



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 BUYER The undersigned DRD Holdings LLC offers to buy the
2 PROPERTY located at 3814 Russell Ave
3 City Parma, Ohio, Zip 44134
4 Permanent Parcel No. 433-30-79, and further described as being:

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting.
11 The following items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
12 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas
13 grill; fireplace tools; screen; glass doors and grates; 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 \$ 49,000 ~~52,000~~ x Ab
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: \$ 5,200
1,000 x Ab
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 \$ 46,800 x Ab 12-19-16
35 Mortgage loan to be obtained by BUYER \$ 0
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 CABDR, LoCAR, LCAR as
Revised May 1, 2000
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43 NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
 44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
 45 account until a written release from the parties consenting to its disposition has been obtained or until
 46 disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
 48 with the lending institution or escrow company on or before Dec 23, 16 and title shall be
 49 transferred on or about Dec 23, 16 or sooner

50 **POSSESSION** SELLER shall deliver possession to BUYER on 12-23-16 (date) at NOON (time)
 51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
 52 by the SELLER free for _____ () 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 SELLER'S TITLE COMPANY SERVICE CENTER
 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 VAFHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
 95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

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

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

102 _____ BUYER shall secure new insurance on the property.

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

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

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

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

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

123 **WAIVER** XG (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 type="checkbox"/> <input checked="" type="checkbox"/>	OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

134 _____
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

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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 AG (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 NONE
 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

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 Concurrence Addendum Lead Based Paint Other _____
 242 are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting
 243 terms in the purchase AGREEMENT.

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

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

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

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

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

186 BUYER HAS NOT _____ (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.

a County Bar Association
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244 DAD Holding--> 3717 W134th St. Cleveland
245 (BUYER) (ADDRESS AND ZIP CODE)

246 [Signature] --> 12-6-16
247 (BUYER) (PHONE NO.) (DATE)

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

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

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of \$1,000 ~~down~~ MIN. OR percent (3 %) **AR**
253 of the purchase price to REALTY TRUST SERVICES (Broker)
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)
255 and PER LISTING percent (%) of the
256 purchase price to PER LISTING (Broker)
257 (Address)

258 as the sole procuring agents in this transaction. December 21, 2016

259 [Signature] Conrad Strbakos
260 Select Portfolio Servicing, Inc. as Attorney in Fact

261 _____ (PHONE NO.)
262 CS _____ CS
263 **SUBJECT TO COUNTER OFFER** **PROPERTY ACQUIRED THROUGH FORECLOSURE**
264 **AND/OR ADDENDUM** (ADDRESS AND ZIP CODE) **DISCLOSURE EXEMPT**
265 _____ **SELLER MAKES NO WARRANTIES**
266 (PRINT SELLER'S NAME) (PHONE NO.) **PROPERTY SOLD AS IS**

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>JEFF Smutek</u> <u>TEAM</u>	<u>438599</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>Re/Max Crossroads</u>	<u>2184</u>
273 (Listing broker name)	(Listing broker office #)
274 <u>Christopher Kaylor</u>	<u>2011003065</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>Realty Trust Services</u>	<u>9165</u>
277 (Selling broker name)	(Selling broker office #)



AGENCY DISCLOSURE STATEMENT



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

Property Address: 3814 Russell Ave. Parma, OH 44139
Buyer(s): DRD Holding LLC
Seller(s): Select Portfolio Servicing

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 JEFF Smutek TEAM AGENT(S), and RE/MAX CROSSROADS 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.

DRD Holdings LLC BUYER/TENANT 12-6-16 DATE
[Signature] BUYER/TENANT 12-6-16 DATE

[Signature] SELLER/LANDLORD Conrad Stribakos
Select Portfolio Servicing, Inc. as Attorney in Fact DATE

December 21, 2016

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DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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



CS
SUBJECT TO COUNTER OFFER
AND/OR ADDENDUM

X *[Signature]*

ADDENDUM TO CONTRACT - Select Portfolio Servicing

Street Address: 3814 RUSSELL AVENUE , PARMA, OH 44134
 Property #: 0012368221
 Seller: PNC Bank, National Association
 Buyer(s): DRD Holdings LLC DRD Holdings LLC
 Date: 12/12/2016

Accepted Offer Details

Item	Detail	Item	Detail
Offer/Addendums Signed	No	Loan Down Payment	
Offer Price \$52,001	\$62,001	Loan Amount	
Closing Date	12/30/2016	Buyer's points/\$	No
Initial Earnest Money	\$5,200	Other Seller's Costs	No
Earnest Money in form of	Cash	Buyer Termite Report cost credit	
Per Diem Rate	\$100	Buyer Home Protection Plan cost credit	
Attorney Contingency	No	Buyer FHA/VA cost credit as amount	
Inspection(s) Contingency	No	Concession #1: AS-IS! NO INSPECTIONS. NO CONTINGENCIES.	
Mortgage Contingency	No	Concession #2:	
Cash Offer	Yes	Concession #3:	
Proof of Funds	No	Concession #4:	
Mortgage Pre-Approved		Buyer premium:	
Mortgage Conditions			
Loan Type			

Select Portfolio Servicing, Inc.

Addendum to Real Estate Purchase Contract

LOAN No.: Refer to Property#:

NOTICE: The property that is the subject of this Addendum is subject to prior sale or withdrawal from the market at any time, without notice, and Select Portfolio Servicing, Inc. reserves the right to consider and reject any and all offers received for the property. Any offer to purchase must be based solely on the purchaser's own investigation and no representations or warranties will be made by Select Portfolio Servicing, Inc. except as may be provided in this Addendum, and any sale will be subject to the terms and conditions of this Addendum.

THIS ADDENDUM TO REAL ESTATE PURCHASE CONTRACT ("Addendum") is made a part of, and incorporated into, that certain Real Estate Purchase Contract dated the [Refer to Date] ("Contract") between Seller and Purchaser with regard to the Property (as such terms are defined below). This Addendum and the Contract are sometimes herein referred to collectively as the "Agreement."

"Seller" Name: Select Portfolio Servicing, Inc., as attorney-in-fact
 "Purchaser" Name: [Refer to Buyer(s)] DRD Holdings LLC
 "Property" address: [Refer to Street Address] 3814 Russell Ave.
 Closing Date: [Refer to Closing Date] 12/30/2016
 Purchase Price: [Refer to Offer Price] 52,001

Lead Paint Disclosure: Does the Property include a residential dwelling built prior to 1978? Check One (X) Yes; () No. If yes, the parties must complete the attached Disclosure Of Information On Lead-Based Paint and/or Lead-Based Paint Hazards.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

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1. **Not Binding Until Accepted By Seller.** Notwithstanding any verbal acknowledgment by Seller or any agent of Seller, Purchaser acknowledges and agrees that the Agreement is not binding on Seller unless and until approved by Seller's management and this Addendum is executed by all parties. The date of execution by Seller of this Addendum shall be referred to herein as the "Seller Acceptance Date." Notwithstanding Seller's acceptance, Purchaser acknowledges and agrees that the Property is subject to prior sale or withdrawal from the market by Seller at any time, without notice, and Seller reserves the right to consider and reject any and all offers received for the Property including Purchaser's offer.

2. **Purchase Price.** The purchase price for the Property shall be paid to Seller in immediately available funds (cashier's check, certified check or wire transfer) at the Closing (defined below).

3. **Earnest Money.** Immediately following Seller's acceptance of the Agreement, escrow will be opened by both parties with an escrow agent designated by Seller or otherwise acceptable to Seller. The Earnest Money deposit shall be deposited into the selling agents earnest money trust account in accordance with the terms of the sales contract and statutory requirements. The Earnest Money shall be equal to the greater of (A) amount negotiated by the parties, (B) 3% of the Purchase Price or (C) \$1,000. **[Refer to Earnest Money] to Listing Agreement and Escrow Agent.** The selling agent shall provide proof to Listing Agent and Escrow Agent that the Earnest Money has been deposited into its real estate trust account prior to opening escrow.

4. **Time of the Essence; Closing Date.**

(a) Subject to Seller's right to extend the Closing Date (defined below), the parties agree that time is of the essence with respect to all dates specified herein, and Purchaser's performance under the Agreement and any addenda, riders or amendments thereto.

(b) The closing of the purchase and sale of the Property ("Closing") shall be held in the offices of Seller's attorney or agent, or at a place designated and approved by Seller, unless otherwise required by applicable law. The date of the Closing **[Refer to Closing Date]** shall take place on or before the date set forth **[Refer to Closing Date]**, or within five (5) days of final loan approval by Purchaser's lender, whichever is earlier, unless the Closing Date is extended in a writing signed by Seller and Purchaser pursuant to Section 4(c) or otherwise extended by Seller under the terms of Section 19 of this Addendum. If the Closing does not occur by the Closing Date, or in any written extension, the Agreement shall automatically terminate and Seller shall retain any Earnest Money as liquidated damages.

(c) In the event Purchaser requests an extension of the Closing Date (which request shall be made in writing) and the Seller agrees to the extension, Purchaser shall pay to Seller a per diem extension fee ("Extension Fee") in the amount of **[Refer to Per Diem]** for each calendar day through and including the Closing Date specified in the written extension agreement. The Extension Fee shall be deposited in immediately available funds (cashier's check, certified check or wire transfer) with Seller or other party designated by Seller at the time of Purchaser's request to extend the Closing Date. Purchaser acknowledges and agrees that Seller will incur carrying costs related to any extension of the Closing Date and accordingly that the **Extension Fee shall not be credited to Buyer at Closing and shall be in addition to the Purchase Price.** The Extension Fee shall be nonrefundable to Purchaser except in the event Seller terminates the Agreement pursuant to Section 19.

5. **Financing Contingency.** Purchaser's obligation to purchase the Property under the Agreement: IS or IS NOT contingent **[Refer to Mortgage Contingency]** on Purchaser obtaining financing for the purchase of the Property.

(a) If Purchaser's obligation to purchase the Property is contingent on financing, Purchaser shall apply for and diligently pursue thereafter a loan at prevailing rates, terms and conditions. Purchaser shall complete and submit to a mortgage lender an application for a mortgage loan prior to the Seller's Acceptance of the offer. Purchaser shall use diligent efforts to obtain a mortgage loan commitment within the time period.

[Refer to Mortgage Contingency] of the date of Seller Acceptance Date. If, despite Purchaser's diligent efforts, Purchaser cannot obtain a mortgage loan commitment within the specified period, then either Purchaser or Seller may terminate the Agreement by giving written notice to the other party. In the event of a proper and timely termination of the Agreement under this Section 5(a), the Earnest Money shall be returned to Purchaser and the parties shall have no further obligation to each other under the Agreement.


(b) Purchaser shall ensure that the lender selected by Purchaser to finance the sale shall provide applicable funding to the settlement agent selected by Seller on or before the date of settlement. Purchaser shall further ensure that the selected lender shall provide all lenders prepared closing documentation to the settlement agent no later than 48 hours prior to settlement or such earlier date as required by law. Purchaser acknowledges and agrees that Purchaser shall be in default under Section 20 of this Addendum if Purchaser's lender fails to fund and/or provide closing documentation as required by this Section 5(b) and that any extensions to Closing shall be subject to the provisions of Section 4(c) of this Addendum.

6. **Inspection.**

(a) On or before **[Refer to Inspection Contingency Date]** of the Seller Acceptance Date, Purchaser shall inspect the Property or obtain for its own use, benefit and reliance, inspections and/or reports on the condition of the Property; otherwise, Purchaser shall be deemed to have waived such inspection and any objections to the condition of the Property and to have accepted the condition of the Property for all purposes. Purchaser shall keep the Property free and clear of liens and indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, including attorney and paralegal fees, related to Purchaser's inspection. Purchaser shall promptly repair all damages arising from or caused by the inspections.

(b) Purchaser shall not directly or indirectly cause any inspection to be made by any government building or zoning inspector or government employee without the prior written consent of Seller, unless such inspection is required by law. In any event, Purchaser shall provide written notice to Seller prior to any inspection to be made by any government building or zoning inspector or government employee.

(c) If Seller has winterized the Property and Purchaser desires to have the Property inspected, the listing agent will, with Seller's prior consent, have the Property de-winterized prior to inspection and re-winterized after inspection. . (d) Within three (3) calendar days of receipt of any inspection report prepared by or for Purchaser, but not later than (the expiration of the **[Refer to Inspection Contingency Date]**), whichever first occurs, Purchaser will provide written notice to Seller of any disapproved items. Purchaser's failure to provide written notice shall be deemed as acceptance of the condition of the Property. Upon request by Seller, Purchaser shall provide to Seller, at no cost, complete copies of all inspection reports upon which Purchaser's disapproval of the condition of the Property is based. In no event shall Seller be obligated to make any repairs or replacements whatsoever that may be indicated in Purchaser's inspection reports. Seller may, in its sole discretion, make such repairs to the Property under the terms described in Section 8 of this Addendum. If Seller elects not to repair the Property, Purchaser may cancel the Agreement not later than three (3) calendar days from the Seller's notification of election not to repair the property and the Earnest Money shall be returned to Purchaser. If Seller elects to make any such repairs to the Property, Seller shall notify Purchaser after completion of the repairs and Purchaser shall have three (3)

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calendar days from the date of notice to inspect the repairs and notify Seller of any disapproved items. Purchaser's failure to disapprove in writing such repairs shall be deemed as Purchaser's acceptance thereof.

(e) In situations that are applicable, a structural, electrical, mechanical or termite inspection report may have been prepared for the benefit of Seller. Upon request, Purchaser will be allowed to review the report to obtain the same information and knowledge Seller has about the condition of the Property but Purchaser acknowledges that the inspection reports were prepared for the sole use and benefit of Seller. Purchaser shall not rely upon any such inspection reports obtained by Seller in making a decision to purchase the Property.

(f) If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Purchaser, at Purchaser's own expense, is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, the planned unit development or the cooperative within seven (7) days of the Seller Acceptance Date. Seller agrees to use reasonable efforts, as determined in Seller's sole discretion, to assist Purchaser in obtaining a copy of the covenants, conditions and restrictions and bylaws. Purchaser will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Purchaser does not notify Seller in writing, within ten (10) days of the Seller Acceptance Date, of Purchaser's objection to the covenants, conditions and restrictions and/or bylaws.

(g) This Section 6(g) shall govern and apply if the Property includes a residential dwelling built prior to 1978. The parties agree to execute and deliver the attached DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS. Unless Purchaser has waived the right to conduct an inspection, the following shall apply:

OPPORTUNITY TO CONDUCT A LEAD PAINT RISK ASSESSMENT OR INSPECTION

Purchaser's obligation to purchase the Property is conditioned upon Purchaser's approval of a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. The risk assessment or inspection ("Risk Assessment") of the Property shall be paid for by Purchaser and shall be conducted by individuals or entities of Purchaser's choice. Seller shall cooperate in making the Property available for the Risk Assessment. The deadline for Purchaser to complete and review the Risk Assessment ("Risk Assessment Deadline") shall be ten (10) calendar days after Seller Acceptance Date.

If the results of the Risk Assessment are not acceptable to Purchaser, Purchaser may either (a) provide written objections to Seller as provided in Section 6 of this Addendum; or (b) immediately cancel the Agreement by providing written notice of cancellation to Seller by the Risk Assessment Deadline, together with a copy of the Risk Assessment report. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.

If Purchaser does not immediately cancel the Agreement as provided above, Purchaser may, by the Risk Assessment Deadline, provide Seller with written objections and a copy of the Risk Assessment report. Purchaser and Seller shall have seven (7) calendar days after Seller's receipt of the objections (the "Response Period") in which to agree in writing upon a manner of resolving Purchaser's objections. Seller may, but shall not be required to, resolve Purchaser's objections.

If Purchaser and Seller have not agreed in writing upon the manner of resolving Purchaser's objections, Purchaser may cancel the Agreement by providing written notice to Seller no later than three (3) calendar days after expiration of the Response Period. Upon receipt of a copy of Purchaser's written notice of cancellation, the Earnest Money shall be returned to Purchaser.

If Purchaser does not deliver a written objection to Seller regarding the results of the Risk Assessment, or cancel the Agreement, any objections to the results of the Risk Assessment shall be deemed waived by Purchaser and Purchaser shall take the Property "AS-IS" with regard to any lead-based paint or lead-based paint hazards that may be present in the Property.

7. Condition of Property. PURCHASER ACKNOWLEDGES AND UNDERSTANDS THAT SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, RIGHT OF EMINENT DOMAIN OR SIMILAR PROCESS, AND SELLER CONSEQUENTLY HAS NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER, PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS-IS," "WHERE-IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS, ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, OR THE EXISTENCE OF MOLD (AS DEFINED BELOW), WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. PURCHASER ACKNOWLEDGES THAT SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE, AND SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO:

(a) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY OR SAFETY OF THE PROPERTY OR IMPROVEMENTS.

(b) THE CONFORMITY OF THE PROPERTY OR THE IMPROVEMENTS TO ANY ENVIRONMENTAL, ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE.

(c) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS, INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH IF KNOWN TO PURCHASER, WOULD CAUSE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.

(d) Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to herein as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repair of the Property. Purchaser acknowledges that if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the cleaning, repair or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property, and Purchaser has not in any way relied

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upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

(e) In the event the Property is affected by an environmental hazard, as determined by Seller, either party may terminate the Agreement. In the event Seller decides to sell the Property to Purchaser and Purchaser agrees to purchase the Property, Purchaser agrees to execute an indemnity and general release at Closing, in a form acceptable to Seller, releasing Seller from any liability related to environmental hazards or conditions on the Property. In the event Purchaser elects not to execute the disclosure and release, the Agreement shall, at Seller's discretion, automatically terminate and be of no further force or effect.

(f) In the event Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, Seller may terminate the Agreement or delay the Closing Date or Purchaser may terminate the Agreement. In the event the Agreement is terminated by either Purchaser or Seller pursuant to this Section 7(f), any Earnest Money shall be returned to Purchaser. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither Purchaser nor Seller terminate the Agreement, Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code or regulation and with orders issued in any code enforcement proceeding, and (c) to resolve the deficiencies as soon as possible after the Closing. Purchaser agrees to execute any and all documents necessary or required for Closing by any agency with jurisdiction over the Property. Purchaser further agrees to indemnify Seller from any and all claims or liability arising from Purchaser's breach of this Section 7(f).

(g) The Closing shall constitute acknowledgment by Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to Purchaser. Purchaser agrees that Seller shall have no liability for any claims or losses Purchaser or Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

(h) Purchaser acknowledges and agrees that neither Seller nor Seller's agents have made nor will make any oral or written representation or warranty regarding the accuracy of the address of the Property.

(i) Purchaser acknowledges and agrees that the Property was acquired through foreclosure, deed in lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. Accordingly, to the fullest extent allowed by law, Seller shall be exempt from providing or filing any disclosure statement with respect to the Property and Purchaser acknowledges and agrees to assume any disclosure obligations of Seller. Purchaser shall execute and deliver to Seller at or prior to Closing such further documents as Seller or its representatives may request with respect to the foregoing. If disclosures are required by state law, Purchaser hereby agrees to waive such requirements. If required by state law, Purchaser shall, upon request, execute a written waiver of the disclosure provisions of state law.

8. Repairs. Unless otherwise provided in Section 30 of this Addendum, Seller shall have no obligation to pay for or perform any inspections or repairs to the Property whatsoever. In the event Seller agrees to pay for or perform any inspections or repairs, this Section 8 shall govern such inspections or repairs.

(a) If Seller has agreed to pay for treatment of wood infesting organisms, Seller shall treat only active infestation. All treatments for wood infesting organisms and other repairs will be completed by a vendor approved by Seller, and will be subject to Seller's satisfaction only. Neither Purchaser nor its representatives shall enter upon the Property to make any repairs and/or treatments prior to the Closing without the prior written consent of Seller. To the extent that Purchaser or its representatives make repairs and/or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatments.

(b) Purchaser acknowledges that all repairs and treatments are done for the benefit of Seller and not for the benefit of Purchaser and that Purchaser has inspected or has been given the opportunity to inspect such repairs and treatments. Any repairs or treatments made or caused to be made by Seller shall be completed prior to the Closing. Under no circumstances shall Seller be required to make any repairs or treatments after the Closing Date.

(c) Purchaser acknowledges that the Closing of this transaction shall be deemed Purchaser's reaffirmation that Purchaser is satisfied with the condition of the Property for all purposes and satisfied with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. Seller shall not be obligated to obtain or provide to Purchaser any receipts for repairs or treatments, written statements indicating dates or types of repairs or treatments performed, or copies of such receipts or statements, nor any other documentation regarding any repairs and treatments to the Property. SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY WHATSOEVER.

9. Occupancy Status of Property.

(a) Purchaser acknowledges that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property, unless otherwise noted in Section 30 of this Addendum. Purchaser acknowledges and agrees that the Closing of this transaction shall be deemed Purchaser's reaffirmation that neither Seller nor its representatives, agents or assigns have made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 30 of this Addendum. Seller, its representatives, agents and assigns shall not be responsible for evicting or relocating any tenants or occupants or personal property at the Property prior to or subsequent to the Closing unless otherwise specifically agreed to in writing by Seller.

(b) Purchaser further acknowledges and agrees that Seller is not, to the best of Purchaser's knowledge, holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone, and Purchaser agrees that no sums representing such tenant security deposits shall be transferred to Purchaser as part of this transaction. Purchaser further agrees to assume all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations. All rent, due and payable and collected from tenants for the month in which the Closing occurs, will be prorated according to the provisions of Section 11 of this Addendum.

(c) Purchaser acknowledges and agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that as of the Closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, shall be Purchaser's sole responsibility and cost.

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

10. Personal Property. Purchaser acknowledges and agrees that items of equipment, fixtures, and other items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property (collectively, "Personal Property") shall not be included in the sale of the Property or the Purchase Price unless each item of Personal Property is specifically described and referenced in Section 30 of this Addendum. Any Personal Property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the Closing Date. Seller makes no representation or warranty as to the condition of any Personal Property, title thereto, or whether any personal property is encumbered by any liens or other adverse claims by third parties. Purchaser assumes full responsibility for any Personal Property remaining on the Property at the time of the Closing. **ANY PERSONAL PROPERTY SOLD BY SELLER SHALL BE ACCEPTED BY PURCHASER ON AN "AS IS, WHERE IS" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, AND SPECIFICALLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

11. Closing Costs and Adjustments.

(a) Purchaser and Seller agree to prorate the following expenses as of Closing and funding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, cooperative fees, maintenance fees, and rents, if any, in determining proration, responsibility for the day on which funding occurs shall be allocated to Purchaser. Payment of special assessment district bonds and assessments, and payments of homeowner's association of 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 the Purchase Price. Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All proration shall be based upon a 30-day month and, except as otherwise provided herein, all such proration shall be final. Seller shall not be responsible for any amounts due, paid or to be paid after Closing, including, but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after the Closing, and Purchaser as current owner of the Property receives the payment, Purchaser will immediately submit the refund to Seller. If the Property is heated or has storage tanks for fuel oil, liquefied petroleum gases or similar fuels, Purchaser will buy the fuel in the tank at Closing at the current price as calculated by the supplier.

(b) Except as expressly assumed by Seller in Section 30 of this Addendum, Purchaser shall bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the transaction contemplated by the Agreement.

(c) Purchaser shall pay the cost of any survey. Recording fees, escrow fees and other customary closing costs shall be allocated between Seller and Purchaser in the manner customary for residential real estate transactions in the metropolitan area or city in which the Property is located.

(d) SELLER AGREES TO PAY THE PREMIUM FOR AN OWNER'S POLICY OF TITLE INSURANCE ONLY IF THE OWNER'S POLICY IS ISSUED BY SELLER'S SELECTED TITLE AGENT. NOTWITHSTANDING LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, IF PURCHASER SELECTS A TITLE AGENT TO ISSUE THE OWNER'S POLICY OF TITLE INSURANCE, PURCHASER SHALL BE OBLIGATED TO PAY THE ENTIRE PREMIUM FOR SUCH POLICY AND SELLER SHALL HAVE NO OBLIGATION TO PAY ANY PORTION OF SUCH PREMIUM.

(e) Seller shall pay a real estate commission pursuant to the listing agreement between Seller and Seller's listing broker.

(f) All other costs and expenses, including any cost, expense or tax imposed by any state or local entity not otherwise addressed herein, shall be paid by Purchaser.

12. Delivery of Funds. Regardless of local custom, requirements, or practice, upon delivery of the Deed by Seller to Purchaser, Purchaser shall deliver all funds due Seller from the sale in the form of certified check, cashier's check, or wire transfer.

13. Governmental Required Permits and Repairs. Except as prohibited by law, if the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "Permits and Repairs"), Purchaser acknowledges and agrees that Purchaser shall be responsible for obtaining any and all of the Permits and Repairs at Purchaser's sole cost and expense. Purchaser shall make application for all Permits and Repairs within ten (10) days of the Seller Acceptance Date. Purchaser shall not have the right to delay the Closing due to Purchaser's failure or inability to obtain any required Permits and Repairs. Unless Seller declines to consent to a required inspection or repair to the Property, the failure of Purchaser to obtain and furnish the Permits and Repairs shall constitute a material breach of the Agreement. Notwithstanding the foregoing, neither Purchaser nor its representatives shall enter upon the Property to make any repairs or treatments prior to the Closing without the prior written consent of Seller. To the extent the Purchaser or its representatives make repairs or treatments to the Property prior to the Closing, Purchaser hereby agrees to release and indemnify Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification and provide proof of liability insurance naming Seller as a loss payee, both in a form acceptable to Seller, prior to entry on the Property and commencement of any such repairs or treatments. If the Property is located in a jurisdiction that requires Permits and Repairs and Seller declines to consent to a required inspection or repair to the Property, the Agreement shall terminate and the Earnest Money shall be refunded to Purchaser.

14. Delivery of Possession of Property. Seller shall deliver possession of the Property to Purchaser at the Closing and funding of the sale. Pursuant to Section 9 of this Addendum, the delivery of possession shall be subject to the rights of any tenants or parties in possession. If Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to Closing and funding without the prior written consent of Seller, such event shall constitute a breach by Purchaser under the Agreement and Seller may terminate the Agreement and Purchaser shall be liable to Seller for damages (including attorneys' fees and costs) caused by any such alteration or occupation of the Property prior to Closing and funding, and Purchaser waives any and all claims for damages or compensation for improvements made by Purchaser to the Property, including but not limited to any claims for unjust enrichment. Without limiting any remedy of Seller under this Addendum at law or in equity, Seller shall also have the right to terminate the Agreement and retain the Earnest Money as liquidated damages for Purchaser's default under this Section.

15. Form of Deed. The deed to be delivered at Closing shall be a 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 the grantor, but not otherwise

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(which deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" in the Agreement shall be construed to such form of deed.

16. **Defects in Title.** If Purchaser raises an objection to title to the Property or if the seller discovers a defect in title which, if valid, would make title to the Property uninsurable, Seller shall have the right unilaterally to terminate the Agreement by giving written notice of the termination to Purchaser. If Seller chooses to correct the problem through reasonable efforts, as determined by Seller in its sole and absolute discretion, prior to the Closing Date, including any written extensions, or if title insurance is available from a reputable title insurance company selected by Seller at regular rates containing affirmative coverages for the title objections, then the Agreement shall remain in full force and Purchaser shall perform pursuant to the terms set forth in the Agreement. Seller shall not be obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable or insurable, and any attempt by Seller to remove such title exceptions shall not impose an obligation upon Seller to remove those exceptions. Purchaser acknowledges that Seller's title to the Property may be subject to court approval of a foreclosure or to a mortgagor's right of redemption. In the event Seller is not able to (a) make the title insurable or correct any problems or (b) obtain title insurance from a title insurance company selected by Seller, all as provided herein, either party may terminate the Agreement and any Earnest Money shall be returned to Purchaser and Seller shall have no further obligation or liability to Purchaser hereunder. Section 19 (b) of this Addendum also provides that Seller may extend the Closing Date or terminate the Agreement if Seller determines, in Seller's sole and absolute discretion, that Seller is unable to convey insurable title to the Property.

17. **Representations and Warranties.** Purchaser hereby represents and warrants to, and covenants and agrees with, Seller as to the following matters (all representations, warranties and covenants are true on the date hereof and shall be true as of the Closing) with the understanding that Seller is relying on these representations, warranties and covenants in effecting the transactions contemplated hereby:

(a) Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by Seller, its servicers, representatives, brokers, employees, agents or assigns;

(b) This Addendum shall be binding and enforceable against Purchaser in accordance with its terms, and upon Purchaser's execution of the additional documents contemplated by this Addendum, they shall be binding and enforceable against Purchaser in accordance with their terms. The execution and delivery of this Addendum and Purchaser's performance of the obligations hereunder does not require any consents or approvals of any third persons;

(c) This Addendum will not, with or without the giving of notice or the lapse of time or both, violate or conflict with, result in a breach of, or constitute a default under, any agreement, contract, lease, license, instrument, or other arrangement to which Purchaser is a party, or by which Purchaser is bound;

(d) Neither Seller nor its servicers, employees, representatives, brokers, agents or assigns, have made any representations or warranties, implied or expressed, relating to the marketability, insurability or condition of the Property or the contents thereof, except as expressly set forth in Section 30 of this Addendum;

(e) Purchaser has not relied on any representation or warranty from the Seller regarding the marketability, insurability or condition of the Property or the contents thereof, or the nature, quality, or workmanship of any repairs made by Seller; and

(f) Purchaser will not occupy, or cause or permit others to occupy, the Property prior to Closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after Closing.

18. **WAIVERS BY PURCHASER.** AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THE AGREEMENT AS NEGOTIATED AND AGREED TO BY PURCHASER AND SELLER, PURCHASER WAIVES THE FOLLOWING:

(a) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE;

(b) ANY RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD OR FILE THE CONTRACT, THIS ADDENDUM OR ANY MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;

(c) ANY RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT, IF INVOKED, WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD-PARTY PURCHASER;

(d) ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;

(e) ANY AND ALL CLAIMS FOR FAILURE OF CONSIDERATION OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THE AGREEMENT;

(f) ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THE AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS ADDENDUM, TO WHICH PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR IN EQUITY, WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;

(g) ANY RIGHT TO TRIAL BY JURY, EXCEPT AS WAIVER THEREOF IS PROHIBITED BY LAW, IN ANY LITIGATION ARISING FROM, OR CONNECTED WITH OR RELATED TO THE AGREEMENT;

(h) ANY CLAIMS FOR LOSSES PURCHASER MAY INCUR AS A RESULT OF PURCHASER'S DUE DILIGENCE, INCLUDING BUT NOT LIMITED TO COST OF ANY INSPECTIONS OF OR REPORTS FOR THE PROPERTY, AND CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF THE PROPERTY, OR OTHER DEFECTS WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;

(i) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO MOLD, LEAD PAINT, FUEL OIL, ALLERGENS OR OTHER TOXIC SUBSTANCES OF ANY KIND;

(j) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE MARKETABILITY, INSURABILITY OR CONDITION OF THE PROPERTY, HABITABILITY, LACK OF SUITABILITY

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AND FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE;

(k) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS; AND

(l) ANY CLAIM FOR LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM, BASED UPON, DUE TO OR OTHERWISE RELATED TO: ANY DISCREPANCY BETWEEN THE PROPERTY'S ADDRESS AND THE PROPERTY INSPECTED BY PURCHASER; THE PROPERTY HAVING AN INCORRECT MUNICIPAL ADDRESS; OR EITHER SELLER'S OR PURCHASER'S AGENT SHOWING PURCHASER AN INCORRECT PROPERTY. IN THE EVENT OF CONFLICT BETWEEN THE MUNICIPAL ADDRESS OF THE PROPERTY AND THE LEGAL DESCRIPTION OF THE PROPERTY, THE LEGAL DESCRIPTION SHALL CONTROL.

References to the "Seller" in this Section 18 shall include Seller and Seller's servicers, representatives, agents, brokers, employees and assigns. In the event that the Purchaser breaches or disregards, or attempts to disavow, any of the representations, warranties or waivers described or contemplated under Section 17 or Section 18 of this Addendum, the Purchaser shall pay all reasonable attorney's fees and costs incurred by the Seller in (i) seeking reaffirmation or enforcement of any such representation, warranty or waiver, or (ii) defending any action initiated by the Purchaser for the purpose or relating to any such breach, disregard or disavowal, and Purchaser shall pay Five Thousand Dollars (\$5,000.00) as liquidated damages for such attempted or actual breach, disregard or disavowal, which amount shall be in addition to any liquidated damages held or covered by the Seller pursuant to Section 25 of this Addendum.

19. Conditions to Seller's Performance. Seller shall have the unilateral right, at Seller's sole and absolute discretion, to extend the Closing Date or to terminate the Agreement if:

- (a) Full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the Closing Date or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) Seller determines, in its sole and absolute discretion, that it is unable to convey insurable title to the Property through a title insurance company selected by Seller at regular rates;
- (c) Seller has either sold or has agreed to sell the loan secured by the Property to another party;
- (d) Full payment of any property, fire or hazard insurance claim is not confirmed prior to the Closing or the date set forth herein for closing;
- (e) Any third party, whether tenant, homeowner's association or otherwise, exercises rights under a right of first refusal, option or similar right to purchase the Property;
- (f) Seller determines, in its sole and absolute discretion, that the sale of the Property to Purchaser or any related transactions are in any way associated with illegal activity of any kind;
- (g) Seller has transferred and conveyed the Property to a third party;
- (h) the Purchaser is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of the Agreement. Such failure to disclose shall constitute default under the Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or
- (i) The Purchase Price is insufficient to pay the sum of the closing costs, taxes, commissions, and any liens on or obligations secured by the Property that Seller has agreed to pay hereunder.

In the event Seller elects to terminate the Agreement as a result of any of the foregoing, the Earnest Money shall be returned to Purchaser and the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

20. Remedies for Default.

- (a) In the event of Purchaser's default, material breach or material misrepresentation of any fact under the terms of the Agreement, Seller, at its option, may retain the Earnest Money and any other funds paid by Purchaser as liquidated damages and/or invoke any other remedy expressly set forth in the Agreement and Seller is automatically released from the obligation to sell the Property to Purchaser and neither Seller nor its representatives, agents, attorneys, successors or assigns shall be liable to Purchaser for any damages of any kind as a result of Seller's failure to sell and convey the Property. PURCHASER ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS ADDENDUM, SELLER SHALL HAVE THE RIGHT TO RETAIN OR SEEK THE RELEASE OF THE EARNEST MONEY UNDER THIS SECTION 20, WITHOUT ANY FURTHER ACTION, CONSENT OR DOCUMENT FROM PURCHASER.
- (b) Seller shall only be in default under the Agreement if Purchaser delivers written notice to Seller detailing the default and Seller fails to cure such default within 20 days of receipt of such written notice (or such longer period of time as may be necessary, provided that Seller diligently pursues such cure). If Seller is in default hereunder or if Seller terminates the Agreement as provided under the provisions of thereof, Purchaser shall be entitled to the return of the Earnest Money as Purchaser's sole and exclusive remedy at law or in equity. Any reference to a return of the Earnest Money in the Agreement shall mean a return of the Earnest Money less any escrow cancellation fees applicable to Purchaser under the Agreement, and less fees and costs payable for services and products provided during escrow at Purchaser's request. Purchaser waives any claim that the Property is unique and Purchaser acknowledges that a return of its Earnest Money can adequately and fairly compensate Purchaser. Upon return of the Earnest Money to Purchaser, the Agreement shall be terminated, and Purchaser and Seller shall have no further liability, no further obligation, and no further responsibility each to the other, and Purchaser and Seller shall be released from any further obligation each to the other in connection with the Agreement, except the rights and obligations that survive pursuant to Section 26 of this Addendum.
- (c) Purchaser agrees that Seller shall not be liable to Purchaser for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by Purchaser in selling or surrendering a lease on a prior residence, obtaining other living Accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to the Agreement or a breach thereof.

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(d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of or excuse for any different or subsequent breach.

(e) In the event either party elects to exercise its remedies as described in this Section 20 or the Agreement is terminated, the parties shall have no further obligation under the Agreement except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

21. Indemnification. Purchaser agrees to indemnify and fully protect, defend and hold Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors and assigns harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its officers, directors, employees, shareholders, servicers, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

- (a) Inspections or repairs made by Purchaser or its agents, employees, contractors, successors or assigns;
- (b) the imposition of any fine or penalty imposed by any governmental entity resulting from Purchaser's failure timely to obtain any permits, approvals, repairs or inspections, or to comply with all applicable laws, rules, ordinances and regulations;
- (c) claims for amounts due and owing by Seller for taxes, homeowner's association dues or assessment, or any other terms prorated at Closing under Section 11 of this Addendum;
- (d) The breach by Purchaser of any of the terms and conditions of the Agreement; and
- (e) Purchaser's or Purchaser's tenants, agents or representative's use or occupancy of the Property prior to Closing and funding.

22. Risk of Loss. Regardless of local custom or practice, Purchaser assumes all risk of loss related to damage to the Property. In the event of fire, destruction or other casualty loss to the Property after Seller's acceptance of the Agreement and prior to Closing and funding, Seller may, at its sole discretion, repair or restore the Property, or Seller may terminate the Agreement. If Seller elects to repair or restore the Property, then Seller may, at its sole discretion, limit the amount to be expended. If Seller elects to repair or restore the Property, Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then current condition at the Purchase Price with no reduction thereof by reason of such loss, or terminate the Agreement and receive a refund of any Earnest Money.

23. Eminent Domain. In the event that Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either party may terminate the Agreement and the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or liabilities hereunder except the rights and obligations that survive termination pursuant to Section 26 of this Addendum.

24. Keys. Purchaser understands that if Seller is not in possession of keys, including but not limited to mailbox keys, recreation area keys, gate cards or automatic garage door remote controls, then the cost of obtaining the same will be the responsibility of Purchaser. Purchaser also understands that if the Property includes an alarm system, Seller cannot provide the access code or key, Purchaser shall be responsible for any costs associated with the alarm, changing the access code or obtaining keys. Purchaser is encouraged to re-key the Property after Closing. Purchaser agrees to hold Seller harmless regarding any theft or damage of personal property.

25. Liquidated Damages. THE PARTIES ACKNOWLEDGE THAT IN THE EVENT OF ANY MATERIAL DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER'S DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO COMPUTE AND THAT THE EARNEST MONEY REPRESENTS A REASONABLE ESTIMATE OF SUCH DAMAGES AS ESTABLISHED BY THE PARTIES THROUGH GOOD FAITH CONSIDERATION OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE TRANSACTION CONTEMPLATED UNDER THE AGREEMENT AS OF THE DATE HEREOF. IN THE EVENT OF SUCH DEFAULT BY PURCHASER UNDER THE AGREEMENT, SELLER SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION) TO RETAIN SUCH AMOUNTS AS LIQUIDATED DAMAGES. **THE PURCHASER HAS INITIALED BELOW TO ESTABLISH THIS INTENT TO ESTABLISH LIQUIDATED DAMAGES.**

26. Survival. Delivery of the Deed to the Property to Purchaser by Seller shall be deemed to be full performance and discharge of all of Seller's obligations under the Agreement. Notwithstanding anything to the contrary to the Agreement, the provisions of Sections 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 25 and 27(a) of this Addendum, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement, shall survive the Closing, funding and the delivery of the Deed and/or termination of the Agreement by any party and continue in full force and effect.

27. General Provisions.

(a) Attorneys' Fees. If either party commences any litigation or judicial action to determine or enforce any of the provisions of the Agreement, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including but not limited to reasonable attorneys' fees, costs and expenditures) from the non-prevailing party.

(b) Further Assurances. Purchaser agrees to execute and deliver to Seller at Closing or as otherwise requested by Seller, documents referenced in this Addendum or requested by Seller, and to take such other action as may be reasonably necessary to further the purpose of the Agreement. Copies of referenced documents are available from Seller's listing agent upon request by Purchaser.

(c) Severability. If any provision of this Addendum shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this

Addendum shall remain unaffected and this Addendum shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

(d) Assignment of Agreement. Purchaser shall not assign the Agreement without the express written consent of Seller. Seller may assign the Agreement at its sole discretion without prior notice to or consent of Purchaser.

(e) EFFECT OF ADDENDUM. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED TO AND MADE A PART OF THE AGREEMENT,

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THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL EXCEPT AS OTHERWISE PROVIDED BY LAW. THIS ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND ANY ESCROW INSTRUCTIONS.

(f) Authority. The undersigned if executing this Addendum and the Contract on behalf of a Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he or she is authorized by that entity to enter into this Addendum and the Contract and bind the entity to perform any duties and obligations stated in this Addendum and the Contract.

(g) Entire Agreement. The Agreement, including the disclosure of information on lead-based paint or lead-based paint hazard or Seller Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between Purchaser and Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants and agreements, whether written or oral and there are no oral, or other written agreements between Purchaser and Seller. NO ORAL PROMISES, REPRESENTATIONS (EXPRESS OR IMPLIED) WARRANTIES OR AGREEMENTS MADE BY SELLER OR BROKER OR ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE DEEMED VALID OR BINDING UPON SELLER UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT. All negotiations are merged into the Agreement. Seller shall not be obligated by any other written or verbal statements made by Seller, Seller's representatives or any real estate licensee.

(h) Modification. No provision, term or clause of the Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by Purchaser and Seller.

(i) No Third-Party Beneficiaries. The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors or assigns, that is not a party to the Agreement, nor does it create or establish any third-party beneficiary to the Agreement.

(j) Counterparts. This Addendum may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement. This Addendum may be delivered by facsimile.

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

(l) No Partnership. The Agreement is not intended to create and does not create a joint venture or partnership between Purchaser and Seller.

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

(n) Force Majeure. Except as provided in Section 22, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, acts of terrorism, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.

(o) Attorney Review. Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding the Agreement; accordingly, the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of the Agreement.

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

(q) Dispute Resolution. Notwithstanding any provision of the Contract to the contrary, the parties acknowledge and agree that any alternative dispute resolution, mediation and/or arbitration provisions contained in the Contract are expressly voided and are of no force or effect.

(r) Facsimile or Electronic Signatures. Seller and Purchaser agree that a signature on this document that is electronically transmitted via facsimile or the internet is intended to have the same legal effect and shall be as enforceable against the signor as an original signed counterpart where the signature is affixed manually.

28. As a precondition to the purchase of the Property and by signing this Addendum, the Buyer(s) hereby certifies that he/she/they/it is or are not an employee or immediate family member of an employee of Select Portfolio Servicing, Inc. or an affiliate, direct or indirect subsidiary and the same with respect to any SPS vendor including but not limited to real estate agents and those who perform property preservation and is/are therefore prohibited from purchasing the Property for this reason.

29. Name in which Property will be purchased. Purchaser acknowledges and agrees that title to the property will be held in name(s) of [Refer to Buyer] on page one of this addendum. Any changes to the spelling, grammar or name in which title should be vested must be completed below.

DRD Holdings LLC

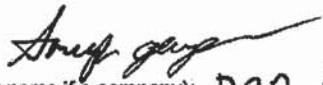
Purchaser Name (Please print legibly)

Purchaser Name (Please print legibly)

30. Additional Terms or Conditions.

PURCHASER'S OFFER

Purchaser has executed this Addendum as of the 15 day of Dec, 2016

Signature: 
Print Name (or name if a company): DRO Holdings LLC
Title (if a company):
Address: 3717 W 134th St. Cleveland, OH.
Telephone: 216-469-8677
Facsimile:

Signature:
Print Name (or name if a company):
Title (if a company):
Address:
Telephone:
Facsimile:

SELLER'S ACCEPTANCE

Select Portfolio Servicing, Inc., a Utah corporation

By:  Conrad Strbakos
 Print Name: Select Portfolio Servicing, Inc. as Attorney in Fact
 Title:
 Date: December 21, 2016

AGENT ACKNOWLEDGEMENT

Accepted and agreed:

<p>Seller's Agent:</p> <p>Name: <u>Remax Crossroad</u> Print: <u>Simon Team / Conrad</u> Signature: <u>[Signature]</u> Date: <u>12-15-16</u></p>	<p>Purchaser's Agent:</p> <p>Name: <u>Christopher Kaylor</u> Print: <u>Realty Trust services</u> Signature: <u>[Signature]</u> Date: <u>12-15-16</u></p>
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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) XX Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) XX Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) AG Purchaser has received copies of all information listed above.

(d) AG Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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

Agent's Acknowledgment (initial)

(f) CK Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

SELLER:

Select Portfolio Servicing, Inc., a Utah Corporation

By: CK Conrad Stribakos
Select Portfolio Servicing, Inc. as Attorney in Fact

Name:
(Print)

Title _____ December 21, 2016

Date:

PURCHASER:

By: Amy Gay
Name: DQO Holdings LLC
(Print)

Date: 12-15-16

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Property Address: 3814 Russell Ave, Parma Oh 44134

Lead Warning Statement

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment (initial)

(c) AB Buyer has received copies of all information listed above.

(d) AB Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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

Agent's Acknowledgment (initial)

(f) CS Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

CS
SUBJECT TO COUNTER OFFER
AND/OR ADDENDUM

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.

<u>DRD Holdings LLC</u> BUYER	<u>12-6-16</u> Date	Select Portfolio Ser	<u>December 21, 2016</u>	<u>12-16</u> Date
<u>[Signature]</u> BUYER	<u> </u> Date	<u>[Signature]</u> SELLER	Conrad Strbakos Select Portfolio Servicing, Inc. as Attorney in Fact	<u> </u> Date
<u>Christopher Kayton Smith</u> AGENT	<u>12-6-16</u> Date	Jeff Smutek/Scott Cohara		<u>12-2-16</u> Date

CS
PROPERTY ACQUIRED THROUGH FORECLOSURE
DISCLOSURE EXEMPT
SELLER MAKES NO WARRANTIES
PROPERTY SOLD AS IS

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 033004
Columbus, Ohio 43219

No. 2011314575

Remitter Christopher Kaylor

Date 12/19/2016

Pay Five Thousand Two Hundred Dollars & 00/100

\$ ** 5,200.00 **

To the Order Of

ServiceLink

3814 Russell Avenue Parma, OH 44134

Drawer: The Huntington National Bank
Columbus, Ohio 43219

DRAWEE: The Huntington National Bank
Columbus, Ohio 43219

By [Signature]
Authorized Signer

⑈ 20 1 13 14 575 ⑈ ⑆ 044000024⑆ 01892517247 ⑈



12/01/2016

DRD HOLDINGS LLC
3717 W 134TH ST CLEVELAND OHIO

Dear To Whom It May Concern:

In response to your request that PNC Bank, National Association provide written verification concerning your (checking/savings/certificate of deposit) account(s), we are providing the following information:

<u>Account No.</u>	<u>Date Opened</u>	<u>Balance as of date of this letter</u>
4241939797	07/21/2010	\$61,493.64

This information is subject to any outstanding items or charges.

Sincerely,

PNC Bank, National Association

Amr Taweel
BSSA

CUSTOMER AUTHORIZATION/ ACKNOWLEDGEMENT

I/we hereby acknowledge that I/we have requested and authorized PNC Bank, National Association to provide this written verification concerning my/our (checking/savings/certificate of deposit) account(s).

Dated this 1st day of December, 2016.

Customer Signature: Treva Sutphin

Customer Signature: _____

**OPERATING AGREEMENT
OF
DRD HOLDINGS LLC.
AN OHIO LIMITED LIABILITY COMPANY**

Dated June 1, 2010

This Operating Agreement ("Agreement") of **DRD HOLDINGS LLC** an Ohio limited liability company ("Company"), is entered into by and between Tarsem Garg, the sole member ("Member").

Article 1. Formation Of Company

- 1.1. **Name.** The name of the limited liability company is DRD Holdings LLC.
- 1.2. **Formation.** The Company was formed on the 20th day of May, 2010, pursuant to Chapter 1705 of the Ohio Revised Code (the "Act") when its Articles of Organization ("Articles") were filed with the office of the Secretary of State.
- 1.3. **Principal Place of Business.** The Company's principal place of business is located at 480 Aberfelda Drive, Springfield, Ohio 45504
- 1.4. **Statutory Agent.** The Company's statutory agent in the State of Ohio is DFL Agent Inc., 55 Public Square, Suite 1800, Cleveland, Ohio 44113. The statutory agent may be changed by the Member as provided in Section 1705.06.
- 1.5. **Defects as to Formalities.** A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Member for the liabilities, debts and obligations of the Company.

Article 2. Business of Company

The business of the Company shall be to carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act.

Article 3. Member, Contribution, and Management

- 3.1. **Name and Address of Member.** The Member's name and address is Tarsem Garg, 480 Aberfelda Drive, Springfield, Ohio 45504.

- 3.2. Contribution.** No interest shall accrue on any contribution. The Member shall not have the right to withdraw or be repaid any contribution except as provided in this Agreement. The Member may, at the Member's sole discretion, make additional contributions, but, notwithstanding anything to the contrary in this Agreement, the Member shall have no obligation to do so.
- 3.3. Management.** The Company shall be managed by the sole Member, who may act on behalf of the Company with or without a meeting and regardless of any financial interest the Member may have in such action. All decisions concerning the business affairs of the Company shall be made by the Member. Subject to the Act, the Articles and this Agreement, the Member shall have authority to do every act consistent with the law. Actions by the Member shall bind the Company if such action is apparently carrying on in the usual way the business or affairs of the Company. The Member shall have all powers and duties as set forth in Chapter 1705 of the Ohio Revised Code. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities, debts and obligations of the Company solely for being the sole Member of the Company.
- 3.4. Member Liability and Indemnification.** Except as otherwise provided by law, the Articles or this Agreement, the Member shall have no personal liability, solely as a member, for any liabilities, obligations or losses of the Company beyond the Member's contributions. The Company shall indemnify the Member for all costs, expenses, losses, liabilities, obligations and damages paid or accrued by such Member in connection with the business of the Company, or because the Member is a member. Company may advance expenses incurred by the Member in connection with the business of the Company, or in any legal action arising from action taken by the Member in connection with the business of the Company, all to the fullest extent provided or allowed by the laws of Ohio. The Company may, in its sole discretion, also indemnify any or all employees or agents of the Company for all costs, losses, liabilities and damages paid or accrued by the agent or employee in connection with the business of the Company to the fullest extent provided or allowed by the laws of Ohio.
- 3.5. Compensation.** The Member shall be reimbursed for all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation for time spent managing the Company, in an amount to be determined from time to time by the Member.
- 3.6. Duty of Loyalty.** The Member may engage in business and investment activities other than the Company, and need not account to the Company for profits or remuneration gained in such activities. The Member may enter into transactions considered to be competitive with or similar to those of the Company. The Member may utilize or appropriate a business opportunity beneficial to the Company, and the Company waives any right or claim to participate therein. The

Member has no duty to account to the Company or to hold as trustee for the Company any property, profit or benefit derived by the Member in the formation, conduct or winding-up of the Company or from the use or appropriation of any Company property.

- 3.7. **Other Self Interest.** The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interests. Acting in the interest of the Member shall not be grounds for imposing liability on the Member for liabilities, debts and obligations of the Company solely for being a member. The Member may lend money to and transact other business with the Company, and the rights and obligations of the Member in such transactions shall be the same as those of a person who is not a member of the Company. No transactions with the Company shall be voidable solely because the Member has a direct or indirect interest in the transaction.

Article 4. **Taxes**

- 4.1 **Elections.** The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended from time to time ("Code"), or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company. It is the intent of the Member and the Company that the Company is to be disregarded as an entity separate from the Member for purposes of the Code.
- 4.2 **Taxes of Taxing Jurisdictions.** To the extent that the laws of any taxing jurisdiction require, the Member will prepare, execute and submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest and penalties assessed on such income, if such agreement is required by the taxing jurisdiction. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of the Member shall be treated as a distribution for purposes of Article 5.

Article 5. **Distributions**

The Company may make distributions at such times and in such amounts as determined by the Member. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

Article 6. Disposition of Membership Interest and Admission of Assignees and Additional Members

- 6.1 **Disposition.** The Member's membership interest is transferable either voluntarily or by operation of law. The Member may dispose of all or a portion of the Member's membership interest. Upon the disposition of a portion of the Member's membership interest, the transferee shall be admitted as a substitute member as to the transferred interest upon the completion of the transfer without further action. Upon the transfer of the Member's entire membership interest (other than a temporary transfer or transfer as a pledge or security interest), the Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.
- 6.2 **Admission of Additional Members.** The Member may, in the Member's sole discretion, admit additional members and determine the capital contributions of such additional members.

Article 7. Dissolution and Winding Up.

- 7.1 **Dissolution.** The Company shall be dissolved and its affairs wound up, upon the will of the Member, or at such time as the Company has no members. Notwithstanding any provision of the Act to the contrary, and except as otherwise provided in the immediately preceding sentence, the Company shall continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued membership of the Member.
- 7.1 **Effect of Dissolution.** Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the certificate of dissolution has been issued by the Ohio Secretary of State.
- 7.2 **Distribution Of Assets On Dissolution.** Upon the winding up of the Company, the company's assets shall be distributed as follows:
- (a) to creditors, including the Member if he is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and
 - (b) to the Member.
- Such distributions may be in cash, property other than cash, or partly in both, as determined by the Member.
- 7.3 **Winding Up and Articles of Dissolution.** The winding up of a limited liability

company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonable adequate provision thereof has been made, and all of the remaining property and assets of the limited liability company have been distributed to the Member. Upon completion of winding up of the Company, the Member or other person designated by the Member shall deliver articles of dissolution to the Secretary of State for filing. The articles of dissolution shall set forth the information required by the Act.

Article 8. Miscellaneous Provisions

- 8.1 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.
- 8.2 **Amendments.** This Agreement may be amended or modified from time to time only by a written instrument adopted by the Member and the Company and executed by the Member and the Company. In the event that there ever becomes more than one Member, this Agreement shall be amended to reflect the fact that there is more than one Member and the terms shall be approved by all Members.
- 8.3 **Entire Agreement.** This Agreement represents the entire agreement between the Member and the Company.
- 8.4 **Rights of Creditors and Third Parties Under Operating Agreement.** This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

Executed by the parties effective as of the 1st day of June, 2010.

DRD HOLDINGS LLC

Member:


By: Tarsem Garg
Its: Managing Member


Tarsem Garg

Cross Property Agent Full



Residential MLS: **3863419 Active**
3814 Russell Ave, Parma, OH 44134
 Area: **401-Parma**
 Subtype: **Single Family**
 Parcel ID: **433-30-079**

Twp:
 Subdiv:
 County: **Cuyahoga**

List Price: **\$48,900**
 Sold Price:
 List Date: **12/02/16**
 List Date Rec: **12/04/16**
 Pending Date:
 Off Mkt Date:
 Closing Date:
 Contingent Dt:
 Exp. Date: **12/30/16**
 DOM/CDOM: **18/137**
 \$/SqFt: **\$49.15**

[Supplements \(2\)](#) [Virtual Tour-Property Panorama](#)

Directions: **West off State and North of Snow**

Annual Taxes: 1830	Homestead: No	Assessments: No	School Dist: Parma CSD
# Bedrooms: 3	Approx Sqft: 995/Realist	House Faces:	Disability Feat: No
# Baths: 1 (1 0)	Tot Living Area: 995/Realist	Exterior: Aluminum	Elevator: No
# Rooms: 6	Lot Size (acres): 0.1400	Roof: Asphalt/Fiberglass	Warranty: No
# Fireplaces: 0	Lot Size Source: Realist	Year Built: 1925	Fixer Upper: Yes
# Stories: 2	Lot Front/Depth: 40x158	Yr Blt Exception: Actual YBT	Public Trans: Yes
Full Bath level/#: lower: 0	main: 0		Avail for Auction: No
1/2 Bath level/#: lower:	main:		Auction Date:
Style: Colonial		Dwelling Type: Detached	
Basement: Yes/Full		Fence:	
Heating Type/Fuel: Forced Air / Gas		Nat Resource	
Cooling Type: None		Rights:	
Garage # Cars: 2	Driveway: Paved	Water/Sewer: Public Sewer, Public Water	
Exterior Features: Porch		Garage Feat: Detached	
Lot Description:			
View Description:			
Appliances/Equip:			
Amenities:			
Room Name	Dim	Lvl	Wnd Trtmt
Living Room	15 x 12	First	
Kitchen	12 x 10	First	Carpet
Dining Room	12 x 10	First	Vinyl
Master Bedroom	12 x 10	Second	Carpet
Bedroom	10 x 10	Second	Carpet
Bedroom	10 x 9	Second	Carpet

Remarks: **Nice colonial home with plenty of potential, but suitable for living in while making some improvements. Covered front porch, semi modernized bath, neutral carpeting and vinyl flooring, formal dining space, some nice oversized character molding and more. Ideal rental potential or first time buyer home. Nice deep lot.**

<u>Office Information</u>	2184/RE/MAX Crossroads Properties	(440) 846-0077	F:(866) 247-3433	http://www.smutek.com
List Agent:	438599/Jeff Smutek	(440) 878-8700	F:(866) 519-9630	jeff@smutek.com
Co-Lister:				
Showing Instruct:	Showing Service	866-389-4277	Internet Listing: Yes	List Type: Exclusive Right
Showing Info:	Call CSS		Show Addr Public/Client: Yes / Yes	Limited Service: No
Buy Broker Comp:	3%	Occupied: Vacant	Online Bidding: No	Possession: Time of Transfer
Other Comp:	None	Ownership: Principal/NR		Short Sale: No
Available Finance:		Comp Explain: 3% or a minimum of \$1000		
Broker Remarks:	Highest and best offer deadline 12-9-16 at 1pm. Offers to be submitted to http://www.spsreo.com. A \$150 technology fee to be paid by the buyers agent at closing. Room sizes approximate.			

<u>Comparable Information</u>	/	Orig List Price: \$48,900	Financed:
Sell Agent:		List Price: \$48,900	Sale Date:
Co-Seller:		Sold Price:	Closed By:
Selling Comments:			Seller Giveback:

Prepared By: Jeff Smutek

Information is Believed To Be Accurate But Not Guaranteed

Date Printed: 12/20/2016