

**PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE**



1 **BUYER** The undersigned Green Pointe Management offers to buy the

2 **PROPERTY** located at 13203 Alvin Ave

3 City Garfield Heights, Ohio, Zip 44105

4 Permanent Parcel No. 546-35-136, 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 AS-IS SUBJECT TO POS

16 NOT included: _____

17
18 **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable, will become a
19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
20 _____ (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 \$ 21,000.00

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

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

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

34 Cash to be deposited in escrow \$ 20,000.00

35 Mortgage loan to be obtained by BUYER \$ 0

36 CONVENTIONAL, FHA, VA, OTHER CASH

37
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
Page 1 of 6

SELLER'S INITIALS AND DATE

RK 3-22-16
BUYER'S INITIALS AND DATE

© Form 100

" Per Sec 19 of the Lakeside Real Estate Purchase and Sale Agreement this document is superseded by the Lakeside Real Estate Purchase and Sale Agreement "

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 _____ (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 _____
242 are made part of this AGREEMENT. **The terms and conditions of any addenda supersede any conflicting**
243 **terms in the purchase AGREEMENT.**

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 April 28, 2016, and title shall be
49 transferred on or about April 28, 2016 AS SOON AS

50 **POSSESSION** SELLER shall deliver possession to BUYER on title transfer (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 \$ _____ 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 OHIO Real 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,

RLC 3-28-16

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 _____

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 \$ _____ 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** (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 Final walk thru prior to closing.

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

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association
Revised May 1, 2000

Page 3 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE dlc 3-26-16

© Form 100

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 HG (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.



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: 13203 Alvin Ave. Garfield Heights, OH 44105
Buyer(s): Green Pointe Management
Seller(s): _____

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 Mike Wallace AGENT(S), and Re/Max Real Estate Co. 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.

<u>[Signature]</u> BUYER/TENANT	<u>3/26/16</u> DATE	SELLER/LANDLORD	DATE
<u>Green Pointe Management</u> BUYER/TENANT	<u>3/26/2016</u> DATE	SELLER/LANDLORD	DATE

DEPARTMENT OF COMMERCE



RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials CM Date _____
Owner's Initials _____ Date _____

Purchaser's Initials RPG Date 3-28-16
Purchaser's Initials _____ Date _____



2013

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 13203 Alvin Ave Garfield Heights

Owners Name(s): Mountainside Realty Ventures, LLC

Date: 2016

Owner [] is [] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: Never Occupied Property

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes [] No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Private Sewer, Septic Tank, Leach Field, Aeration Tank, Filtration Bed, Unknown, Other

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes [] No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [] Yes [] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials Date Owner's Initials Date

Purchaser's Initials Date Purchaser's Initials Date

Property Address _____

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials CM Date _____
Owner's Initials _____ Date _____

Purchaser's Initials APC Date 3-25-16
Purchaser's Initials _____ Date _____

Property Address _____

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No

If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain? Yes No Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____

List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No

If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property? Yes No Yes No

1) Boundary Agreement

2) Boundary Dispute

3) Recent Boundary Change

4) Shared Driveway

5) Party Walls

6) Encroachments From or on Adjacent Property

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: _____

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials CM Date _____
Owner's Initials _____ Date _____

Purchaser's Initials APG Date 3-25-16
Purchaser's Initials _____ Date _____

Property Address _____

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:  DATE: _____

OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: Robert P. Gillespie DATE: 3-26-16
managing partner on behalf Greenpointe Management

PURCHASER: _____ DATE: _____

[My Accounts](#)

[Transfer Funds](#)

[Pay Bills](#)

[Alerts](#)

[Business Tools](#)

[Summary](#)

[Account Activity](#)

Account Activity

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



Rob The House Guy, LLC XXXXXX2447

Available Balance: \$91,264.16 ⓘ

[Show Account & Routing Number](#)

[Account Activity](#)

[Online Statements](#)

Pending Transactions

<i>Date</i>	<i>Description</i>	<i>Withdrawals</i>	<i>Deposits</i>	<i>Avz</i>
03/23/2016	ACH DEBIT CAPITAL ONE	\$346.64		Lec
03/22/2016	CLEVELAND PARK PLA CARD#9529	\$90.00		Per
03/22/2016	LOOPNET INC CARD#9529	\$87.95		Per

Real Estate Information Sheet

Property Address:

Town: 13203 Alvin Ave.
Village: Garfield Heights, G# 44105
Parcel/Map No.: _____

SELLER INFORMATION

Seller(s):
Name(s):

Home Address:

Telephone: H:
W:
C:

Email:

Real Estate Agent for Seller:

Name:
Agency:
Address:

Phone:
Email:

Settlement Company:

Company Name:
Closer Name:
Email:
Phone:

BUYER INFORMATION

Buyer(s): Green Pointe management
Name(s): Robert P. Gillespie
Home Address: 21380 Lorain Rd
Fairview Park, OH 44126

Telephone: H: same
W: 330-635-9717
C: same

Email: rob@robthehouseguy.com

Real Estate Agent for Buyer:

Name: Christopher Kaylon
Agency: Realty Trust Services
Address: 29550 Detroit Rd
Suite 102
Westlake OH 44145

Phone: 330-840-1073
Email: chris C kaylon@gmail.com

Buyer Attorney:

Firm Name:
Attorney Name:
Email:
Phone:

Property ID: 28800

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement"), as hereinafter defined, is executed as of 3/25/2016 ("Effective Date") by and between Mountainside Realty Ventures, LLC ("Seller") and Green Pointe Management ("Buyer" - this is how buyer name will appear on deed)

1. PROPERTY

Seller, in consideration of Purchase Price (defined below) hereby agrees to sell, transfer and convey, and Buyer hereby agrees to purchase, the Property commonly known as:

Parcel Number: 546-35-136
Property Address: 13203 ALVIN AVE. GARFIELD HEIGHTS, OH 44105
Subject to the encumbrances and exceptions contained in this Agreement.

2. PURCHASE PRICE

The total purchase price of twenty one thousand Dollars and 00/100 (\$21,000) is payable by Buyer as follows ("Purchase Price"):

- a. Earnest Money Deposit to be paid to Escrow Agent, defined in Section 4(a), on the execution of this Agreement ("Deposit")
 \$ 1,000
- b. Seller may terminate purchase agreement if Deposit is not received by escrow agent within three days of final signed purchase agreement
- c. Balance Due at Closing \$ 20,000
- d. TOTAL \$ 21,000

3. FINANCING

The transaction that is the subject of this Agreement: (check one)

- is a Cash transaction
 - is is not, contingent on Buyer obtaining financing for the purchase of the Property.
- If the transaction is contingent on financing, the type of financing shall be the following: (check one)

- Conventional
- FHA
- VA
- Hard Money Lender
- Other

(specify): CASH

RPC 3-25-16

If this transaction is contingent on financing, Buyer shall apply for a loan in the amount of _____ (\$_____) with a term of ____ () years, at prevailing rates, terms, and conditions. Buyer shall complete and submit to a mortgage lender of Buyer's choice an application for a mortgage loan containing the terms set forth in this Section 3 within five (5) calendar days of the Effective Date, and shall use diligent efforts to obtain a mortgage loan commitment by _____. If, despite Buyer's diligent efforts, Buyer cannot obtain a mortgage loan commitment by the specified date, Buyer shall notify Seller in writing and then either Buyer or Seller may terminate this Agreement by giving written notice to the other party. 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 this Agreement under this Section 3, the Deposit shall be returned to Buyer. Buyer agrees to cooperate and comply with all requests for documents and information from Buyer's chosen lender during the loan application process. Failure of Buyer to comply with such requests from the lender that results in the denial of the mortgage loan will be a breach of this Agreement and Seller shall be entitled to retain the Deposit.

- (a) Any change of the terms of Buyer's financing, including but not limited to any change in Buyer's lender, after financing negotiations have been completed may, at Seller's sole discretion, require renegotiation of the terms of this Agreement. Seller shall have the right to terminate this Agreement in the event there is a change in Buyer's financing or choice of lender.
- (b) Buyer shall ensure that the lender selected by Buyer to finance Seller's purchase under this Agreement shall deposit the funds necessary to close with the Escrow Agent as of the Closing Date. Buyer shall further ensure that the selected lender shall provide all lender-prepared closing documentation to Escrow Agent no later than 48 hours prior to the Closing Date. Any delays in closing as a result of Buyer's selected lender shall be the responsibility of Buyer.

4. TITLE AND CLOSING SERVICES

- (a) Buyer will obtain title and escrow services from (check one):

Ohio Real Title Agency, Inc. If Buyer selects this option, Seller shall pay for the owner's and lender's title insurance policies. Buyer and Seller agree that Seller's payment of the title insurance products is limited to the amount that Seller would pay Ohio Real Title Agency, Inc. under Seller's agreement with Ohio Real Title Agency, Inc. for a basic residential and lender's title insurance policy or their equivalent.

Other escrow closing and title provider. If Purchaser selects this option, Purchaser shall bear the expense for all the title insurance costs associated with the transaction, regardless of local custom, requirement, or practice. Within fourteen (14) calendar days from the Effective Date of this Agreement, Buyer shall, at Buyer's expense, have the right to obtain a title commitment and review same. Buyer shall bear the cost of any owner's or lender's title insurance policy.

For the purposes of this Agreement, the provider selected under this Section 4(a) is defined as "Escrow Agent."

RP6 3-25-16

5. PERSONAL PROPERTY AND FIXTURES

Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes, and garage and door openers, now or hereafter located on the Property, are not included in this sale or the Purchase Price unless specifically described and reference at the end of this Section. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. 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 at the closing. Buyer agrees that Seller shall have no liability for any claim or losses that Buyer or Buyer's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to such personal property. Any items of personal property remaining after the sale of the Property are deemed to add no value to the transaction and are not part of the actual transaction, and are given to Buyer in "AS IS, WHERE IS" condition with no seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.

6. DATE OF CLOSING AND CONDITION OF PROPERTY

- a. The closing of this transaction, i.e., the date of title transfer, shall occur on or before 4 / 28 / 2016, ("Closing Date"). Buyer hereby agrees at the date of closing Buyer shall accept the Property in its "AS IS, WHERE IS" condition, notwithstanding the existence of any defects known or unknown, latent or otherwise.
- b. Seller will convey title by Limited Warranty Deed, free and clear of all known liens and encumbrances whatsoever, except restrictions, reservations, easements, and conditions of record, zoning ordinances, if any, and taxes and assessments, both general and special, that are a lien but not yet due and payable. Buyer, for himself/herself/themselves, and their respective heirs, administrators, executors, personal representatives, successors and assigns, agree(s) to defend, release and hold harmless Seller and Seller's officers, directors, employees, agents, successors, and assigns from all claims, losses, causes of actions, lawsuits, damages, judgments, injury, third party claims, and other liability of any nature arising out of or related to the condition of the Property.
- c. Time is of the essence of this Agreement. Buyer agrees to use Buyer's best efforts to meet the designated Closing Date. In the event the closing extends beyond the designated Closing Date through no fault of Seller, Buyer hereby agrees to pay Seller the sum of \$100.00 (One Hundred Dollars) for each day the closing is delayed beyond the designated Closing Date; this sum shall be in addition to any rent that may be due under the terms of any temporary residential lease agreement in effect. Any and all extensions of the designated Closing Date must be in writing and pre-approved by the Seller. Notwithstanding anything to the contrary stated herein, it is understood and agreed that Seller shall retain the right to cancel this Agreement and pursue the remedies set forth in Section 12 hereof, if Buyer fails to meet the designated Closing Date. The sale may not close in escrow without the prior written consent of Seller.
- d. Buyer is responsible for the installation of new locks on the Property immediately upon closing and Buyer shall hold Seller and Seller's representatives harmless and indemnify Seller and Seller's representatives from and against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that

may be made against Seller as a result of Buyer's failure to install new locks on the Property at Closing.

7. NO REPRESENTATIONS BY SELLER

Buyer acknowledges that Seller acquired the Property either as a result of a sheriff's deed or property tax lien foreclosure action (or such similar action). Accordingly, Buyer acknowledges and agrees that Seller, its agents, employees and representatives have not made any representations or warranties, express or implied, relating in any manner whatsoever with respect to the condition of the Property. Buyer further acknowledges and agrees that Buyer has not and is not relying on any statements or representations, whether oral or written, made by Seller or Seller's agents as to the condition of the Property and/or to any improvements thereon, including, but not limited to, any and all issues arising out of or related to (I) the condition, structural soundness, functionality or operability of any heating and/or air conditioning systems, sewage systems, roof, foundations, termites or other pests, soils, septic, lot size, appliances, plumbing systems, electrical systems or other utilities; (II) the suitability of the Property and/or its improvements for a particular purpose; and/or that the improvements are structurally sound and/or in compliance with all applicable federal, state and local laws, rules and regulations.

8. INSPECTION CONTINGENCY:

 Inspection Period waived. Inspection Period not waived.

- a. Buyer is responsible for all due diligence with regard to the property during inspection period. This includes due diligence with regard to liens, encumbrances, restrictions, reservations, easements, and conditions of record, zoning ordinances, taxes, and assessments, water, and sewer. If any defect are found in the 7 day inspection period buyer can renegotiate offer. After 7 day period earnest money will be non-refundable.
- b. Buyer, or a licensed home inspector engaged by Buyer, may conduct a home inspection, at Buyer's expense, on or before seven (7) calendar days after the Effective Date. Buyer shall also have the right to conduct a pest inspection by a licensed pest control company, showing the Property to be free of all infestation and damage caused by wood-destroying organisms. If the estimated cost of treatment or repair resulting from the inspections is equal to ten (10%) percent or greater of the total Purchase Price, Seller shall have the option to terminate this Agreement and return the Deposit to Buyer. If Buyer fails to inspect within seven (7) calendar days after the Effective Date and does not close, the Deposit shall become non-refundable and shall be disbursed to Seller by the Escrow Agent upon receipt by the Escrow Agent of written notice from Seller of Buyer's failure to close. It is further agreed and understood that in the event the Property must be de-winterized in order to inspect, Buyer, at its own expense, must re-winterize the Property upon completion of inspections. In no event shall any inspections be made by any building or zoning inspector or government employee without the prior written consent of Seller.

- c. If Buyer fails to inspect the Property, such failure shall not under any circumstances alter, change or impair the understanding and agreement made between Seller and Buyer as set forth herein. Failure to inspect within the seven (7) calendar period allowed will result in the Deposit being rendered non-refundable.
- d. Should any lender, insuring entity or agency require that certain repairs be made to the Property or that any other conditions be met, Seller shall have the sole and exclusive right to either (i) comply with such requirements; or (ii) terminate the Agreement upon written notice to Buyer. In the event Seller terminates the Agreement, Seller shall promptly cause Escrow Agent to refund the Buyer's Deposit and Seller shall have no further obligations to the Buyer whatsoever and the Agreement shall be deemed null and void and of no further force or effect.
- e. In addition, in the event any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Agreement at which time Seller shall promptly refund the Buyer's earnest money and Seller shall have no further obligations to the Buyer whatsoever and the Agreement shall be deemed null and void and of no further force or effect.

9. CLOSING COSTS

Subject to the provisions of Section 4(a), Buyer will pay all closing costs.

10. REAL PROPERTY TAXES AND UTILITY BILLS

Seller to pay all taxes and assessments due and payable as of the Closing Date. If the Escrow Agent cannot obtain the current water and sewer bills prior to closing for payment on the HUD, the water and sewer bills may be paid by the Seller outside of escrow through the Closing Date.

11. PRORATIONS

There shall be no proration at the closing of this transaction.

12. DEFAULT

- a. If Seller fails to perform under the terms of this Agreement, Buyer shall be entitled to terminate this Agreement and receive the return of the Deposit as Buyer's sole and exclusive remedy. If Buyer fails to perform for any reason, all lender's fees, attorney's fees and closing costs incurred, whether the responsibility of Buyer or Seller, will be paid by Buyer, and Seller will be entitled to the Deposit as liquidated damages for, among other things, the additional cost of carrying the Property and lost marketing time which the parties acknowledge and agree are difficult to calculate. The parties further specifically acknowledge and agree that such liquidated damages shall not be construed or deemed to constitute a penalty and the right given to Seller to retain the Deposit shall not constitute Seller's sole and exclusive remedy. In the event that litigation or mediation is required with respect to enforcing or interpreting this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

- b. For purposes of this section, if this transaction is designated by Buyer as a cash transaction in Section 3 above, it is expressly understood that Seller will be materially relying on such representation. As such, if Buyer subsequently elects to purchase the Property via third-party financing rather than cash as previously agreed, then Buyer's failure to close a cash transaction shall constitute a default by Buyer thereby entitling Seller to the liquidated damages referenced above.

13. INDEMNIFICATION

Buyer, for itself and its heirs, executors, administrators, personal representatives, successors and assigns, agrees to indemnify, defend and hold harmless Seller, its affiliates, parent, tenants, agents, employees, successors, assigns, and contractors, from and against any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, (including reasonable attorneys' fees) which may be imposed upon, incurred by or asserted against Seller, its affiliates, parent, tenants, agents, employees, successors, assigns, and contractors arising out of or related to any and all inspections made by Buyer, its agents, contractors or employees including, but not limited to, (i) any and all property damage to the Property or to any adjoining property; and (ii) any and all personal injuries to Buyer or any other person(s).

14. REAL ESTATE BROKER COMMISSIONS

The total real estate broker commission payable by Seller pursuant to this sale, if applicable, shall be based upon the net purchase price (i.e. net of any and all Seller concessions) and consistent with the separate Listing Agreement with the real estate broker. Escrow Agent is authorized and directed to pay such commission from the sale proceeds at closing pursuant to the terms of the Closing Instructions (or similar form) to be provided by Seller. In no event shall any real estate broker commissions be deemed earned and payable until the closing of the purchase and sale is consummated; title passes to Buyer; and Seller receives proceeds of the sale.

15. WAIVERS

As a material consideration to Seller entering into this Agreement with Buyer, Buyer expressly waives (i) the remedy of specific performance on account of Seller's default under this Agreement; (ii) any right otherwise to record or file a *lis pendens* or a notice of pendency of action or similar notice against all or any portion of the Property; (iii) the right to invoke any other equitable remedy that may be available that, if invoked, would prevent Seller from conveying the Property to a third party purchaser; (iv) any claims or losses relating to Environmental Conditions (as defined below) affecting the property; (v) any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the Property or search of the public records. In the event that Buyer breaches any of the representations, warranties, and covenants described or contemplated under this paragraph and a court finds that such action is without merit, Buyer shall pay all reasonable attorney's fees and costs incurred by Seller in defending such action.

16. ENVIRONMENTAL CONDITIONS

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties 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, respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been

reported to cause extensive damage to personal and Property. Mold may have been removed or covered in the course of cleaning or repairing the Property. The Buyer acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the result of the cleaning, repairs or remediation. Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representation of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

17. CITY INSPECTION ISSUES

Buyer agrees to be responsible for any remedial issues required in any applicable municipal code or in the inspection report (if applicable per the municipality in which the property is located), and hereby holds Seller and Seller's agent harmless for any omissions or subsequent conditions/changes in requirements for physical condition of the Property. Buyer agrees to sign any Seller city-required documents regarding responsibility for remedial issues. In the event that as a result of a "point of sale" inspection, the local municipality declines to permit the closing of the transaction contemplated herein because of Buyer's failure to comply with this Section 15, Seller may elect to terminate this Agreement by written notice to Buyer, and the Deposit shall be nonrefundable and shall be paid to Seller by Escrow Agent upon receipt of written notice to Escrow Agent from Seller of the inability to close this transaction due to the conditions set forth in this section..

18. MISCELLANEOUS

- a. Assignability. Buyer may not assign or transfer this Agreement without prior written consent of Seller, which Seller may exercise in Seller's sole discretion. Any such attempted assignment without prior written consent of Seller shall be void and without effect.
- b. Performance. The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of this Contract in its entirety.
- c. Severability; Governing Law. If any term or condition of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term or condition to any other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law. This Agreement shall be construed according to the law of the State of Ohio.

19. NOTICES

Any notices required to be issued pursuant to this Agreement shall be sent to the addresses of the parties set forth below their signatures, by hand delivery, recognized overnight courier requiring written receipt of delivery, or by certified mail, return receipt required.

20. SUPERSESSON

In the event the terms of this Agreement are inconsistent with any other agreement related to the sale of the Property, the terms of this Agreement shall prevail.

SELLER:

Mountainside Realty Ventures, LLC

By: _____
It's Authorized Signatory

Date: ___/___/201__

Seller Address: _____

Phone: _____

Tax I.D. Number: _____

Date: _____, 201__

BUYER:

Green Pointe Management

By: _____

Date: 3/26/2016

Buyer Address: 21380 Lohain Rd
Fairview Park, OH 44126

Phone: 330 635 9717

Tax I.D. Number: 26-1628768

Date: 3-26, 2016