided in Section 3 herein with no reduction for such loss or (b) terminate the Agreement and receive a refund of any earnest money deposit. Upon termination of the Agreement under this Section 26, the parties shall have no further obligation under the Agreement, except as to any provision that survives termination pursuant to Section 29 of this Addendum.

27. Eminent Domain:

In the event that the Seller's interest in the Property or any part thereof shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either Party may terminate the Agreement and the earnest money deposit shall be returned to the Buyer and neither Party shall have any further rights or liabilities hereunder, except as provided in Section 29 of this Addendum.

28. Keys:

Buyer is aware that the Property may be on a master key system. Buyer is encouraged to rekey the Property after closing. Buyer agrees to hold Seller and the Indemnified Parties harmless for any Claims relating in any way to any theft or damage of personal Property that occurs after the Closing Date.

29. Survival:

Delivery of the deed to the Property to the Buyer or the Closing Agent, as applicable, by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under the Agreement. Notwithstanding anything to the contrary in the Agreement, the provisions of Sections 1, 12, 13, 14, 16, 18, 19, 22, 24, 25, 26, 27, 29, 32, 40, 42, 43 and 46 of this Addendum, as well as any other provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.

30. Title and Closing:

The providers of title and escrow/closing services shall be designated by Seller, unless notified at or before Seller's Contract execution. Seller shall pay the policy premium for a state-specific standard owners policy of title insurance (without endorsements) issued by or on behalf of Seller's designated Title Company. Buyer is hereby notified that Landsafe Title Company is an affiliate of Seller. The Buyer may select his or her own closing agent and/or title company, thereby waiving Seller's Agreement to pay the premium for a state-specific standard owners policy of title insurance, which the Buyer would then be responsible for paying. If Buyer elects to select a different closing agent/title company, Buyer must provide the closing agent information via the Bank Real Estate Purchase Addendum or state-specific addendum as required. An amendment to the Agreement is required when the Bank Real Estate Purchase Addendum has already been executed.

✓ Buyer (initials) RPC 2-24-16
Seller (initials) _____

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31. Severability:

If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

32. Termination of Agreement:

If either Party terminates the Agreement when permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement pursuant to Section 29 of this Addendum.

33. Assignment of Agreement:

The Buyer shall not assign the Agreement. The Seller may assign the Agreement at its sole discretion without prior notice to, or consent of, the Buyer.

34. Modification and Waiver:

No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by the Buyer and the Seller. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.

35. Rights of Others:

The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

36. Counterparts and Facsimile:

The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine and authentic as an originally signed Agreement for all purposes, including all matters of evidence and the "best evidence" rule.

37. Headings:

The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.

38. Gender:

Unless the context otherwise requires, singular nouns and pronouns when used herein shall be deemed to include the plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

✓ Buyer (initials) LP6 2-24-16
Seller (initials) _____

39. Force Majeure:

Except as provided in Section 26 to this Addendum, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans or other means.

40. Attorney Review:

The Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

41. Notices:

Any notices required to be given under the Agreement shall be deemed to have been delivered when actually received (or refused) in the case of hand or overnight delivery or by fax with confirmation of transmission to the numbers below, or five (5) calendar days after mailing by first-class mail, postage-paid. All notices to the Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to the Buyer shall be deemed delivered, received and effective when sent to the Buyer or the Buyer's attorney or agent at the address or fax number shown below by one of the methods of delivery described herein.

42. Dispute Resolution:

At the request of either Party, any dispute arising under this Agreement shall be submitted to mediation before resorting to arbitration or court action. Mediation fees shall be divided equally and each Party shall bear his or its own attorney's fees and costs. Neither Party may require binding arbitration prior to commencement of court action, although the parties may mutually agree to such arbitration.

43. Effect of Addendum:

This Real Estate Purchase Addendum amends and supplements the contract and, if applicable, escrow instructions. In the event there is any conflict between this Addendum and the contract or escrow instructions or notice of other documents attached and made a part of the Agreement, the terms of this Addendum take precedence and shall prevail, except as otherwise provided by applicable law. The undersigned, if executing the Agreement on behalf of a Seller and/or a Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement and shall provide Seller with proof of such authority upon execution of the Agreement.

44. Initials:

Buyer and Seller agree to all of the terms in the Agreement whether any provision or page is separately initialed or not. For emphasis some sections or provisions in the Agreement contain a place for Buyer and/or Seller to separately initial, but the failure by Buyer or Seller to initial any section, provision, or page in the Agreement shall not affect the enforceability of any term or provision in the Agreement.

45. Entire Agreement:

The Agreement (including any disclosure of information on lead-based paint or hazards, and other disclosure

✓ Buyer (initials) RPG 2-29-16
Seller (initials) _____

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forms or notices required by law to be provided to Buyer) constitutes the entire Agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants and Agreements. Further, Buyer and Seller represent that there are no oral or other written Agreements between the Parties. All negotiations are merged into the Agreement, and no oral or written, express or implied, promises, representations, warranties, covenants, understandings, communications, Agreements or information made or provided by the Seller or Seller's employees, agents, representative or brokers, including, but not limited to any information on Seller's or Seller's agent or broker's websites, sales brochures or on the Multiple Listing Service shall be deemed valid or binding upon the Seller unless expressly included in the Agreement.

46. Attorneys' Fees, Court Costs and Legal Expenses:

In any action, proceeding or arbitration arising out of, brought under or relating to the terms or enforceability of the Agreement, the prevailing Party shall be entitled to recover from the losing Party all reasonable attorneys' fees, costs and expenses incurred in such action, proceeding or arbitration.

IN WITNESS WHEREOF, the Buyer and the Seller have entered into the Agreement effective as of the date it is executed by Seller as set forth below.

BUYER (S):

SELLER:

Signature: Robert P. Gillespie
Date: ON BEHALF OF GREEN POINT MANAGEMENT 2/24/16
Print Name: GREEN POINT MANAGEMENT
Address: 21380 Lorain Rd
Fairview Park, OH 44126
Telephone: 330-635-9717
Fax: _____

Bank of America, N.A. As Agent in Fact for:

By: RYAN CURTIS
Title: _____
Date: _____

BUYER (S):

Signature: _____
Date: _____
Print Name: _____
Address: _____

Telephone: _____
Fax: _____

✓ Buyer (initials) RRG 2-24-16
Seller (initials) _____

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BUYER'S AGENT:

Name: Chris Kaylor

Address: 29550 detroit rd 102

westlake OH 44145

Telephone: 330-840-1073

Fax: _____

SELLER'S AGENT:

Name: SCOTT COHARA

Address: 5685 RIDGE RD

PARMA OH 44129-4412

Telephone: 4408420999

Fax: 4402920281

BUYER'S ATTORNEY:

Name: _____

Address: _____

Telephone: _____

Fax: _____

SELLER'S ATTORNEY:

Name: _____

Address: _____

Telephone: _____

Fax: _____

CLOSER:

Company Name: _____

Contact Person: _____

Telephone: _____

Fax: _____

TITLE COMPANY:

Company Name: Stewart Title

Contact Person: STEWART REO TITLE

Telephone: 8552575195

Fax: _____

BANK OF AMERICA CLOSING CONTACT:

Escrow/Closing Officer Name: _____

Escrow/Closing Officer Phone No.: _____

Escrow/Closing Asst Name: _____

Escrow/Closing Asst. Phone No.: _____

✓ Buyer (initials) KPG 2-24-16
Seller (initials) _____



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/20/2005	200510901742	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

TITLE PLUS SERVICES, LLC
21380 LORAIN RD
FAIRVIEW PARK, OH 44126

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1534864

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

GREEN POINTE MANAGEMENT, LLC

and, that said business records show the filing and recording of:

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200510901742



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 11th day of April, A.D.
2005.

J. Kenneth Blackwell
Ohio Secretary of State

**OPERATING AGREEMENT
OF
GREEN POINTE MANAGEMENT, LLC**

THIS AGREEMENT is entered into and shall be effective as of the 20th day of aPRIL, 2005, by and among the persons executing this Agreement as Members, on the following terms and conditions.

SECTION 1
DEFINITIONS

For purposed of this Agreement, unless the context clearly indicates otherwise, (i) all of the capitalized words in this Agreement shall have the meanings set forth in the Appendix and (ii) all non-capitalized words defined in the Act shall have the meanings set forth therein.

SECTION 2
FORMATION

2.1 Organization. The Members have authorized the formation of the Company as an Ohio Limited Liability Company pursuant to the provisions of the Act and have filed Articles of Organization with the Ohio Secretary of State.

2.2 Agent. The Agent for service of process upon the Company is Michael DeJohn, whose address in the State of Ohio is 21380 Lorain Road, Fairview Park, OH. The Members may, from time to time, change the Agent by filing appropriate documents with the Ohio Secretary of State. If the registered agent ceased to act as such for any reason, the Members shall promptly designate a replacement Agent. The Members shall promptly file with the Ohio Secretary of State the documents required by the Act with respect to any change of the registered Agent or his address. If the members shall fail to designate a replacement registered agent or if the Members of the Agent fail to file the appropriate notice of a change of agent or his address, any majority Member may designate a replacement Agent or file a notice of change of agent or his address.

2.3 Principal Office. The principal office of he Company shall be located at: 508 Marks Road, Valley City, OH.

2.4 Purposes. Except as proved by the Act, the Company may pursue any purpose or purposes for which individuals may lawfully associate themselves.

2.5 Term. The term of the Company shall be perpetual unless it is dissolved pursuant to the provisions of Section 7.

2.6 Units/Shares. Each member will be given units of the company as designated on Exhibit A.

SECTION 3

RECORDS

3.1 **Records To Be Maintained.** The Company shall maintain the following records at its principal office:

- (a) A current list of the full names, in alphabetical order, and last known business or residence address of each Member;
- (b) Copies of the Articles, all amendments thereto, and executed copies of any powers of attorney pursuant to which the Articles or the amendments have been executed;
- (c) Copies of this Agreement, all amendments hereto, and executed copies of any powers of attorney pursuant to which this Agreement and such amendments have been executed;
- (d) Copies of the Company's federal, state and local income tax returns and reports, for the three (3) most recent years;
- (e) Copies of any financial statements of the Company for the three (3) most recent years;
- (f) Any other agreements or documents required by the Act or this Agreement.

SECTION 4 MANAGEMENT

4.1 **Management.** Control of the Company and all of its affairs shall be in Managing Member. The Managing Member shall be Robert Gillespie. Except as otherwise proved in this Agreement, Company business decisions may be made by any of the majority Members acting on behalf of the Company.

4.2 **Majority Vote.** No Members shall have the authority to do any of the following on behalf of the company without the majority Vote of the Members:

- (a) Assign, transfer, pledge, compromise, or release any claim of the Company except for full payment, arbitrate, or consent to the arbitration of any of its disputes or controversies;
- (b) Make, execute or deliver any contract to sell any of the Company's property, execute any note or mortgage, or encumber Company property;
- (c) Make, execute or deliver a lease, as lessor or lessee, of property;
- (d) Make, execute or deliver

SECTION 5

MEETINGS

5.1 Meetings. Meetings of the Members shall be held each year at the principal office of the Company or at such other place either within or without the state of Ohio as specified from time to time by the Members. If the Members shall specify a location other than the principal office of the Company, such change in location shall be recorded on the notice calling such meeting.

5.2 Special Meetings. Special meetings of the Members may be scheduled. Such special meetings shall be presided over by one of the Members chosen to preside at the meeting by vote of all the Members present. Special meetings may only be called by a majority of the Members.

5.3 Notice. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered, unless otherwise prescribed by the Act, not less than 10 days nor more than 50 days before the date of the meeting by or at the direction of any Member calling the meeting to each Member of record entitled to vote at such meeting.

5.4 Proxies. Proxies will not be accepted.

5.5 Majority Vote. An affirmative vote by or on behalf of the Members possessing at least fifty-one percent (51%) of the voting units of the Company shall be required to approve or disapprove any matter on which the members are entitled to decide, except as otherwise provided in this Operating Agreement or in the Act.

SECTION 6 MEMBER ACCOUNTS

6.1 Timing of Allocations and Distributions. Distributions shall be considered by the Members at the end of each calendar year, and shall be made at the times and in the manner set forth in writing from time to time in a resolution of the Members.

6.2 Distribution in Kind. A Member shall have no right to demand and receive any distribution from the Company in any form other than cash.

6.3 Losses. All losses will be shared equally among the Members.

6.3 Right of First Refusal. Each Member will be given a right of first refusal should another Member wish to sell their Units. The offer must be in writing and the Members will be given a 30 day option to purchase share from Member.

6.4 Additional Units. With the approval of the Members possessing fifty-one percent (51%) of the Units, the Company shall issue additional Units for sale to existing Members or other persons or entities (separately and together, "Additional Members"). Any such sale of Company Units shall be made in accordance with the Articles of

Organization and this Operating Agreement. As a condition to such issuance, Additional Members acquiring such Units shall execute the Articles of Organization, this Operating Agreement and all other documents and instruments as the Company may require and shall become Managers as regards such Units upon the date the last of such agreements are executed.

SECTION 7 **WINDING UP, SETTLEMENT & DISTRIBUTION**

Section 7.1 Wind-up and Reformation. Upon the occurrence of an event under Ohio Revised Code Section 1705.43, the Company shall be dissolved, unless within ninety (90) days following the occurrence of the dissolving event, Members owning fifty-one percent (51%) or more of the Units of the Company vote to continue the business of the Company. If the continuance of the Company is approved by or on behalf of the Members, the new Company shall be deemed formed without any further or additional documentation to effect such action and all Members and others owning Units shall automatically become participants in the new Company without any change in their respective rights and obligations. If continuance of the Company is not approved by the Members holding the requisite percentage of Units of the Company within said ninety (90) days, the Company shall promptly commence to wind up its affairs, including execution and filing the appropriate certificates and/or notices with the Ohio Secretary of State. Upon said filing with the Ohio Secretary of State, the Company shall cease to carry on its business, except insofar as may be necessary for the winding-up of its affairs.

Section 7.2 Authority to Wind-Up. In the event that winding-up is required hereunder, the winding-up activities shall be managed by the managers or a committee thereof, appointed for this express purpose.

Section 7.3 Settlement and Distribution. In settling accounts after dissolution, the assets of the Company shall be distributed as follows:

- (a) to creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company other than liabilities for distributions to Members; and
- (b) except as provided in this Operating Agreement, to Members and former Members of the Company in satisfaction of liabilities for distribution; and
- (c) except as provided in this Operating Agreement, to Members of the Company for the return of their Member account balances.

Section 7.4 Termination. Each of the members shall be furnished with a final accounting prepared by the Company's accountant as of the date of the complete liquidation. Upon completion of the distribution of the Company's property as provided in this Article, the Company shall be terminated, and the Members in charge of winding-up the Company's business shall take all such other actions as may be necessary to terminate the Company.

SECTION 8
AMENDMENTS

Section 8.1 Proposal of Amendments. Amendments to the Articles of Organization and this Operating Agreement may be proposed in writing by any Member or Members owning at least Fifty-One Percent (51%) of the Units.

Section 8.2 Amendments by Members. A proposed amendment shall be voted on at either the annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such votes shall be made as provided in the Operating Agreement. Upon the Members' approval of any amendment, all Members, whether or not they consented to such amendment, shall be deemed to have consented to and shall be bound by the terms and provisions thereof as if they had so consented.

SECTION 9
NON-DISCLOSURE AND NON-COMPETITION

Section 9.1 Non-Disclosure and Non-Competition Agreement. Each member shall agree to not disclose any business matters with any outside parties and shall be required to sign a Non-Disclosure and Non-Competition Agreement in a form attached as Exhibit B, incorporated herein by reference.

SECTION 10
NOTICES

Section 10.1 Notices. Any notice, payment, demand or communication required or permitted to be given hereunder shall be deemed to have been given when (i) delivered personally to the party to be notified, (ii) faxed to the party to be notified, with a confirmation of transmission, (iii) sent by telegram or cablegram to the party to be notified or (iv) deposited in the United States mail, postage prepaid, addressed as follows:

- (a) If to the Company, addressed to the Company's principal office;
and
- (b) If to a Member, addressed to such Member's address, which is contained in the Company's register of its Members.

Any party to this Operating Agreement may change such parties' address as set forth or referenced herein by written notice of the same to the Company.

SECTION 11

GOVERNING LAW

Section 11.1 Governing Law. This Operating Agreement shall be deemed to be made under and shall be construed in accordance with the laws of the State of Ohio.

Section 11.2 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be deemed invalid, illegal or unenforceable, the remainder of this Operating Agreement shall be enforced to the greatest extent permitted by law.

Section 11.3 Headings. All section or subsection headings, titles or captions contained in this Operating Agreement are used for convenience purposes only and shall not be deemed part of the substance of this Operating Agreement.

Section 11.4 Plurals and Pronouns. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural gender as appropriate.

SECTION 12 **ENTIRE AGREEMENT**

Section 12.1 Entire Agreement. The Articles of Organization and this Operating Agreement contain the entire understanding between and among the Members and supercede any prior understandings and agreements between and among them respecting the subject matter of the Articles of Organization and this Operating Agreement. If any of the matters covered by this Operating Agreement were performed or commenced by the Members prior to the execution of this Operating Agreement, this Operating Agreement shall be deemed to govern such prior actions as if the same were executed by the Members prior to such actions being undertaken.

SECTION 13 **COUNTERPARTS**

Section 13.1 Counterpart Execution. This Operating Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original. Each Member shall become bound by this Operating Agreement immediately upon such Member's execution hereof and independently of the execution hereof by any other Member.

IN WITNESS WHEREOF, this Operating Agreement is executed by each of the parties hereto as of the date first above written.

MEMBERS:


Robert Gillespie

EXHIBIT A
UNIT MEMBERSHIP

NAME

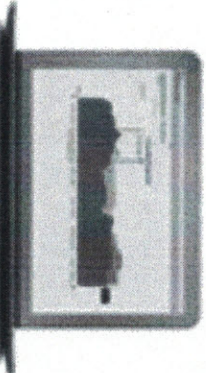
UNIT PERCENTAGE

Robert Gillespie

100%

Account Activity

Manage receivables and payables all in one place.
And project your future cash flow!



Try
On

Greenpointe Management, LLC XXXXXX4534

Available Balance: \$112,402.14

Show Account & Routing Number

Account Activity

Online Statements

Pending Transactions

Acc

Date	Description	Withdrawals	Deposits
02/19/2016	ONLINE BANKING TRANSFER	\$4,000.00	
02/17/2016	BELLINI ITALIAN BI CARD#3006	\$24.66	
02/15/2016	HOME DEPOT ZERO AU CARD#3006	\$1.00	

Avail:
Ledge
Pendi
Pendi