



ESCROW/CLOSING AGENT, TITLE INSURANCE COMPANY AND COST ADDENDUM

This Addendum is attached to and made part of the residential real property purchase and sale agreement (the "Agreement") for 1564 WINCHESTER AVE, LAKEWOOD, OH 44107 (the "Property") between the undersigned Buyer(s) and the Seller described in the original Agreement.

OPENING OF ESCROW: In consideration of Seller paying for and providing an owner's policy of title insurance, Seller and Buyer shall open an escrow account related to the Agreement, for the sale of the Property, with the following "Closing Agent":

ESCROW HOLDER/CLOSING AGENT:

LandCastle Title, LLC a Division of Chicago Title
(Company Name)
4860 Robinhood Drive
(Street Address)
Willoughby, OH 44094
(City/State/Zip)
Nicole Zele
(Contact Name)
Telephone: 440-742-7045
Email: mailto:Nicole.Zele@fnf.com

Escrow shall be "open" upon the occurrence of the following: (A) Closing Agent has received the Agreement executed by Buyer and Seller; and (B) Closing Agent has received the earnest money deposit from Buyer, which must be deposited within two (2) business days from Seller's conditional acceptance of the offer.

TITLE INSURANCE COMPANY: At least five (5) days prior to the date ("Closing Date") set in the Agreement for the closing of the transaction ("Closing"), Closing Agent shall provide to Buyer or Buyer's counsel, a commitment for owner's title insurance policy ("Owner's Policy") issued by a licensed title insurer for the state in which the Property is located, with legible copies of instruments listed as exceptions attached to the title commitment. After Closing, Closing Agent shall obtain an Owner's Policy and deliver it to the Buyer.

COSTS:

- A. SELLER'S EXPENSES: Seller shall pay the premium for the Owner's Policy, a title search fee and other customary seller's closing fees. Seller's share of prorations, as applicable, and any documentary transfer tax that may be imposed by the county or city where the Property is located, to the extent that they are Seller's responsibility under State law; if Buyer receives any refund of any such taxes, assessments or fees after the Closing, Buyer will immediately remit the refund to Seller. Seller will not pay for a survey or an abstract of title. Seller shall not be responsible for any amounts due, paid, or to be paid after the Closing. Closing Agent is hereby authorized to pay from Seller's proceeds Seller's expenses set forth in this Section.
B. BUYER'S EXPENSES: Buyer shall pay all costs of credit reports, loan fees, loan points and other costs of obtaining any mortgage loan for the Property (except for the owner's policy of title insurance), and other customary Buyer closing fees, unless otherwise required by law or agreed to in writing by Seller. If Buyer wishes to obtain a survey, municipals searches, an abstract, an attorney title opinion, or other review of title (collectively, "Title Review"), Buyer will be responsible for ordering the applicable Title Review and will be responsible for its cost. Buyer acknowledges that if any Title Review is not completed by the Closing Date, Buyer must complete the Closing nonetheless; any results of any such Title Review will not be considered a contingency to Buyer's performance at Closing. Buyer shall pay any premium of a mortgagee title policy. With respect to the purchase of any mortgagee title policy, Buyer specifically acknowledges the following:
a. This Agreement in no way limits Buyer's right to obtain a mortgagee's title policy from any title company of Buyer's choosing.
b. Buyer understands that Seller is obtaining an owner's title policy and that Buyer may, at his own option, incur less expense by obtaining a mortgagee title policy from the same title company.
c. Any costs savings or other benefit that may accrue to Buyer as a result of Buyer's purchase of a mortgagee's title policy from the same title company selected by Seller to issue the owner's title insurance policy in no way abrogates Buyer's right to obtain mortgagee's title insurance from any title company of Buyer's choosing.
d. Buyer has not been penalized or rewarded by Seller for Buyer's decision to purchase a mortgagee's title policy from any title company of Buyer's choosing.
e. Seller has not in any manner directly or indirectly required Buyer, as a condition of sale to purchase a mortgagee title policy from any particular title company.

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**NOTICE TO BUYER:**

Buyer is entitled to legal representation at the Closing, but in any such representation will be at Buyer's own expense. The Closing will be held at the Closing Agent selected by Seller. Buyer shall notify Seller, in writing, within ten (10) business days after receipt of the initial title search, of any objections to title. If there should appear any valid objections to title as described in items (i) through (iii) below, Seller shall have ninety (90) days within which to remove same. If in the opinion of Seller the objections cannot be removed or are deemed to costly to do so, Seller shall have the option of returning to Buyer the monies paid to Seller on account of this contract and the parties hereto shall be mutually released.

It is Seller's intent to deliver owner's title insurance policy in lieu of an abstract in the customary abstract states. Buyer hereby accepts title insurance in lieu of an abstract if applicable. In the event there is a requirement for the abstract to be updated, the associated expense will be a Buyer expense on the HUD-1 Settlement Statement.

Buyer agrees to accept a title such as any licensed title insurer for the state in which the Property is located will approve and insure, subject to the exceptions and conditions contained in this contract. A policy shall be deemed acceptable if it shall insure: (i) in case of encroachments not herein mentioned, the building or the portions thereof which encroach may remain undisturbed so long as the building stands; (ii) in case of other covenants, easements, agreements, and restrictions of record not previously excepted, that they are not violated by the structure or its existing use; and (iii) in the case of transfer, inheritance, estate, franchise, dissolution, license, or similar taxes, charges or liens of any nature not previously excepted, that the collection shall not be enforced against the Property.

**ACKNOWLEDGMENT:**

The undersigned Buyer(s) authorize and direct any title company or escrow agent providing services in connection with this transaction to furnish a copy of any HUD-1 Settlement Statement generated in connection with the closing of this transaction, whether unsigned or signed by the parties, showing both Buyer's and Seller's sides of the transaction to Seller. Buyer acknowledges that Seller has not directly or indirectly, as a condition to selling the Property that title insurance covering the Property be purchased by Buyer from any particular title company.

*I plan Group Agent for Custodian of the Agency*

(Signature)

*Amey Gary 10-24-16*

(Signature)

COUNTER OFFER

to proposed purchase and sale agreement ("Original Offer")

This Counter Offer to the proposed purchase and sale agreement ("Counter Offer") is made as of Seller's signature date indicated below by and between **Kondaur Capital Corporation, as Separate Trustee of Matawin Ventures Trust Series 2015-1** ("Seller") and **iPlanGroup Agent For Custodian FBO ANUP GARG ROTH** ("Buyer") for the purchase and sale of the residential real property, including improvements ("Property") described in Section 1.a below. When this Counter Offer is fully executed, this Counter Offer, and any documents described in this Counter Offer as incorporated by reference, will constitute the "Agreement".

No provision of the Original Offer will be valid unless expressly incorporated into this Counter Offer; provided that this Agreement will be deemed to incorporate all provisions of the Original Offer that are required by applicable state and local law, if not otherwise included in this Agreement. In the event any provision of the Counter Offer conflicts in whole or in part with the terms of the Original Offer, the provisions of this Counter Offer will prevail.

Therefore, Seller and Buyer agree as follows:

1. **PRINCIPAL AGREED TERMS:**

- a. Property: **1564 WINCHESTER AVE, LAKEWOOD, OH 44107**
- b. Purchase Price: **\$30,000**
- c. Deposit: **\$1,000** to be deposited with Deposit Holder, **LANDCASTLE TITLE, LLC**
- d. Closing Date: **November 17, 2016**
- e. Contingency Period:
  - i. Attorney Review Contingency: **3 days after the Acceptance Date (6.c)**
  - ii. Inspection Contingency: **0 days after the Acceptance Date (6.d)**
  - iii. Appraisal Contingency: **0 days after the Acceptance Date (6.e)**
  - iv. Financing Contingency: **0 days after the Acceptance Date (6.f)**
  - v. Title Contingency: **5 days from receipt of title commitment/preliminary title report (6.g)**
- f. Financing (check one):  FHA  VA  RHA  Conv.  Cash only  
 Other \_\_\_\_\_ (6.f)
- g. Closing Cost Credit **Up to \$0 (7.a)**

2. **EXECUTION:**

- a. Buyer has offered to purchase the Property on (or before) the closing date described in Section 1.d above (as may be modified in Sections 5 and 6.a.iii(2), "Closing Date") for the Purchase Price described in Section 1.b.
- b. Seller may continue to solicit and consider offers for the Property from any person until the Acceptance Date.
- c. The date that both Seller and Buyer have executed this Counter Offer will be the "Acceptance Date" of the Agreement.

3. **DEPOSIT:**

- a. Within three (3) business days after the Acceptance Date, Buyer must deliver the Deposit to the Deposit Holder described in Section 1.c above. Buyer must pay the Deposit funds by wire or certified check issued by any federal or state insured depository institution within the United States.
- b. The Deposit will be non-refundable, unless i. Seller or Buyer terminates the Agreement under a provision specifically permitting the refund of the Deposit, or ii. Seller defaults by failing to convey title to the Property on the Closing Date.
- c. Except as otherwise described in this Counter Offer, if the Closing does not occur on the Closing Date, Seller may retain the Deposit as liquidated damages.
- d. The Deposit will not bear interest, unless otherwise required by applicable law.



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- e. Seller's designated Deposit Holder (as designated in Section 1.c) will generally be either Seller's listing brokerage or closing agent as described on the Seller's *Escrow/Closing Agent, Title Insurance Company and Cost Addendum* which, if and when fully executed, is incorporated into this Agreement by this reference.

**4. CLOSING DATE AND POSSESSION:**

- a. Buyer must submit its Closing funds by wire transfer. Closing must occur, and wired funds must be received by Seller, on the Closing Date. "**Closing**" means the completion of both of the following i. the delivery of a deed for the Property for recording, and ii. the receipt by Seller of the entire purchase proceeds to which it is entitled under the Agreement.
- b. Buyer may occupy or otherwise possess the Property only after Seller's receipt of the closing funds.
- c. Except as otherwise described in this Agreement, if the Closing does not occur by the specified Closing Date or by the date described in a Seller-approved written extension, the Agreement is automatically terminated.

**5. EXTENSION OF CLOSING DATE:**

- a. Buyer and Seller may agree in writing ("**Extension Addendum**") to extend the Closing Date described in this Agreement.
- b. Any such extension may require immediate payment and additional daily payments directly to Seller ("**Extension Fees**"), in the amount described in the Extension Addendum.
- c. Any Extension Fees will be nonrefundable. If the Closing does not occur, any unpaid Extension Fees will be paid to Seller out of the Deposit, despite any requirement elsewhere in this Agreement that Seller refund the Deposit, except for:
  - i. delays that are principally the fault of Seller, or
  - ii. delays attributable to Buyer's use of the VA or FHA financing.

**6. CONTINGENCIES AND INSPECTION:**

**a. Definitions and Construction.**

- i. "**Contingency**" means a condition of the Property, title to the Property or other settlement contingency including: Property condition, condition of title (see Section 13), appraisal, financing, legal description, occupancy, square footage, the amount of property taxes, Community Association approval, initial loan approval and final loan approval.
  - ii. "**[Attorney Review/Inspection/Appraisal/Financing/Title] Contingency**" means the contingencies related to those issues, as further described in this Section 6.
  - iii. "**Contingency Period**" means the time from the Acceptance Date until 5 PM local time on the date described in Section 1.e above ("**Contingency Deadline**") for Buyer's review, inspection, and removal of any Contingencies. If Buyer has not approved or waived all Contingencies by written notice before the end of the Contingency Period, Seller may do one or more of the following at any time thereafter:
    - (1) Seller may terminate the Agreement and refund the Deposit.
    - (2) Seller may extend the Contingency Period for any Contingency not approved, and if warranted, extend the Closing Date without requiring any additional extension fee.
    - (3) Seller may re-winterize the Property.
  - iv. "**[Attorney Review/Inspection/Appraisal/Financing/Title] Period**" means the time from the Acceptance Date to 5 PM local time on the date described in Section 1.e above (as applicable, "**[Attorney Review/Inspection/Appraisal/Financing/Title] Deadline**") for Buyer to review and remove the Attorney Review Contingency, Inspection Contingency, Appraisal Contingency or the Financing Contingency, respectively. For the Title Review Contingency, if Buyer does not object to the condition of title in writing by the Title Review Deadline, *the contingency is waived*, and Buyer may not refuse to perform on the Closing Date based on any title issues. For all other Contingencies, if Buyer fails to remove a particular Contingency (or all Contingencies) by the related Contingency Deadline, Seller may terminate the Agreement and refund the Deposit.
  - v. By removing the Contingencies, Buyer represents and warrants that Buyer will be able to cause the Closing on the Closing Date.
- b. Disclosures.** Buyer acknowledges that to the extent that Seller or its predecessor acquired the Property through foreclosure, a deed in lieu of foreclosure, or other similar circumstances, Seller may be exempt under state or federal law from providing



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some or all disclosures regarding the Property. Buyer acknowledges receipt of any other required disclosures and required buyer information required for the sale of the Property.

- c. **Attorney Review Contingency.** Buyer has until the Attorney Review Deadline described in Section 1.e.i to have their attorneys review this Agreement, make comments, and propose any modifications, escrow instructions or addenda (collectively, "Attorney Comments"). Nothing in this Agreement requires Seller to accept any Attorney Comments, but Seller will not consider any Attorney Comments submitted after the Attorney Review Deadline.
- d. **Inspection Contingency.** Buyer must remove the Inspection Contingency by written notice by the Inspection Deadline. By removing or waiving the Inspection Contingency, Buyer accepts all aspects of the physical condition of the Property, and waives the right to have any inspections performed as a condition to the Closing.
- i. *Inspection.* Buyer is advised to carefully inspect the Property personally and to obtain inspection reports from qualified experts regarding all systems and features of the Property, including boundary lines and legal description, lot and dwelling size, roof, plumbing, electrical system, utility, sewers, septic system, soil conditions, foundation, heating, air conditioning, structural components, pool and related equipment, environmental hazards, and pest infestation or infection. Buyer shall be responsible for any repairs required under any town, village, city, or other applicable law. .
- ii. *Area Measurement.* If measured area (square footage) is a factor in Buyer's selection of this Property or the price offered, Buyer is cautioned that any reference to square footage on the profile sheet or other marketing materials is an approximation only. Buyer is advised to compute square footage themselves or employ a knowledgeable third party to do so; which will be at Buyer's expense. Buyer should verify all measurements of square footage of lot and structure.
- iii. *De-winterization.* Seller agrees to provide access for appraisers and other professionals as may be provided for in the Original Offer, or required by Buyer's lender or insurer. Seller, at Seller's expense, will de-winterize the Property and activate utilities for inspections and appraisals at least three business days before the end of the Contingency Period. If repairs are required to activate utilities and repairs exceed \$300, Seller will have the option to make repairs, or to terminate the Agreement and refund the Deposit to Buyer. At the end of the Contingency Period, Seller will have the option to re-winterize the Property. After the de-winterization, if any, performed for Contingency Period inspection purposes, if Seller thereafter re-winterizes the Property, then at Buyer's expense, Buyer will have the option to de-winterize and activate utilities for final walk-through, utilizing Seller's choice of vendor.
- iv. *Winterized at Acceptance Date.* If the Property is winterized at the Acceptance Date, Buyer and Seller agree that the general Contingency Period and Inspection Period will be extended by the delay between the Acceptance Date and Seller's written notice to Buyer of successful de-winterization. Seller will not pay any costs related to re-inspection.
- v. *De-winterization Cash Transaction.* For a cash-only purchase, at Buyer's expense, Buyer may de-winterize and activate utilities for inspection before the Inspection Deadline, utilizing Seller's choice of vendor. If repairs are required to activate utilities, Buyer may either remove the Inspection Contingency or terminate the Agreement in exchange for a refund of the Deposit.
- e. **Appraisal Contingency.**
- i. Buyer must remove the Appraisal Contingency by written notice by the Appraisal Deadline. If either (1) an appraisal report has not been completed by Buyer's lender (or other chosen appraiser) by the Appraisal Deadline, or (2) the appraisal value is lower than the Purchase Price, Seller will have the right to terminate the Agreement and refund the Deposit. Seller will have no obligation to reduce the Purchase Price; rather, Seller reserves the right to renegotiate the terms of this Agreement, or to terminate it.
- ii. If this is a cash-only purchase, the sale is not contingent on the property appraising at the Purchase Price, and Seller will not change the Purchase Price based on the value described in the appraisal.
- f. **Financing Contingency.**
- i. If "cash only" is indicated in Section 1.f above, all of the following apply:
- (1) Buyer represents and warrants that it currently possesses sufficient liquid (immediately convertible to cash) assets to pay the Purchase Price and any other closing costs for which it is responsible, without any condition or contingency.
  - (2) Buyer may not delay or extend the Closing Date to obtain the cash funds.
  - (3) Buyer may not obtain a loan for the purchase of the Property without prior written consent from Seller.
  - (4) The Financing Contingency is automatically deemed removed by Buyer.

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- (5) The remainder of this Section 6.f will not apply.
- ii. If Buyer is obtaining a VA loan, Buyer must provide a copy of the VA eligibility certificate (*Department of Veterans Affairs Certificate of Eligibility for Loan Guarantee Benefits*) on or before the Acceptance Date.
  - iii. Within three (3) business days after the Acceptance Date, Buyer must complete a loan application and submit it to the lender of their choice. Buyer must use their best efforts to obtain a loan approval by the Financing Deadline.
  - iv. Buyer must prove to Seller that it is able to obtain a mortgage loan by prequalifying (at no cost to Buyer) with Kondaur Capital Corporation's retail lending group. Notwithstanding this Seller-required prequalification, subject to the requirements in this Section 6.f, Buyer may obtain financing from any residential mortgage lender.
  - v. Buyer represents and warrants that on or before the Acceptance Date, they have investigated their creditworthiness, and that they have been pre-qualified or reasonably expect to qualify for a residential mortgage loan.
  - vi. Buyer must accept a mortgage loan at the prevailing market rate, and typical mortgage loan terms.
  - vii. To remove the financing contingency, Buyer must provide Seller a copy of a conditional loan approval for the purchase of the Property.
    - (1) If Buyer has not given such a notice by the Financing Deadline, then at any time before the Closing actually occurs, by written notice, Seller may terminate the Agreement and refund the Deposit. By giving a loan approval notice, Buyer is stating that the Contingency is satisfied; therefore, after such notice, if Buyer fails to purchase the Property by the Closing Date because of failure of financing, Seller may terminate the Agreement and retain the Deposit.
    - (2) If Buyer receives a denial letter from the mortgage lender, and Buyer gives written notice to Seller on or before the Financing Deadline, including a copy of the denial letter, the Agreement will terminate and Seller will refund the Deposit.
  - viii. Buyer acknowledges that Seller has based its acceptance of this Agreement (with the price and other terms described in it) on the type of financing selected by Buyer. Buyer will promptly give Seller written notice if after the Acceptance Date, Buyer substitutes another lender or loan program for any reason. By notice to Buyer, Seller may disapprove of the lender or loan program for any reason or no reason, in its sole and absolute discretion, and may terminate the Agreement at any time thereafter until the Closing. If Seller receives Buyer's notice of the change in lender or loan program after both of the following have occurred: (1) the end of the Contingency Period and (2) the removal of the financing Contingency under Section 6.f.vii, then Seller may retain the Deposit.
- g. **Title Contingency.** Buyer will have until the Title Deadline to review and object to any title issues, whether or not in the title commitment or title report. Buyer must verify any legal description referenced in the Original Offer, and disapprove it during the Title Period. Seller does not verify accuracy of the legal description.
- h. **Survey.** Buyer acknowledges that surveys (including abstracts, easement plotting, municipal searches and other reviews, "Survey") obtained by the lender are not for the benefit of Buyer. (See also Section 13.d below regarding surveys and title.)
- i. **Community Association.** Seller makes no representations regarding any community association, condominium association, homeowners association, reciprocal easement agreement or the like (each, a "Community Association"). On or before the end of the Contingency Period, Buyer must obtain (from the Community Association) and review any documents related to the Community Association. Buyer will apply for any required Community Association approval within three (3) days after the date of receipt of the Community Association documents. By giving notice that it has removed all Contingencies, Buyer is representing that it accepts all Community Association documents and that it has received all necessary Community Association approvals.
- j. **Due Diligence Expense.** Seller will not provide or pay for disclosures, reports, certificates, survey, staking, certifications, insurance claim history, home warranties, paid receipts for improvements, or inspections, including wood destroying insect (termite) inspections (except to the extent required by the applicable VA lender). Seller will not pay or reimburse Buyer for any due diligence expenses or any costs incurred. Buyer and Seller agree that any expenses incurred on their behalf will be paid by the party incurring such expenses and will not be paid from the Deposit.
7. **CLOSING COST ASSISTANCE:**
- a. Unless otherwise agreed, any Closing Cost Credit paid by Seller will be applied only towards Buyer's non-recurring closing costs, such as fees or lender-required repairs, at Seller's discretion. The Closing Cost Credit will not include any non-



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traditional closing fees such as broker transaction fees, prepaid mortgage insurance premiums, document retention fees, archive fees, lender processing fees outside the normal average, Buyer inspection costs, or survey fees.

**8. CLOSING PRORATIONS AND ADJUSTMENTS:** Buyer and Seller agree to prorate the following expenses as of the Closing Date unless otherwise noted below:

- a. **Cost Related to Lending.** Except as otherwise described in this Counter Offer, agreed separately by the parties in writing, or required by applicable law:
  - i. Buyer will pay all fees, expenses and costs related to obtaining financing for the purchase of the Property, including credit reports, loan fees, Community Association certification, loan points and mortgage insurance.
  - ii. Buyer will pay the customary escrow or closing fee to the escrow, closing or title agent (as applicable).
- b. **Real Estate Taxes.** The property taxes will be prorated based on an estimate or based on 100% of the taxes described on the most recent ascertainable full-year tax bill for the Property. All prorations will be based upon a 30-day month and all such prorations will be final. Seller will not be responsible for any amounts due, paid or to be paid after Closing, including any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the assessed value of the Property. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after Closing, and Buyer as the current owner of the Property receives the payment, Buyer will immediately submit the refund to Seller.
- c. **Assessments.** Buyer agrees that the amount of any assessment calling for periodic payments (including assessments that are liens as of the Closing Date) will be prorated thus: any unpaid periodic payments coming due before the Closing Date will be paid by Seller and the remaining sums due will be the responsibility of Buyer.
- d. **Community Association.** Seller and Buyer will share equally the cost of any fees charged by the Community Association or its management company for verifying good standing or otherwise transferring ownership. Buyer will pay any documentation fee, new-owner startup fee or one-time reserve fee. Monthly or periodic payments will be prorated.
- e. **Fuels.** Any heating or cooking fuels remaining in the supply tanks at on the Closing Date will be prorated based on a meter reading within 72 hours of the Closing at a cost reflected on the most recent delivery invoice.
- f. **Commissions.** Seller will pay the brokers' compensation only upon the successful Closing. Broker commissions will be determined by *The Listing Brokerage* form, including any and all modifications thereof.
- g. **Post-Closing.** Seller will not be responsible for any amounts due, paid, or to be paid after the Closing.

**9. NEGATIVE PROCEEDS:**

- a. If in Seller's good-faith opinion, the purchase proceeds are insufficient to pay all costs and expenses due in connection with the purchase and sale of the Property, or the purchase is otherwise not economically viable, Seller may terminate the Agreement and refund the Deposit to Buyer.

**10. DISCLAIMER OF WARRANTIES:**

- a. **REO Property.** Buyer understands that Seller (or its predecessor) acquired the Property by foreclosure, deed in lieu of foreclosure, forfeiture, tax sale or similar process and consequently, Seller has no actual direct knowledge concerning the condition of the Property.
- b. **"AS IS" Condition.** The parties agree that this sale of the Property is "AS IS"; Buyer acknowledges and agrees to accept the property in "AS IS" condition at the time of Closing, including any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not.
- c. **No Warranties Regarding Property.** Seller makes no representation or warranty regarding either the state of the title to the Property, its physical condition (including fixtures), or its fitness for a particular use.
- d. **Disclaimer of Other Representations and Warranties.** Buyer acknowledges that Seller and its agents, brokers, and representatives have not made, and Seller specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guarantees, implied or expressed, oral or written.
- e. **Release.** Buyer releases Seller, and Seller's agents and contractors, including their employees, contractors, predecessors and successors for any claim or allegation regarding the condition of the Property, title to the Property, or third-party claims or expenses related to the Property.



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- f. **Personal Property.** Seller does not warrant or guarantee the presence or condition of any personal property located on the Property, including presence of keys, remotes, appliances, or personal property specified in the Original Offer, and Seller will not provide a bill of sale for any personal property.

**11. REPAIR:**

- a. **Governmental Requirements.** Buyer will be responsible for any required inspections, violations, permitting or certificate of use/occupancy issues pertaining to the Property, for any repairs required under any town, village, city, or other applicable governmental inspection or safety ordinance. Buyer will ensure that the Property timely complies with any such ordinance.
- b. **Defects.** Seller will be under no obligation to correct or cure any defects or code violations. The Property will be sold in its present "**AS-IS**" condition, with no warranties express or implied by Seller.
- c. **No Warranty for Repairs.** Seller does not warrant or guarantee any work, repair or treatments to the Property. Buyer acknowledges that Closing on the Purchase transaction will be deemed Buyer's reaffirmation that Buyer is satisfied with the condition of the Property, quality of repairs or treatments and waives all claims related to such condition, repairs or treatments.
- d. **Buyer Repair.** Generally, Buyer will not enter the Property before the Closing for the purpose of making repairs or improvements. Nonetheless, Seller, in its sole and absolute discretion, may permit Buyer to make repairs or improvements before Closing if both parties execute Seller's standard "hold harmless" agreement, which when executed will be deemed a part of this Agreement.

**12. DEED:**

- a. At the Closing, Seller will convey the Property to Buyer by a limited warranty deed, special warranty deed or an equivalent that is sufficient to convey insurable title.

**13. TITLE:**

- a. **Title and Closing Costs.** This Section 13.a will control the choice of title and closing services:
- i. If Buyer has executed the *Escrow/Closing Agent, Title Insurance Company and Cost Addendum* ("**Title Addendum**") and attached it to this Counter Offer:
- (1) Buyer agrees to Seller's choice of title vendors and closing agents as described.
  - (2) Seller will pay the premium for the owner's title policy, a title search fee and other customary seller's escrow and closing fees for that location.
  - (3) Fees related to the transfer of the property will be shared equally by Buyer and Seller.
  - (4) Buyer acknowledges receiving any "buyer's choice" notice required by applicable law.
- Additional terms related to escrow, closing and title may be contained in the Title Addendum, which is incorporated in this Agreement by this reference.
- ii. If Buyer has executed the *KCC Settlement Agent/Title Company Information Form* ("**Settlement Agent Form**") and attached it to this Counter Offer:
- (1) Buyer exercises their right to make independent selection of title insurer and closing agent.
  - (2) Buyer will pay the title examination fee, the premium, any other charges and fees for the owner's title insurance and other customary buyer's closing fees.
  - (3) Seller will pay only customary seller's closing fees.
  - (4) Fees related to the transfer of the property will be shared equally by Buyer and Seller.
- Additional terms related to escrow, closing and title may be contained in the Settlement Agent Form, which is incorporated in this Agreement by this reference. **Unless Buyer has executed and returned the Settlement Agent Form by the time (or before) it executes and returns this Counter Offer, Seller will choose the escrow, title and closing vendors.**
- b. **Title Granted.** Unless the lender requires otherwise, Seller will provide insurable title, not marketable title, at Closing.
- c. **Insurance Only.** Buyer agrees to accept a standard ALTA title insurance policy (or other policy commonly used in the jurisdiction) in lieu of an abstract.

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- d. **Other Title Protections.** If Buyer desires a Survey, Buyer will be responsible for ordering the applicable Survey. If Buyer elects to have the Property Surveyed for their benefit, it will be at Buyer's expense and will NOT be a delay to the Closing Date. Seller does not provide or pay for any Surveys. (See Section 6.h above.)
- e. **Defects.** Seller has not promised to correct any title defects. Seller is not obligated to remove any title exception in order to convey title to the Property or to make the title marketable, and any attempt by the Seller to remove such title exceptions will not impose an obligation on Seller to remove those exceptions. Buyer's only recourse for title defects is to disapprove the condition of title during the Title Period (see Sections 1.e.v, 6.a.iv and 6.g).

**14. TIME IS OF THE ESSENCE:**

- a. Time is of the essence of every provision of the Agreement.
- b. The term "days" means consecutive calendar days, and "business day" means a calendar day other than Saturday, Sunday and federal holidays.

**15. LIMITATION ON REMEDIES:**

- a. If Buyer defaults, Seller may retain the Deposit as liquidated damages, since actual damages will be difficult to determine.
- b. For any breach of this Agreement by Seller, Buyer will be limited to the return of the Deposit, as specified elsewhere in this Agreement.

**16. DISPUTE RESOLUTION:**

- a. For any dispute related to this Agreement, the dispute will be settled by a nonjury trial (bench trial). Each party waives any right that it might have to a jury trial for any claim. **California Properties only:** For any dispute related to this Agreement filed in any California state court, the entire dispute and all issues related to the dispute will be decided by judicial reference as described in Section 638 of the California Code of Civil Procedure.
- b. Any provision in this Agreement requiring arbitration, mediation or any other alternative dispute resolution procedure is hereby deleted.

**17. INDEMNIFICATION:**

- a. Seller will not indemnify or hold harmless buyer, brokers, agents, employees or any other person.
- b. After Closing, Buyer will indemnify Seller, its successors and affiliates, and any of their officers, employees, contractors, agents and assigns from any and all claims, losses, expenses, damages, proceedings or actions currently existing or hereafter arising directly or indirectly out of, or in any way connected to the condition, condemnation or other characteristic or action related to the Property or this Agreement.

**18. RISK OF LOSS:**

- a. In the case of substantial damage to the Property before the Closing Date, Seller will not be liable for repair or replacement. Seller may offer repair, replacement, credit or termination of contract. The right of Buyer to receive insurance proceeds will be at Seller's discretion. The Agreement will terminate, and Seller will refund the Deposit, if the parties are unable to agree on other compensation within thirty (30) days after discovery of the substantial damage.

**19. ASSIGNMENT OF AGREEMENT:**

- a. Buyer may not assign the Agreement without the *prior* written consent of Seller, which may be withheld or delayed in Seller's sole and absolute discretion.

**20. LEGAL ADVICE:**

- a. Buyer acknowledges that Buyer has the opportunity to consult with its legal counsel regarding this Counter Offer before executing it.

**21. SELLER'S KNOWLEDGE:**

- a. Any reference to a statement of fact by Seller, representation or warranty of Seller, or "Seller's knowledge" in this Agreement is hereby amended and limited to refer only to the actual knowledge of the officer or employee of Seller executing this Agreement, without any duty to investigate.

**22. LEGAL FEES AND EXPENSES:**

- a. In any action, arbitration or proceeding for legal or equitable relief, in addition to any other recovery, the prevailing party will be entitled to reimbursement from the other party of its reasonable costs, attorney fees, expert witness fees and other expenses.



**LOAN no. 450552**

**23. SEVERABILITY:**

- a. Whenever possible, each provision of this Agreement will be interpreted in a manner that would make it effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, that provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**24. LANGUAGE AND CONSTRUCTION:**

- a. Capitalized defined terms include all parts of speech appropriate to those terms. Further, whenever applicable, the term "or" will be interpreted inclusively (as "and/or"). Further, unless a descriptive list of examples is expressly described as exclusive, the inclusion of any item does not imply exclusion of any item not listed.

**25. SURVIVAL:**

- a. Delivery of the deed to the Property to Buyer by Seller will be deemed to be full performance and discharge of all of Seller's obligations under this Agreement.

**26. MODIFICATION, WAIVER OR AMENDMENT:**

- a. No modification, amendment or waiver of any provisions of this Agreement will be effective unless approved in writing by both parties. A party's failure to enforce any provision of this Agreement may not be construed as a waiver of that provision.
- b. Nothing in this Agreement prevents a party that is entitled to terminate the Agreement from renegotiating its terms instead, so long as the terms of such renegotiation are memorialized in writing as an additional Amendment, and signed by both parties in the manner required by Section 27.

**27. ELECTRONIC SIGNATURE:**


- a. Seller will accept an electronic signature from a third party only if it is received from a reputable electronic signature system such as DocUSign, PDF, etc. with a valid electronic certificate. Seller **WILL NOT** accept scanned images of signatures that are placed (copy-paste, PDF stamped, etc.) on a document that cannot be authenticated.
- b. Except as described in Section 27.a above, both parties agree to accept electronic signatures, as described in Section 5(b) of the Uniform Electronic Transactions Act (NCCCL 1999), if and as enacted in this state. Written notice will include electronic mail, and will be effective at the time that the notified party has confirmed receipt.

As to the matters set forth in this Counter Offer between Buyer and Seller, this Counter Offer supersedes all previous communications, understandings, representations, covenants and agreements.

**Buyer(s):**

**Seller: Kondaur Capital Corporation, as Separate Trustee of Matawin Ventures Trust Series 2015-1**

Signature: 

Signature: 

Print Name: Amy Carg Dea Alan PATRUS

Print Name: Kelly Turpin, Liquidation Specialist

Date: 10-26-16

Date: 10/25/2016

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_





**PURCHASE AGREEMENT  
OFFER, RECEIPT AND ACCEPTANCE**

FBO Anup Gargroth offers to buy the

1 **BUYER** The undersigned I Plan Group Agent for Custodian  
2 **PROPERTY** located at 1564 Winchester  
3 City Lakewood, Ohio, Zip 44107  
4 Permanent Parcel No. 315-11-065, 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 \$ 30,000  
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. \$ 4,000  
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 \$ 29,000  
35 Mortgage loan to be obtained by BUYER \$ \_\_\_\_\_  
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.

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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 Nov 17, 2016, and title shall be  
49 transferred on or about Nov 17, 2016.

50 **POSSESSION** SELLER shall deliver possession to BUYER on Title Trans (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 \_\_\_\_\_ ( \_\_\_\_\_ ) 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 Landcastle Title, LLC  
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.



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 FHAVA DO NOT  
122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123  **WAIVER** X AB (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	
	Yes	No	BUYER's	SELLER's
128	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
129	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
130	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
131	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
132	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
133	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

167 Yes  No   
168  **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the  
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at  
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is  
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"  
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their  
173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the  
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately  
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to  
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of  
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the  
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the  
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk  
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct  
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.  
182 BUYER may remove this right of inspection at any time without SELLER's consent.

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

186  BUYER  HAS NOT AB (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.

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

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

X 206 BUYER  HAS NOT AB (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.

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244 IFlan Group Agent for Custodian BO ANUP GAO Roth  
245 (BUYER) 3717 West 134 Cleveland OH 44111  
(ADDRESS AND ZIP CODE)

X 246 Ang Day --> 10-22-11  
247 (BUYER) (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000  check  note, earnest money.  
249 subject to terms of the above offer.

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

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from  
252 SELLER's escrow funds a commission of 2.5% or \$1,000 Higher Amount percent (2.5 %)  
253 of the purchase price to REALTY TRUST SERVICES (Broker)  
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)  
255 and PER LISTING percent (     %) of the  
256 purchase price to PER LISTING (Broker)  
257 \_\_\_\_\_ (Address)

258 as the sole procuring agents in this transaction.

\*Subject to Counter Offer

259 Kelly Turpin 10/25/16  
260 (SELLER) (ADDRESS AND ZIP CODE)  
Kelly Turpin, Liquidation Specialist

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>Marti Neff</u>	<u>417325</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>Re/max Beyond</u>	<u>9610</u>
273 (Listing broker name)	(Listing broker office #)
274 <u>Christopher Kaylor</u>	<u>2011003065</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>Realty Trust Services</u>	<u>9165</u>
277 (Selling broker name)	(Selling broker office #)





# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 1564 Winchester Lakewood, OH 44107

Buyer(s): Iplan Group Agent for Custodian FBO AMP GAR6 ROTH

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 Marti J. Neff AGENT(S), and Re/Max Beyond 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>Iplan Group Agent for custodian FBO AMP GAR6 ROTH</u> <small>BUYER/TENANT</small>	<u>10-22-16</u> <small>DATE</small>	<u>Kelly Turpin</u> <small>SELLER/LANDLORD</small>	<u>10/25/16</u> <small>DATE</small>
<u>AMP GAR6</u> <small>BUYER/TENANT</small>	<u>10-22-16</u> <small>DATE</small>	<u>Kelly Turpin</u> <small>SELLER/LANDLORD</small>	<u>10/25/16</u> <small>DATE</small>

Kelly Turpin, Liquidation Specialist

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose intent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

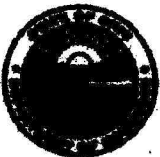
**Management Level Licenses:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



*[Handwritten Signature]*  
10-24-16



**LEAD-BASED PAINT DISCLOSURE**

PROPERTY ADDRESS: 1564 WINCHESTER AVE, LAKEWOOD, OH 44107

BUYER NAME(s) (printed): Ilan Goup Agent for Custodian FBO ANUP GANG.

SELLER NAME(s) (printed): Kondaur Capital Corporation

**Disclosure of information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**LEAD WARNING STATEMENT**

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

**SELLER'S DISCLOSURE**

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

**PURCHASER'S ACKNOWLEDGMENT**

- (c)  Purchaser has received copies of all information listed above.  
 (d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.  
 (e) Purchaser has (check (i) or (ii) below):  
 (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
 (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**LICENSEE ACKNOWLEDGEMENT**

Licenses have informed the Seller of the Seller's obligations under 42 U.S.C. 4852d (see <http://www.hud.gov>), and are aware of listing and selling licensees' duty to ensure compliance.

**CERTIFICATION OF ACCURACY**

The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

x	<u>Ilan Goup Agent for Custodian FBO ANUP GANG.</u>	<u>10-24-16</u>	x	<u>Ray Goug.</u>	<u>10-24-16</u>
	Buyer Signature	Date & Time		Buyer Signature	Date & Time
x	<u>Kelly Turpin</u>	10/25/16	x		
	Seller Signature	Date & Time		Seller Signature	Date & Time
	Kelly Turpin, Liquidation Specialist				
x	<u>[Signature]</u>	<u>10-24-16</u>	x	<u>[Signature]</u>	<u>10-24-16</u>
	Agent Signature	Date & Time		Agent Signature	Date & Time