

COMMUNITY FIRST TITLE AGENCY, INC.

To: Russell Real Estate
Dawn Doleh

Date: 03/02/2017

From: Community First Title Agency, Inc.
1001 Lakeside Avenue, Suite 1300
Cleveland, OH 44114

Contacts:

New Contracts: Carolyn Shannon (216) 472-2510, Ext 233
cshannon@communityfirsttitleagency.com

Pre Closing: Alice Barrett (216) 472-2510, Ext. 157
(Loan) (Title Orders/Requirement)
abarrett@communityfirsttitleagency.com

Closings: Brian Cotterman (216) 472-2510, Ext 119
(Cash) bcotterman@communityfirsttitleagency.com

Closings: Leslie Boyd (216) 472-2510, Ext. 126
(Loan) lboyd@communityfirsttitleagency.com



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned Green Pointe Management offers to buy the
2 **PROPERTY** located at 618 W. Shore Blvd.
3 City Sheffield Lake, Ohio, Zip 44054
4 Permanent Parcel No. 0300038113031, 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 carpelling.
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 \$ 15,000 26,000 x RRG 2-28-17
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. \$ 1000

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 \$ 4000 25,000 x RRG 2-28-17

35 Mortgage loan to be obtained by BUYER \$ _____

36 CONVENTIONAL, FHA, VA, OTHER CASH

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

Approved by CABOR, LaCAR, LCAR and GeCAR WDF 03/02/2017

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SELLER'S INITIALS AND DATE

RRG 2-28-17
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 March 13 2017 and title shall be
49 transferred on or about March 15, 2017 or sooner 3/27/17 3/27/17 LFG 2-28-17

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

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
60 Owner's Fee Policy of Title Insurance from Community First Title Company
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.

Approved by CADOR, LoCAR, LCAR, GcCAR, McCAR, DOR and the 03/02/2017 County Bar Association LFG 2-17-17
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96 whichever is later. The escrow agent shall withhold \$ 0.00 from the proceeds due SELLER for
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
98 BUYER.

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

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

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

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

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

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

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

157 Yes No
158 **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
160 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in
164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
165 OR SELLER (unless FHAVA regulations prohibit payment of inspection by BUYER, in which case SELLER
166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

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

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

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

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

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

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

206 BUYER HAS NOT RPS (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.

Approved by CARI, LUCAR, LCAR and CCAR LWF 03/02/2017
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OR 2-17-17
BUYER'S INITIALS AND DATE

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

246 Robert Calhoun --> 330 635 9717 --> 2/17/17
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 2.5% min \$1000 percent (____%)
253 of the purchase price to REALTY TRUST SERVICES (Broker)
254 28550 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 Kriss D. Felty
260 Felty & Lembright Co. LPA, (ADDRESS AND ZIP CODE)
for Federal Home Loan Mortgage
261 Corp. By: Kriss D. Felty 03/02/2017
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 _____
264 (SELLER) (ADDRESS AND ZIP CODE)
265 _____
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

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

269 Multiple Listing Information	
270 <u>Dawn M. Doleh</u>	<u>2004004801</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>Russell Real Estate Services</u>	<u>9703</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>0165</u>
277 (Selling broker name)	(Selling broker office #)



HomeSteps Sales Contract Package/Broker's Requirement Checklist

This checklist must be filled out and attached with each contract package to ensure all requirements for a complete contract are sent to the Closing Agent within 72 hours of offer acceptance for review and execution to avoid any delay of closing.

- Indicate the year this home was built 1920.
- Review the Contract Package to ensure the following:
 - Property address matches the address shown in HomeSteps Connect (HSC).
 - Buyer's names on contract and addenda match buyer's name shown in HSC Approved Offer.
 - Sales price, seller's paid buyer's closing cost, earnest money amount, any buyer's incentive and/or bonus coupon, when applicable must match the HSC approved offer.
- Scheduled Closing Date should match HSC Approved Offer and fall within the following guidelines from **Offer Acceptance**:
 - Cash: 30 days
 - Conventional: 49 days
 - FHA/VA: 57 days
- Investor Buyers) must execute the contract and all addenda as follows: Business Name - Principle's Signature – Principle's Name Printed – Title of Principle.
- Earnest money deposit must be in certified funds which include cashier's check or money order and, if accepted by the closing agent, bank wire. **Cash or personal check is not acceptable.** Earnest money check or a copy payable to the closing agent or the listing broker should be included in the contract package and must be from the buyer shown in HSC Approved Offer. Earnest money check should be delivered or sent via overnight mail **NOT** by regular mail and should include the HSC asset number.
- Commission Disbursement Authorization Form – Must be signed by both listing and selling agents. Add license numbers, selling broker's address and verify the correct commissions split are shown per your Master Listing Service Level Agreement. Bonus and bonus coupons must also be included.
- State Contract should include the legal name of all buyers and should match buyer's names shown in HSC Approved Offer.
- HomeSteps Lead-based Paint Addendum – REQUIRED on all properties built prior to 1978. Please verify:
 - Section 2 - Sale Specialist should initial (a) and (b) and elect (i) or (ii) for each, and sign on behalf of Freddie Mac
 - Section 3 - All buyers must initial all three blanks and select (i) or (ii).
 - Section 4 - Listing broker must initial.
 - All parties should sign and date.
- HomeSteps Addendum #1 to Contract of Sale – Must be downloaded from HSC and all Buyer(s) must initial all pages, sign, and date.
- HomeSteps Real Estate Disclosure (Property Condition Addendum and Release) – Listing broker must confirm all inspections completed to date are listed on the disclosure addendum. Buyer's must initial next to each inspection/report and must sign and date the addendum.
- When applicable, State Required Seller Property Disclosure Form or Report (WA, NV, WI, CA), State Required Rider (AL, NY, PA). For RI properties only: Seller's Lead Disclosure required on all properties, regardless of age.
- First Look Affidavit of Owner-Occupancy form, when applicable. Must be signed and dated by buyers and selling agent.
- NSP Documents, if applicable.
- Manufactured Home Addendum – Only required on Manufactured Homes requiring a Hold Harmless Addendum. Transaction should be cash, land only and under 50K.
- Is this a Deed Restricted Property? Yes ____ No ____ (See Flag in HSC). If buyer's income is a requirement, ensure you have proof of income.
- Purchaser Pre-Approval Letter – If a cash transaction, please ensure you have reviewed buyer proof of funds.
- Date contract package was sent to closing agent _____.



**ADDENDUM # 1 TO CONTRACT OF SALE
(Single-Family Real Estate Disposition)**

For purpose of this addendum (Addendum) the Seller is:

- Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps)
- Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps), as Trustee for

This Addendum is to be made a part of the agreement (Contract of Sale) dated 2/17 20 17, between Seller and Green Pointe Management LLC (Purchaser), for the property located at: W 518 SHORE BLV. SHEFFIELD LAKE, OH. 44054 (the "Property").

26,000.00

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, OR ANY OTHER ADDENDA, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. CONDITIONS OF SALE: Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, Seller may notify Purchaser that the Contract of Sale is canceled, the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES OR INGRESS/EGRESS RIGHTS), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

RPC (Purchaser's Initials) **IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.**

IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. TITLE: The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The agent responsible for settling the

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transaction, disbursing funds and closing escrow ("Closing Agent") is responsible for providing or obtaining the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

- 3. **UNWRITTEN STATEMENTS:** Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.
- 4. **TIME IS OF THE ESSENCE: CLOSING. IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO.** Settlement/closing shall be held in the offices of a Closing Agent selected by Purchaser, in accordance with the provisions of paragraph 17 herein, unless otherwise required by applicable law. Closing shall occur on or before March 27, 2017, or within seven (7) calendar days of Purchaser's loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. Purchaser shall deliver the earnest money deposit in certified funds to the real estate broker listing the property for sale pursuant to a separate agreement with Seller ("Broker"). The earnest money deposit shall be held by the Closing Agent in escrow or Broker in a noninterest bearing account. At closing, Purchaser must pay any amounts due by cashier's checks drawn on a United States regulated financial institution authorized to engage in banking activities within the United States made payable to the Closing Agent or by wire transfer from a United States regulated financial institution authorized to engage in banking activities within the United States consistent with Paragraph 14. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated. Upon such termination Seller, without further communication with Purchaser and in Seller's sole discretion, will have the right to instruct the Closing Agent to cancel the settlement and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller a per diem of \$ 100.00 per calendar day through and including the new closing date specified in the written extension. Purchaser agrees that it will not provide any instructions to the Closing Agent that are inconsistent with this Addendum and, in that event Purchaser does so, such instructions are null and void *ab initio*.
- 5. **PRORATIONS:** Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, fuel/heating oil (if applicable) real estate taxes and assessments, common area charges, cooperative fees, maintenance fees, and rents, if any. Rental payments will be prorated outside and after closing, and will not be reflected on the settlement statement. Prorated rental payments are to be returned to the tenant from whom they were received, once requested, and not returned to Purchaser. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.
- 6. **OCCUPANCY STATUS:** In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller does not warrant that the Property will be vacant by the date of closing and shall not be responsible for any eviction expenses incurred by Purchaser before or after closing. Seller does not warrant that the current tenant, if any, will continue to occupy the Property after closing or enter into a new lease agreement with Purchaser. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing.
- 7. **DELIVERY OF POSSESSION:** Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then Purchaser shall be in default of the Contract of Sale and Seller may terminate the Contract of Sale and Purchaser shall be liable to

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Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

8. CONDITION OF PROPERTY:

a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY.

Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the date of closing.

PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to whether the Property is connected to or served by a public sewer, a water supply or legal ingress/egress access. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer, water supply or ingress/egress access, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.

b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are expert in the detection or remediation of mold, mildew, fungus, high-sulfur content building materials, such as drywall, illegal or industrial chemicals and substances and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property in Section 9 of this Addendum, to inspect the Property for mold, mildew, fungus, high-sulfur content building materials, illegal or industrial chemicals and substances and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings; corrosion or deterioration of air handling equipment, electrical wiring, and other metal components; and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among other things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents shall be liable for any claims or losses that Purchaser, Purchaser's family members, Purchaser's successors and/or assigns, or persons occupying the Property as guests, tenants or licensees of Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus, high-sulfur content building materials or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.

c. Purchaser understands and agrees that the Property may contain local or state building code violations as well as violations of condominium association, homeowners association or other community association rules, restrictions, covenants and bylaws that may or may not have resulted in fines or assessments. Seller disclaims knowledge or liability for any such violations, fines or assessments and Purchaser agrees to accept the Property with all such violations, fines or assessments except to the extent that such violations, fines or assessments would conflict with Seller's obligations regarding title under paragraph 2.

9. INSPECTIONS AND DUE DILIGENCE RIGHT; CONTRACT CANCELLATION RIGHTS: Seller authorizes Purchaser, at Purchaser's expense, RYB (Purchaser's Initials) to make a complete inspection of the Property and conduct all desired, non-destructive tests, surveys, appraisals, investigations, examinations and

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Inspections of the Property and title to the Property as Purchaser deems appropriate within ten (10) calendar days from the final execution date (Seller's acceptance date) of the Contract of Sale. Purchaser may obtain an appraisal or survey of the Property, order a search of title documents, homeowner's or condominium association records and other governmental and non-governmental records related to the Property, and conduct due diligence as to the insurability of the Property and types and amounts of insurance required or desired for the Property (e.g., flood, hazard, title, etc.). Purchaser should obtain all inspections and conduct all due diligence necessary to fully inform Purchaser if the Property is in a physical and legal condition materially different than when Purchaser made the offer to purchase the Property by executing the Contract of Sale.

APG (Purchaser's Initials) Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals with respect to the physical and legal status of the Property, to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. Purchaser shall provide Seller with reasonable notice of any inspections. In the event the inspection reveals material deficiencies that were not known to Purchaser at the time the Purchaser signed the Contract of Sale, Purchaser may cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser. To cancel in such event, Purchaser must, within twelve (12) calendar days from the final execution date of the Contract of Sale, provide Seller with written notice of cancellation.

PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. **COMPLIANCE CERTIFICATES:** Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. **TERMITES/WOOD DESTROYING INSECTS:** Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.

a. () Seller shall not repair or treat any such damage caused by termites or wood destroying insects.

b. () Seller agrees to limited repairs and/or treatment of damage caused by termites or other wood destroying insects.

THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED \$ 0.00. If the cost for any such repairs exceeds such amount, then

(i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

12. **REPAIRS:** Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed \$ 0.00. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the deposit paid by Purchaser. PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.

13. **INDEMNIFICATION:** Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing.

14. **FINANCING AND PAYMENT AT CLOSING:** The type of financing shall be as follows (check paragraph (a), (b), or (c) below as applicable):

a. () Purchaser shall apply for HomeSteps Financing from a participating lender in the form of a first mortgage secured by the Property in the amount of \$ _____ which amortizes over a period of _____ years at the prevailing interest rate at time of loan application. Under this financing, Purchaser will not be required to obtain mortgage insurance or obtain a valuation of the Property, such as an appraisal, so long as

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the sale closes on or before the date specified in Section 4 of this Addendum. The value used by your lender to assess your application for HomeSteps Financing will be the gross sales price listed in the Contract of Sale. HomeSteps Financing may not be available in all markets, so please check with your agent and your lender regarding availability before making this selection.

b. Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of \$_____. Purchaser agrees to accept a prevailing rate of interest at the time of closing. Also check one of the following as applicable:

Conventional, FHA, VA,

Other: _____.

c. Purchaser shall not use any third party financing to purchase the Property. Purchaser agrees that it will wire the closing funds from a United States regulated financial institution authorized to engage in banking activities within the United States or provide a cashier's check drawn on a United States regulated financial institution authorized to engage in banking activities within the United States. Funds from any third parties will not be accepted by the Closing Agent nor will hard currency of any kind. If there is an underestimation of the amount necessary to close, the Purchaser may pay the difference using a personal check for no more than \$500.00.

15. **APPLICATION FOR FINANCING:** If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. **NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE:** Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. **CLOSING COSTS/CONCESSIONS:**

a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.

b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any FHA/VA non-allowables), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed \$ 0.00. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non-allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey, and appraisal. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.

c. The parties agree to the following with respect to the selection of a Closing Agent and title insurance agent:

1. Seller hereby notifies Purchaser that Purchaser has the right to make an independent selection of the Closing Agent and title insurance agent used in connection with the sale of the Property.

2. If Purchaser agrees to use the Closing Agent recommended by Seller, then Seller agrees to pay for an owner's policy of title insurance from a title insurance agent of Seller's choosing. Seller will not be obligated to pay any portion of the cost of an owner's policy of title insurance if the Purchaser does not select the Closing Agent recommended by Seller or if prohibited by applicable local, state, or federal law.

3. Purchaser acknowledges that Purchaser is not required by Seller to purchase either an owner's or lender's policy of title insurance. However, the lender, if any, from which Purchaser obtains a mortgage may impose a requirement to purchase a lender's policy of title insurance upon Purchaser. Purchaser agrees it will contact its lender, if any, for

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more information if Purchaser has any questions regarding the obligation to purchase a lender's policy of title insurance.

4. Purchaser acknowledges the notice and information provided in this section 17.c.3, and makes the following selection (Purchaser must choose one):

Selection of a Closing Agent not recommended by Seller. Purchaser selects the following company to act as Closing Agent: _____ The Purchaser will be responsible for payment of the owner's policy of title insurance, if any.

Selection of a company recommended by Seller. Purchaser selects the following company, which has been recommended by Seller, to be the Closing Agent in connection with Purchaser's purchase of the Property: FELTY & LEMBRIGHT CO LPA The Seller will pay for the owner's policy of title insurance. Purchaser shall be responsible to purchase and pay for a lender's policy of title insurance if Purchaser so chooses or is required to purchase one.

18. **TRANSFER TAXES/TAX STAMPS:** Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C 1452(a)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. **DEFAULT/REMEDIES:** In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event that Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. **ASSIGNMENT:** Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of the Contract of Sale.

21. **PURCHASER'S REPRESENTATIONS:** Purchaser represents that:

- a. Purchaser intends does not intend to occupy the Property as Purchaser's primary residence.
- b. Purchaser is is not related by blood or marriage to the previous owner of the Property.
- c. Purchaser is is not currently a HomeSteps Supplier, which includes employees, (as defined in "HomeSteps" Supplier Code of Conduct") approved to perform paid services for HomeSteps or a family member of a HomeSteps Supplier.
- d. **FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS, ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES.** Purchaser or a member of Purchaser's immediate household is is not an employee of Freddie Mac. (An immediate household member means a

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member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)

e. If Purchaser is a HomeSteps Supplier, or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps' information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance (including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities. Purchaser further represents that Purchaser has disclosed to HomeSteps that it is a Supplier and/or family member of a HomeSteps Supplier, and obtained written consent, which may or may not be provided in HomeSteps' sole discretion, to purchase the Property.

PURCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT OF SALE

22. ACCEPTANCE OF DEED/MERGER: The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the deed and shall be a bar against any action by the Purchaser against the Seller for any claim based upon the Contract of Sale.

23. REAL ESTATE COMMISSION: The real estate commission shall be paid to the Broker pursuant to the terms of a separate agreement between Broker and Seller as follows (check either "a" or "b" below):

- a. The real estate commission due the Broker, subject to any existing referral agreement, shall be ____% of the contract sale price. OR
- b. The real estate commission due the Broker, subject to any existing referral agreement, shall be the minimum flat fee of \$ 3000.00.

The Closing Agent is authorized and directed to pay Broker's fee, subject to any existing referral agreement, from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. HOMEOWNERS ASSOCIATION ASSESSMENTS: Seller shall not be responsible for any homeowner's or condominium association assessments that accrued prior to the date Seller acquired the Property.

25. NOTICES: Any notices required to be given hereunder shall be deemed delivered when actually received when delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular business hours (Monday through Friday from 9:00 am to 5:00 p.m. recipient's local time). Fax transmissions and e-mail received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's Broker. All notices to Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's Broker.

26. KEYS: Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and its suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. ATTORNEY REVIEW: Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding the Contract of Sale and all addenda, including this Addendum. Accordingly, the Parties agree that the terms of the Contract of Sale and this Addendum are not to be construed against any party because that

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party drafted the document or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Contract of Sale or this Addendum.

28. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.

29. **ALTERNATIVE DISPUTE RESOLUTION:** In the event that the Contract of Sale to which this Addendum is made a part contains a form of alternative dispute resolution other than through resort to legal action, if that form of alternative dispute resolution seeks to impose a binding method of resolution or settlement then Purchaser and Seller agree that such alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. **LEGAL FEES:** In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.

31. **ADDITIONAL CONDITIONS:**

Sold As-is

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

SELLER:
Federal Home Loan Mortgage Corporation

PURCHASER(S):

BY: Keriss D. Felty
Felty & Lembright Co. LPA, POA,
for Federal Home Loan Mortgage
TITLE: Corp. By: Keriss D. Felty
DATE: 03/02/2017

BY: Green Pointe Management
BY: Robert P. Gillespie
(Managing Partner)
DATE: 2-28-17



Asset #: 1191334
Property Address: W 818 SHORE BLV
SHEFFIELD LAKE, OH 44054

PROPERTY CONDITION ADDENDUM AND RELEASE

For purpose of this addendum (Addendum) the Seller is:

- Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps)
- Federal Home Loan Mortgage Corporation (Freddie Mac or HomeSteps), as Trustee for

This Property Condition Addendum and Release ("Addendum") is made a part of the contract of purchase and sale ("Contract") dated 2-17, 2017, between Seller and Green Points Management LLC ("Buyer") for the property located at: W 818 SHORE BLV, SHEFFIELD LAKE, OH, 44054

("Property"), and to the extent that any provision of this Addendum conflicts in whole or in part with any provision of the Contract, the provisions of this Addendum shall control.

Buyer acknowledges that Seller, or Seller's agents, contractors or representatives, have provided Buyer the following reports or other documents ("Reports") containing information regarding the condition of the Property:

INITIALS	INSPECTION TYPE /DISCLOSURE INFORMATION	DATE	DATE COMMUNICATED TO BUYER
RPG	Termite	10/28/16	2/17/17
RPG	Mold/bathroom/Removed & Treated, 11/16/16/No Reports	11/16/16	2/17/17
RPG	Roof	11/29/16	2/17/17
RPG	Lead based paint addendum	12/5/16	2/17/17
RPG	Electrical Inspection	1/20/17	2/17/17

Buyer acknowledges and agrees that the Reports and the disclosures provided herein have been provided for informational purposes to permit Buyer to take such further action as Buyer deems appropriate with respect to inspecting or investigating the condition of the Property. Buyer acknowledges and agrees that Seller, and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; (iii) the qualifications or competence of the persons making the Reports; or (iv) that the Seller took any steps to remediate the condition(s) or the sufficiency of any such remediation.

INITIALS

- _____ Mold, mildew or fungus: If this box is checked and/or one or more of the Reports noted herein identify mold, mildew or fungus as a potential condition, Seller discloses and Buyer acknowledges that one or more of the Reports may indicate that one or more species of mold, mildew or microscopic fungi may be, or may have been, present within the dwelling or other structures or improvements located at the Property.
- _____ High-sulfur content building materials (Contaminated Drywall): If this box is checked, and/or one or more of the Reports noted herein identify contaminated drywall as a potential condition, Seller discloses and Buyer acknowledges that contaminated drywall may be, or may have been, present within the dwelling or other structures or improvements located at the Property.
- _____ Illegal or industrial chemicals and substances associated with environmental conditions (Methamphetamines, Asbestos, etc.): If this box is checked, and/or one or more of the Reports noted herein identify illegal or industrial chemicals as a potential condition, Seller discloses and Buyer acknowledges that illegal or industrial chemicals may be, or may have been, present within the dwelling or other structures or improvements located at the Property.
- _____ Other: _____

The condition(s) noted above may pose health/safety risks and by checking the applicable box(s), Buyer represents that he/she/they is/have been informed that the Property may contain the condition(s) listed above. Buyer acknowledges that the Property is being purchased in its "AS IS" condition, and that Buyer has taken into account the potential condition(s) disclosed herein and the contents of the Reports in agreeing to the purchase price for the Property, and the other terms and conditions of the transaction.

In the event Buyer was provided with this Addendum or one or more of the Reports after the final execution date of the Addendum #1 To Contract of Sale (Single-Family Real Estate Disposition) ("Addendum #1"), then Buyer shall be entitled to a further inspection and cancellation period as described in paragraph 9 of Addendum #1. Buyer shall have an additional period of ten (10) calendar days from the date of this Addendum to make the inspection, and shall have an additional period of twelve (12) calendar days from the date of this Addendum to cancel the Contract, and for that limited

RPS

purpose the terms of paragraph 9 of Addendum #1 are incorporated herein by reference as if fully set forth in writing except as amended to conform to the intent of this Addendum. The further inspection and cancellation period shall apply with respect only to the subject matter of the condition specified in this Addendum or the Reports, as applicable, provided to Buyer after the final execution of Addendum #1.

Buyer acknowledges and agrees that the information contained in this Addendum or the Reports shall not be considered in any way to constitute representations by Seller of the condition of the Property or whether the Property is in compliance with any applicable federal, state or local government laws or regulations. Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees and contractors, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property or, if applicable, Seller's, Seller's agent's, representative's, employee's or contractor's attempted remediation of the condition(s).

SELLER:
Federal Home Loan Mortgage Corporation

BUYER(S):

By: Kriss D. Felty
Felty & Lembright Co. LPA, POA, for
Federal Home Loan Mortgage Corp. By:
Title: Kriss D. Felty
03/02/2017
Date: _____

By: GREEN Pointe Management
By: Robert P. Gillespie
(MANAGING PARTNER)
Date: 2/28/17



HomeSteps Asset # 1191334

ADDENDUM TO CONTRACT OF SALE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Risk Assessment or Inspection Contingency

This Addendum is to be made a part of the agreement (Contract of Sale) dated 2-17, 2017 between Federal Home Loan Mortgage Corporation (Seller) and _____

(Purchaser), for the property located at W 618 SHORE BLV

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. 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.

2. Seller's Disclosure The seller discloses the following (check applicable boxes):

(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).

D.D. (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):

D.O. (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.

3. Purchaser's Acknowledgement. Purchaser acknowledges the following – Purchaser must initial all three spaces:

RPG Purchaser has received copies of all information listed above.

RPG Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

RPG 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, as stated in Section 5 on the following page;

(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Agent has informed the Seller of the Seller's obligations under 42.U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Agent's Acknowledgement (initial): D-DB Listing Broker

5. **Risk Assessment or Inspection Contingency**

The Contract of Sale is contingent upon a risk assessment or inspection by the Purchaser of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00p.m. on the tenth (10th) calendar day after the date of the Contract Sale. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet *Protect Your Family From Lead in Your Home* for more information). The Purchaser is not obligated under the Contract of Sale to purchase the property until the above 10-day deadline has expired.

THIS CONTINGENCY WILL TERMINATE AT THE ABOVE 10-DAY DEADLINE UNLESS THE PURCHASER (OR PURCHASER'S AGENT) DELIVERS TO THE SELLER (OR SELLER'S AGENT) A WRITTEN CONTRACT ADDENDUM LISTING THE SPECIFIC EXISTING DEFICIENCIES AND CORRECTIONS NEEDED, TOGETHER WITH A COPY OF THE INSPECTION AND/OR RISK ASSESSMENT REPORT. The Seller may, at the Seller's option, within five (5) calendar days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not notify the Purchaser of the Seller's election to correct the condition within such 5-day period, the Seller is deemed to have elected to not correct the condition. If the Seller does not elect to make the corrections, or if the Seller makes a counter-offer, the Purchaser shall have three (3) calendar days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this Contract of Sale shall become void. The Purchaser may remove this contingency at any time without cause.

6. **Certification of Accuracy**

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

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE.

OWNER (S):

Green River Capital, by Power of Attorney for
Federal Home Loan Mortgage Corporation

BY: Dustin
Dustin Dean, Sales Specialist

PRINT NAME: Dustin Dean

DATE: 12/5/16

PURCHASER (s): Sign legal name as shown on contract:

BY: Green Pointe Management
Robert P. Gillespie

PRINT NAME: Robert P. Gillespie
(MANAGING PARTNER)

DATE: _____

BY: _____

PRINT NAME: _____

DATE: _____

(Both Real Estate Agents must sign)

LISTING REAL ESTATE AGENT:
BY: Dan Deleh

DATE: 12/5/2016

SELLING REAL ESTATE AGENT

BY: Christopher C. Taylor

DATE: 1/28/17

HomeSteps, a unit of Freddie Mac
5000 Plano Parkway * Carrollton, TX * 75010 * 972-395-4000



Lead-Based Paint Addendum Compliance Checklist

This checklist must be filled out and attached with each Lead-Based Paint Addendum to ensure all requirements of the form are completed and sent to the Closing Agent to avoid any closing delays:

- Signed form provided by the HomeSteps Sales Specialist at time of asset listing; if you do not receive the form, please ask for the form – no other form will be accepted
- Lead-Based Addendum form has not been altered
- Complete legal name of Seller and Purchaser as indicated on the Contract of Sale
- Property address, city, state and zip code on form
- Section 2 - Seller Disclosure
 - Initialed by HomeSteps Sales Specialist in section A and section B
 - Appropriate check boxes selected regarding lead-based paint disclosure
- Section 3 - Purchaser's Acknowledgement
 - Purchaser has acknowledged and initialed all three line items
 - Purchaser has acknowledged and checked third paragraph concerning risk assessment or inspection
- Section 4 - Real Estate Agent's Acknowledgment
 - Real Estate Listing Agent has initial Agent's acknowledgement
- Section 5 – Risk Assessment or Inspection Contingency
 - Read thoroughly – Freddie Mac clause
- Section 6 Certification of Accuracy
 - HomeSteps- Sales Specialist signature
 - HomeSteps - Sales Specialist date provided
 - All Purchasers on real estate contract have signed addendum
 - Purchasers signed legal name as shown on contract
 - Complete printed name section for Purchasers on addendum
 - Purchasers have dated addendum
 - Listing Agent signed and dated addendum
- Addendum is complete and legible
- Both pages of addendum have been sent to Closing Agent
- Kept a copy for my property file



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: 618 W Shore Blvd. Sheffield Lake, Oh 44054

Buyer(s): Green Pointe Management

Seller(s): Freddie Mac

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 Dawn M. Doleh AGENT(S), and Russell Real Estate Services 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 27717
BUYER/TENANT DATE

[Signature] Kriss D. Felty 03/02/2017
SELLER DATE
Felty & Lembright Co. LPA,
SELLER for Federal Home Loan Mortgage Corp. By: Kriss D. Felty
DATE

Wood Destroying Insect Inspection Report		Notice: Please read important consumer information on page 2.	
Section I. General Information Inspection Company, Address & Phone Imperial Pest Control LLC 3316 Twain Circle Brunswick, Ohio 44212 330.220.3310		Company's Business Lic. No. #90333	Date of Inspection 11/9/16
Inspector's Name, Signature & Certification, Registration, or Lic. # Ken Schlick, #18187, <i>Ken Schlick</i>		Address of Property Inspected 618 West Shore Blvd Sheffield Lake, Ohio Structure(s) Inspected House	
Section II. Inspection Findings This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or defects. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:			
<input checked="" type="checkbox"/> A. No visible evidence of wood destroying insects was observed.			
<input type="checkbox"/> B. Visible evidence of wood destroying insects was observed as follows:			
<input type="checkbox"/> 1. Live insects (description and location): _____			
<input type="checkbox"/> 2. Dead insects, insect parts, frass, shatter tubes, exit holes, or staining (description and location): _____			
<input type="checkbox"/> 3. Visible damage from wood destroying insects was noted as follows (description and location): _____			
NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.			
Yes <input type="checkbox"/> No <input type="checkbox"/> It appears that the structure(s) or a portion thereof may have been previously treated. Visible evidence of possible previous treatment: _____			
The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment and any warranty or service agreement which may be in place.			
Section III. Recommendations			
<input checked="" type="checkbox"/> No treatment recommended: (Explain if Box B in Section II is checked) _____			
<input type="checkbox"/> Recommend treatment for the control of: _____			
Section IV. Obstructions and Inaccessible Areas			
The following areas of the structure(s) inspected were obstructed or inaccessible:		The inspector may write out obstructions or use the following optional key:	
<input type="checkbox"/> Basement _____ <input checked="" type="checkbox"/> Crawlspace <u>1,0</u> <input checked="" type="checkbox"/> Main Level <u>1, 3, 4, 6</u> <input type="checkbox"/> Attic _____ <input type="checkbox"/> Garage _____ <input checked="" type="checkbox"/> Exterior <u>1, 7</u> <input type="checkbox"/> Porch _____ <input type="checkbox"/> Addition _____ <input type="checkbox"/> Other _____	1. Flood ceiling 13. Only visual access 2. Suspended ceiling 14. Cluttered condition 3. Flood wall covering 15. Standing water 4. Floor covering 16. Dense vegetation 5. Insulation 17. Exterior siding 6. Cabinets or shelving 18. Window well covers 7. Stored items 19. Wood pile 8. Furnishings 20. Snow 9. Appliances 21. Unsafe conditions 10. No access or entry 22. Rigid foam board 11. Limited access 23. Synthetic stucco 12. No access beneath 24. Duct work, plumbing, and/or wiring		
Section V. Additional Comments and Attachments (these are an integral part of the report) _____ _____ _____ Attachments _____			
Signature of Seller(s) or Owner(s) if refinancing. Seller acknowledges that all information regarding W.D.I. infestation, damage, repair, and treatment history has been disclosed to the buyer. X <i>Kriss D. Felty</i> Felty & Lembright Co., LPA, POA, for 03/02/2017		Signature of Buyer. The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported. <i>Robert E. Gillmore</i> <i>Greenpointe Mortgage</i>	

Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- 1. About the Inspection:** A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. For purposes of this inspection, wood destroying insects include termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms. This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. This shall not be construed as a 90-day warranty. There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.
- 2. Treatment Recommendation Guidelines Regarding Subterranean Termites:** FHA and VA require treatment when any active infestation of subterranean termites is found. If signs of subterranean termites — but no activity — are found in a structure that shows no evidence of having been treated for subterranean termites in the past, then a treatment should be recommended. A treatment may also be recommended for a previously treated structure showing evidence of subterranean termites — but no activity — if there is no documentation of a liquid treatment by a licensed pest control company within the previous five years unless the structure is presently under warranty or covered by a service agreement with a licensed pest control company.
- 3. Obstructions and Inaccessible Areas:** No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- 4. Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- 5. Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.**

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Green Pointe Management, Buyer(s)/Borrower(s)

Federal Home Loan Mortgage Corporation, Seller

From: Felty and Lembright Co., L.P.A.

Property Address: 618 W Shore Blvd Sheffields Lake 44054

Date: 2-17-17

This is to give you notice that Felty and Lembright Co., L.P.A., has a business relationship with Community First Title Agency, Inc. The controlling principals of Felty and Lembright Co., L.P.A. have a 100% ownership in Community First Title Agency, Inc. Because of this relationship, this referral may provide Felty and Lembright Co., L.P.A., a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use Community First Title Agency, Inc., as a condition for purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Community First Title Agency, Inc.'s ranges of charges:

<u>Sellers Fees</u>	<u>Buyers Fees</u>
<u>Title Exam: \$250 - \$350</u>	<u>Settlement Fee: \$250.00</u>
<u>Title Insurance Binder: \$75</u>	<u>Lender's Title Insurance Premium (provided lender's title insurance policy is issued at the same time as owner's title insurance policy):</u> <i>If the coverage amount of lender's title insurance policy is the same or less than that of owner's title insurance policy: \$100</i> <i>If the coverage amount of lender's title insurance policy is more than that of owner's title insurance policy: \$100 plus an amount set by the Ohio Title Insurance Rating Bureau, Inc. (based on the difference between the coverage amount of lender's title insurance policy and the coverage amount of owner's title insurance policy), subject to Underwriter's approval.</i>
<u>Owners' Title Insurance Premium:</u> Rate Schedule as set by the Ohio Title Insurance Rating Bureau, Inc.	<u>Endorsements to Lender's Title Insurance Premium:</u> Rate Schedule as set by the Ohio Title Insurance Rating Bureau, Inc.

ACKNOWLEDGMENT

I/We have read this disclosure form and understand that Felty and Lembright Co, L.P.A., is referring me/us to purchase the above described settlement services from Community First Title Agency, Inc., and may receive a financial or other benefit as the result of this referral.

Green Pointe Management 2-17-17 Kriss D. Felty 03/02/2017
 Buyer/Borrower Date Seller Date
Kristin P. Callahan 2-17-17
 Buyer/Borrower (Managing Partner) Date
 Buyer/Borrower Date
 Buyer/Borrower Date

Felty & Lembright Co. LPA, POA,
 for Federal Home Loan Mortgage
 Corp. By: Kriss D. Felty



Commission Disbursement Authorization

FHLMC Loan# 720674983 Asset ID #: 1181334
Closing Attorney/Escrow Name: LESLIE BOYD
Property Address: W 618 SHORE BLV, SHEFFIELD LAKE, OH, 44054
Buyers Name: Green Points Management LLC
Sales Price: \$ 26000.00 Approved Commission 11.54 % or \$3000.00

INSTRUCTIONS TO PAY COMMISSION

Listing Broker Amount \$ 1500.00 % 50.00

Incentive/Bonus (if applicable):

Company Name: RUSSELL REAL ESTATE SERVICES

Address: 12180 PEARL RD

City/State: STRONGSVILLE / OH 44138

Listing Broker Name: DAWN DOLEH

Selling Broker Amount \$ 1500.00 % 50.00

Incentive/Bonus (if applicable):

Company Name: Realty Trust Services

Address: 29950 DETROIT AVE SUITE 300

City/State: WESTLAKE, OH 44145

Selling Broker Name: Christopher Kaylor

Total Commission (Does not include incentives and/or bonuses) Amount \$ 3000.00

The Listing and Selling Brokers hereby approve the above commission and incentives and bonuses (if applicable), and demand is hereby made for the same at the close of escrow. Notwithstanding the foregoing, Listing Broker understands and agrees that in accordance with Section 11 of the HomeSteps Master Listing and Services Agreement, Freddie Mac may withhold part or all of the above commission and/or incentives and bonuses (including those amounts that are payable to the Selling Broker, if Listing Broker is acting in a dual capacity) in order to offset any amounts owed or claims to be owed by the Listing Broker to Freddie Mac. In the event that such claim amount has not been determined with certainty, Freddie Mac is entitled to offset from the commission and/or incentives and bonuses, the amount Freddie Mac estimates, in its sole discretion, it could suffer as a loss.

Listing Broker Name: DAWN DOLEH

Selling Broker Name: Christopher Kaylor

License No: 2004004801

License No: 2011003065

Signature of Dawn Doleh
Signature of Authorized Party

Signature of Christopher Kaylor
Signature of Authorized Party

Federal Home Loan Mortgage Corporation

Seller: Kriss D. Felty

Date: 03/02/2017

Felty & Lembright Co. LPA, POA, for
Federal Home Loan Mortgage Corp.
By: Kriss D. Felty

Version June 2016

No. 2011436088

Remitter CHRISTOPHER KAYLOR

Date 03/01/2017

PURCHASER'S RECEIPT

Pay One Thousand Dollars & 00/100 \$ ** 1,000.00 **

To the Order Of
RUSSELL REAL ESTATE SERVICES

By NON-NEGOTIABLE

Authorized Signer

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CASHIER'S CHECK

The Huntington National Bank - Branch 033022
Columbus, Ohio 43219



No. 2011436088

Remitter CHRISTOPHER KAYLOR

Date 03/01/2017

Pay One Thousand Dollars & 00/100 \$ ** 1,000.00 **

To the Order Of
RUSSELL REAL ESTATE SERVICES

Drawer: The Huntington National Bank
Columbus, Ohio 43219

618 W shore
DRAWEE: The Huntington National Bank
Columbus, Ohio 43219

By *Joan Seiler*
Authorized Signer

⑈ 2011436088⑈ ⑆044000024⑆ 01892517247⑈



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

Receipt

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

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

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1534864

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
GREEN POINTE MANAGEMENT, LLC

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

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200510901742

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

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

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (select One)

- Yes PO Box 1390
Columbus, OH 43216
*** Requires an additional fee of \$100 ***
- No PO Box 670
Columbus, OH 43216

**ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY**
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

<p>(1) <input checked="" type="checkbox"/> Articles of Organization for Domestic Limited Liability Company (116-LCA) ORC 1705</p>	<p>(2) <input type="checkbox"/> Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705</p>
<small>(Date of Formation)</small>	<small>(State)</small>

Complete the general information in this section for the box checked above.

Name Green Pointe Management, LLC

Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.L.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

This limited liability company shall exist for perpetual _____
(Optional) (Period of existence)

Purpose The purpose for which the company is formed is to engage in any lawful act or activity
(Optional) for which limited liability companies may operate in the State of Ohio.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

 (Name)

 (Street) NOTE: P.O. Box Addresses are NOT acceptable.

 (City) (State) (Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

 (Name)

 (Street) NOTE: P.O. Box Addresses are NOT acceptable.

 (City) Ohio (Zip Code)
(State)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
 Must be authenticated (signed)
 by an authorized representative
 (See Instructions)

Michael C. DeJohn 04/08/05
 Authorized Representative Date

Michael C. DeJohn, Esq.
 (Print Name)

 Authorized Representative Date

 (Print Name)

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Green Pointe Management, LLC
(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

Michael C. DeJohn, Esq.
(Name of Agent)

21380 W Lorain Road
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Fairview Park Ohio 44126
(City) (State) (Zip Code)

Must be authenticated by an authorized representative

[Signature]
Authorized Representative

04-08-05
Date

[Blank Signature Box]
Authorized Representative

[Blank Date Box]
Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Green Pointe Management, LLC
(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

[Signature]
(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Jon Husted
Ohio Secretary

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Corporation Details

Corporation Details		
Entity Number	1534864	
Business Name	GREEN POINTE MANAGEMENT, LLC	
Filing Type	DOMESTIC LIMITED LIABILITY COMPANY	
Status	Active	
Original Filing Date	04/11/2005	
Expiry Date		
Location:	County:	State:
Agent / Registrant Information		
MICHAEL DEJOHN 5528 KILBOURNE DRIVE LYNDHURST, OH 44124 Effective Date: 10/13/2016 Contact Status: Active		
Incorporator Information		
MICHAEL D. DEJOHN		
Filings		
Filing Type	Date of Filing	Document Number/Image
ARTICLES OF ORGANIZATION/DOM. LIMITED LIABILITY CO	04/11/2005	200510901742
AGENT ADDRESS CHANGE/LIMITED/LIABILITY/PARTNERS	07/06/2007	200719100294
TRADE NAME/ORIGINAL FILING	02/27/2009	200906101070
TRADE NAME/ORIGINAL FILING	01/28/2011	201102800598
AGENT ADDRESS CHANGE/LIMITED/LIABILITY/PARTNERS	10/24/2014	201429701050
AGENT ADDRESS CHANGE/LIMITED/LIABILITY/PARTNERS	10/13/2016	201628806780

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

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

SECTION 1
DEFINITIONS

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

SECTION 2
FORMATION

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

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

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

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

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

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

SECTION 3

RECORDS

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

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

SECTION 4 MANAGEMENT

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

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

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

SECTION 5

MEETINGS

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

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

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

5.4 Proxies. Proxies will not be accepted.

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

SECTION 6 MEMBER ACCOUNTS

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

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

6.3 Losses. All losses will be shared equally 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.

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

MEMBERS:

A handwritten signature in black ink, appearing to read "Robert Gillespie", written over a horizontal line.

Robert Gillespie

EXHIBIT A
UNIT MEMBERSHIP

NAME

UNIT PERCENTAGE

Robert Gillespie

100%