



PURCHASE AGREEMENT  
OFFER, RECEIPT AND ACCEPTANCE

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

2 **PROPERTY** located at 5010 1/2 Russell

3 City PARMA, Ohio, Zip 44134

4 Permanent Parcel No. 443-32-083, 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

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 \$ 20,000

24 Payable as follows:

25 Earnest money paid to Broker will be deposited in a non-  
26 interest bearing trust account and credited against  
27 purchase price. \$ 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 \$ 19,000

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.

SELLER'S INITIALS AND DATE

RL 7-15-16  
BUYER'S INITIALS AND DATE

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 July 30, 2016, and title shall be  
49 transferred on or about July 30, 2016.

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 ( 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 All Real estate Solutions  
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)<sup>®</sup> 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 \$ 200.00 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** X APG (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

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SELLER'S INITIALS AND DATE

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

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

157 Yes No

158   **PESTWOOD 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 2-15-16

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

244 Green Pointe management 21380 Lorain Rd Fairview Park, OH 44126  
245 (BUYER) (ADDRESS AND ZIP CODE)

246 M ---> 330 635 9717 ---> 7-15-16  
247 (BUYER) managing partner (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 \$1,000 percent (    %)  
253 of the purchase price to REALTY TRUST SERVICES (Broker)  
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)  
255 and PER LISTING percent (    %) 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.

Multiple Listing Information	
270 <u>CHRIS D. SCHLENKERMAN</u>	<u>2003005232</u>
(Listing agent name)	(Listing agent license #)
272 <u>HOWARD HAWNA</u>	<u>2968</u>
(Listing broker name)	(Listing broker office #)
274 <u>Christopher Kaylor</u>	<u>2011003065</u>
(Selling agent name)	(Selling agent license #)
276 <u>Realty Trust Services</u>	<u>9165</u>
(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: 5010 1/2 Russell Ave Parma, OH 44134  
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 Chris D. Schlenkerman AGENT(S), and Howard Hanng 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.

[Signature]  
BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
Green Pointe management 7-15-16  
BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_  
SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_



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



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

THIS AGREEMENT is entered into and shall be effective as of the 20<sup>th</sup> 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 amount 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.

**EXHIBIT A**  
**UNIT MEMBERSHIP**

**NAME**

**UNIT PERCENTAGE**

Robert Gillespie

100%

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

**MEMBERS:**

  
Robert Gillespie



# With Efficiency, Control, and Insight



Ins

**Rob The House Guy, LLC XXXXXX2447** ▼

Show Account & Routing Number

Available Balance: **\$28,861.30** ⓘ

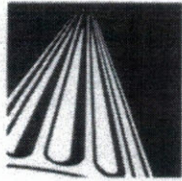
**Account Activity** | [Online Statements](#) | [Documents](#) New

## — Pending Transactions

Date	Description	Withdrawals	Deposits
07/01/2016	MISCELLANEOUS WITHDRAWAL	\$35.00	
07/01/2016	ACH DEBIT BKCD PROCESSING	\$50.84	

## Account Summary

Available Balance: ⓘ  
Ledger Balance: ⓘ  
Pending Withdrawals:  
Pending Deposits:



**Realty Trust  
Services**



### Promissary Note

Promissory Note

\$ 1,000. Date 8-15-16


4 days from acceptance

ON DEMAND after date, \_\_\_\_\_ promise to pay to the order of  
 REALTY TRUST SERVICES

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with interest at ZERO percent per annum for a valuable consideration, the receipt  
 and sufficiency of which is hereby acknowledged.

DUE DATE  
 ON DEMAND

 Robert P. Colepian  
Greenpointe management

Approved forms - The Cleveland Area Board of REALTORS®