

COMPANIES
RESIDENTIAL PURCHASE AGREEMENT

OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER:** The undersigned SCIOTO PROPERTIES SP-16 LLC offers to buy the

2 **PROPERTY:** Located at 201 LONGFELLOW STREET

3 City Elyria, Ohio, Zip Code 44035

4 Permanent Parcel No. 06-25-021-106-007, and further described as being: SINGLE FAMILY

5 RANCH HOME WITH DETACHED GARAGE

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 ALL controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
12 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas
13 grill; fireplace tools; screen, glass doors and grate; all existing window treatments; ceiling fan(s);
14 wood burner stove inserts; gas logs; and water softener. Also included: _____

16 Fixtures NOT Included: _____

18 **PRICE:** Buyer shall pay the sum of..... \$ 59,000 — \$61,000 4/24/17

19 Earnest money payable to SCHMIDT Family of Companies in the amount of \$ 1,000 —

20 In the form of a check other: _____ which shall be
21 redeemed immediately upon receipt of a binding agreement (as defined

22 on lines 202-212) and _____

23 Balance of cash to be deposited in escrow..... \$ 58,000 — \$60,000 4/24/17

24 Mortgage loan to be obtained by Buyer..... \$ 0

25 Conventional, FHA, VA, Other PRIVATE FINANCING CASH

27 THIS OFFER EXPIRES THURSDAY APRIL 20, 2017 6: PM

28 **FINANCING:** Buyer shall make a written application for the above mortgage loan and provide documentation to
29 Seller of said application within 0 days and shall obtain a commitment for that loan no later than
30 0 days after acceptance of this offer. If the closing date cannot occur by the date of closing due to
31 no fault of either party, any government regulation or lender requirement, the date of closing shall be extended for
32 the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. At the Seller's
33 written election, if, despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement
34 shall be null and void. Upon signing of a mutual release by Seller and Buyer, the earnest money deposit shall be
35 returned to the Buyer without any further liability of either party to the other or to the Brokers and their agents. (see
36 line 202)

37 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
38 with the lending institution or escrow company on or before MAY 30, 2017, and title shall be
39 recorded on or about MAY 30, 2017

Page 1 of 6
BUYER'S INITIALS AND DATE 4/24/17
RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: August 2015
SELLER'S INITIALS AND DATE 4/24/17

Property Address: 201 LONGFELLOW STREET, ELYRIA

0 **POSSESSION:** Seller shall deliver possession to Buyer of the property within 12.00 days by NOON (time),
1 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
2 the Seller free for 0 days. Additional 0 days at a rate of \$ 0 per day. Insurance coverage
3 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
4 Seller and Buyer.

5 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,
6 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage
7 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not
8 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
9 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title
0 Insurance in the amount of the purchase price. Seller shall have thirty (30) days after notice to remove title defects.
1 If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase
2 price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further
3 liability to each other, and both Buyer and Seller agree to sign a mutual release, releasing earnest money to Buyer.
4 (see line 202)

5 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
6 county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been
7 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the
8 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall
9 be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact
0 the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been
1 recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is
2 new construction and recently completed or in the process of completion at the time the agreement was signed by
3 the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the
4 improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net
5 proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow
6 agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local
7 county auditor that the taxes on the land and improvements have been paid in full to the date the title has been
8 recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes
9 and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in
0 valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the
1 date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private,
2 except the following: _____
3 _____

4 in the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

5 Buyer Seller agrees to pay the amount of such recoupment.

6 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
7 Escrow Agent's usual conditions of acceptance.

8 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
9 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
0 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
1 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
2 in which case Seller shall pay the entire escrow fee), and h) _____

3 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
4 \$ 250. from the proceeds due Seller for payment of Seller's final water and
5 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

6 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
7 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
8 deed and any mortgage, d) _____. If the closing
9 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
0 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
1 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and

Page 2 of 6
BUYER'S INITIALS AND DATE
MM
4/24

SELLER'S INITIALS AND DATE
(R) 4-24-14

Property Address: 201 LOWMEADOW STREET, FLYNN

2 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
3 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
4 which Brokers may disburse to other parties to the transaction.

5 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
6 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
7 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
8 Limited Home Warranty Plan issued by America's Preferred. The cost of \$ 399
9 shall be paid by Buyer Seller through escrow.

0 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
1 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
2 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
3 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
4 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
5 understands that all real property and improvements may contain defects and conditions that are not readily
6 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
7 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
8 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
9 inspectors regarding the condition and systems of the property.

0 **Inspections required by any state, county, local government or FHAVA do not necessarily eliminate the**
1 **need for the inspections listed below.**

2 Waiver [initials] (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
3 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
4 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice	Inspections	Expense	
		BUYER	SELLER
Yes/No			
<input checked="" type="checkbox"/> <input type="checkbox"/>	GENERAL HOME _____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WELL WATER..... days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/>	RADON..... days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	MOLD..... days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	OTHER..... days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>

6 (list other inspections)
7 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:
8 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
9 property is accepted in its "as is" present physical condition, Buyer agrees to sign an Amendment to the
0 Residential Purchase Agreement removing the inspection contingency and this agreement will proceed in
1 full force and effect; OR
2 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
3 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
4 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
5 Seller with a copy of all inspection reports, if requested, and sign an Amendment to the Residential Purchase
6 Agreement removing the inspection contingency and identifying the defects which are to be repaired. Seller
7 and Buyer have five (5) days from Seller's receipt of the written list of defects and the inspection report(s), if
8 requested, to agree in writing which defects, if any, will be corrected at Seller's
9 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
0 is null and void and Seller and Buyer agree to sign a mutual release, with the earnest money being returned

Property Address: 201 LONGFELLOW STREET, ELYRIA

to the Buyer. (see line 202) The Buyer and Seller can mutually agree in writing to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, OR Terminate this agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a mutual release. The earnest money will be returned to the Buyer without any further liability of either party to the other or to the broker(s) (see line 202).

MEGAN'S LAW Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

CONDITION OF PROPERTY: Buyer has examined the property and agrees that the property is being purchased in its "As is" Present Physical Condition including any defects disclosed by the Seller on the Ohio Residential Property Disclosure Form or identified by any inspections requested by either party or any other forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not relied upon any representations, warranties, or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this agreement or on the Residential Property Disclosure Form.

- 1. Buyer acknowledges receipt of completed Residential Property Disclosure Form from Seller
- 2. Buyer has not received Residential Property Disclosure Form and Seller agrees to deliver to Buyer a copy of the completed Residential Property Disclosure Form within three (3) days after acceptance unless the sale of the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a mutual release with instruction to the Broker on disbursement of the earnest money. (see line 202)

REPRESENTATIONS AND DISCLAIMERS: Buyer acknowledges that the Seller completed the Residential Property Disclosure Form unless otherwise stated above and Seller has not made any representations or warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this property (if none, write "none")

DAMAGE: If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that event, Seller and Buyer agree to sign a mutual release, with instruction to the Broker on disbursement of the earnest money on deposit (see line 202). If such damage is less than ten percent of the purchase price, Seller

Page 4 of 6
BUYER'S INITIALS AND DATE
[Signature]
4/24

SELLER'S INITIALS AND DATE
[Signature] 4-24-14

Property Address: 201 LONGFELLOW STREET, ELYRIA

1 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property

12 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
13 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
14 Short Sale House Sale Contingency House Sale Concurrence Lead Based Paint (required if built before 1978)
15 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
16 Other Buyer's Contract Addendum
17 are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting
18 terms in the Purchase Agreement.

19 **ADDITIONAL TERMS:** _____
20 _____
21 _____

22 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
23 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
24 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
25 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
26 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
27 the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been
28 filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.
29 In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by
30 broker against the real estate commission owed the broker as a result of said closing. If said earnest money
31 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or
32 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

3 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
4 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
5 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
6 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
7 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
8 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
9 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
0 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
1 calendar days.

2 ~~This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.~~

3 BUYER [Signature] Address 4145 Powell Rd
4 Nanette C. Neidhardt, Esq. Powell, OH 43065 ZIP _____
5 Print Name VP of Operations & Legal Services

6 BUYER _____ Date _____ Phone _____
Print Name _____ Email _____

Page 5 of 6
[Initials]
BUYER'S INITIALS AND DATE
4/24/14

[Signature] 4-24-14
SELLER'S INITIALS AND DATE

Property Address: 201 LONGFELLOW STREET, BRYANT

7 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
8 funds a commission of \$ _____ or THREE percent (3%) of the
9 purchase price to COLDWELL BANKER SCHMIDT (Selling Broker) WESTLAKE (Office)
0 and \$ _____ plus _____ percent (3%) of the
1 purchase price to _____ (Listing Broker) Realty Trust Service (Office)

2 SELLER [Signature] Address _____

3 Print Name _____ ZIP _____

4 SELLER _____ Date _____ Phone _____

5 Print Name _____ Email _____

6 Selling Agent Name, RE License Number,
7 Telephone and Email:
8 William Latramy
9 3876 00
0 (408) 984-3266
1 Bill Knows Realty @ AOL.com

Listing Agent Name, RE License Number
Telephone and Email:
Christopher Kaylor
20110030687 3308401073
29550 Detroit Rd #300
Westlake, OH 44145

2 Selling Brokers Name, BR License Number,
3 Telephone and Email:
4 Coldwell Banker S.F.C.
5 (408) 892-7040
6 WESTLAKE@COLDWELLBANKER.COM
7 2016004094

Listing Brokers Name, BR License Number
Telephone and Email:
Realty Trust Services
29550 Detroit Rd #300
Westlake, OH 44145

WESTLAKE @ CBSCHMIDT.COM

[Signature]
BUYER'S INITIALS AND DATE

[Signature] 4-24-14
SELLER'S INITIALS AND DATE

4/24

**COLDWELL BANKER HUNTER REALTY
BUYER SERVICES GUARANTEE**

Buyer(s) SCIOTO PROPERTIES SP-16 LLC
 Buyer(s) Address 2
 Phone: Home _____ Office _____ Mobile _____
 E-Mail _____

This Coldwell Banker Buyer Services Guarantee is the commitment that Coldwell Banker Hunter Realty and your Coldwell Banker Hunter Realty Sales Associate _____ will perform the services stated below as part of your representation agreement.

CUSTOMER SERVICE

Property Previews

Based on your own criteria and needs, we will preview targeted properties in a timely and diligent way. I will do this both on the internet, as well as by personally viewing properties myself, in order to help you make a decision in the quickest way possible.

Home Showings

Once we fully understand your homebuyer requirements, we will focus our attention to showing you those homes on the market that are in the right location and at the right price.

Coldwell Banker Concierge®

We will provide you with personal assistance and referrals before, during and after you purchase your property to help make your move as easy and pleasant as possible.

Personal and Timely Response

We will return your phone call or e-mail within 24 hours or less and provide you with a weekly update on your search for a property.

FINANCING

Financing Pre-Approval

We will offer to arrange a pre-qualification or pre-approval appointment with a reputable lender to identify your range of affordability and to increase your negotiating strength.

Estimate of Closing Costs and Funds Required

We will provide you with a preliminary estimate of closing costs and down-payment requirement anticipated in the transaction.

Good Faith Estimate From Lender

You will benefit from our experience in working with financial institutions to receive an estimate from a lender.

COUNSELING SERVICES

Coldwell Banker HomeBuyer Guidebook

We will provide you with a copy of our HomeBuyer Guidebook and explain how you can use it as a road map through the home-buying process.

Buyer Counseling Session

We will conduct a buyer counseling session to discuss your needs and goals and to plan the search for your property.

Buyer Representation

We will discuss in detail the nature of your buyer representation choices as well as other issues and alternatives. We will also present and explain to you the representation agreement and the special services and benefits it offers.

Home Evaluation

We will discuss the features of a property that may affect its value. This is not a home inspection, but a discussion of the attributes that home buyers place a premium upon when purchasing a home.

TRANSACTION ASSISTANCE

Property Disclosure

We will review with you any available inspection reports and other documents pertaining to the condition of the property and all physical defects of the property provided to us.

Review of Written Seller Disclosure

We will review with you the seller's written disclosure statement to enable you to accept or specify the remedy for each fault disclosed. At your direction, we will seek remedy for any disclosed faults in the offer to purchase.

Coldwell Banker Home Protection Plan®

We will explain to you the option of a home protection plan to reduce your risk of repair after purchasing a property.

Home Inspections

We will recommend that you obtain professional building and termite inspections and provide you with the names of reputable inspectors.

Home Inspection Remedies

We will work with you to request the seller to remedy the items you specify after your review of the building and termite inspection reports as your offer to purchase specifies.

Negotiation Strategy

We will prepare a negotiation strategy for the property you have selected, including a written Competitive Market Analysis and advice on the initial price and terms to offer where permitted.

Offer Presentation

We will endeavor to present your purchase offer directly to the seller in the presence of the listing agent.

Pre-Settlement Inspection

We will accompany you on a walk-through of the property (if one is provided for in the sales contract) before closing, and we will assist you in dealing with any problems discovered during the walk-through.

Closing the Sale

We will monitor and inform you of the progress of the purchase agreement.

After the Sale

We will contact you immediately after the closing to follow up on the remaining details or service needs.

INTERNET SERVICES

coldwellbanker.com – Personal Retriever® - cbhunter.com
 We will help you register for Personal Retriever® and your account, unique online features of our award-winning Web sites that provides you with e-mail notification of listings that meet your specific requirements.

Should Coldwell Banker Hunter Realty not perform the services as stated above, you are entitled to terminate the representation agreement. Please keep in mind that state and local regulations and practices may restrict some services. Written termination must be presented by you in person to the Office Manager. You also agree to provide Coldwell Banker Hunter Realty with an opportunity to correct the situation within a 24 hour period following the delivery of the termination notice. If the representation agreement with you is terminated, the termination provisions of the representation agreement shall apply.

Sold by Buyer(s) [Signature]
 Buyer(s) _____
 Sales Associate William M. Sutton



This document is a preliminary form and does not constitute an offer. It is subject to change without notice. The information contained herein is for informational purposes only and does not constitute an offer. All rights reserved. © 2004 Coldwell Banker. All rights reserved. This document is a registered trademark of Coldwell Banker. All rights reserved. This document is a registered trademark of Coldwell Banker. All rights reserved.

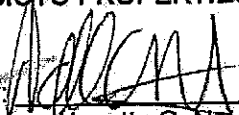
CONTRACT ADDENDUM

This Contract Addendum is added to and made a part of the **CONTRACT OF SALE ("Contract")** for the purchase and sale of the property located at **201 Longfellow Street, Elyria, OH 44035 ("Property")**.

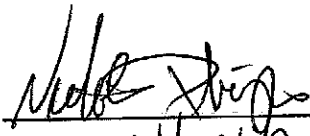
1. The Contract is contingent upon Buyer obtaining an appraisal on the Property for not less than the purchase price;
2. Buyer's payment of cash at closing is contingent upon final approval of the administrator of Buyer's credit facility.
3. Buyer shall deliver the earnest money deposit within seven (7) days after receiving the fully executed Contract.
4. Buyer must receive an executed lease for the Property from the expected tenant.
5. Any agreement of Buyer to accept the Property "as-is" does not preclude Buyer from inspecting the Property, from negotiating repairs or treatments in a subsequent amendment, or from terminating this Contract during the inspection period. Any repairs that are agreed to between the parties must be completed by qualified, licensed and bonded contractors. Any required municipal, county, and or state permits are to be obtained by Seller and paid receipts are to be provided for all completed work. In the event Seller chooses to complete repairs independently and without use of a contractor, Buyer reserves the right to have the repairs re-inspected. In the event repairs are not completed to Buyer's satisfaction, in its reasonable judgment, and in a good and workmanlike manner, Seller will pay for any re-inspection fees and subsequent repair costs.
6. Within five (5) days following full execution of this Contract, Seller shall advise Buyer in writing whether or not there is a septic system, well or underground fuel storage tank (UST) on the property. In the event there is a septic system and/or well on the Property, Buyer reserves the right to have specific inspections performed on these systems as part of Buyer's inspection process. In the event there is an UST on the property, Seller shall, prior to closing, have the UST removed and replaced with an above-ground tank. Seller shall apply for, satisfy and provide to Buyer copies of any and all required municipal, county and/or state permits for the UST removal and such removal shall comply with all federal and state environmental laws.

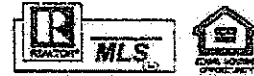
This Addendum is intended to supplement the terms and conditions of the Contract. In the event of a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall control. All terms and conditions of the Contract not specifically amended or supplemented herein shall remain in full force and effect.

BUYER:
SCIOTO PROPERTIES LLC

By: 
Nanette C. Neidhardt
Its: VP Operations and Legal Services
Dated: 4/27/17

SELLER:


Dated: 4/24/2017



WALK-THROUGH ADDENDUM

Property Address: 201 LONGFELLOW, ELYRIA 44035

This Addendum is made part of the Agreement between SCIOTO PROPERTIES SP-16 LLC (Buyer) and (Seller) for the address listed above (the "Property") with offer dated

The parties agree that the Buyer will be given an opportunity to walk through the Property on or about day(s) prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, as at the time of the execution of the Agreement.

Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer previously viewing the Property or having been resolved and agreed to in previous addendums to the Agreement.

In the event that the walk-through evidences a material adverse change in the condition of the Property, the Buyer shall promptly notify the Seller and the escrow agent in writing.

Thereafter, the parties shall mutually agree, in writing to: (1) an amount to be held in escrow from Seller's proceeds pending correction of the material adverse change; or (2) an amount to be credited to Buyer through escrow at the time of title transfer; or (3) to have Seller, at Sellers expense, correct the problem (material adverse change) specifically identified by Buyer prior to transfer; or (4) void the Agreement and the Earnest Monies shall be returned to Buyer as stated in the Agreement.

Additional Terms and Conditions:

[Empty rectangular box for additional terms and conditions]

[Signature] 4/17/17
Buyer Date

[Signature] 4/21/17
Seller Date

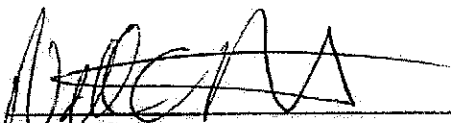
[Empty signature box]
Buyer Date

[Empty signature box]
Seller Date

CONSUMER DISCLOSURE

IMPORTANT NOTICE: A home warranty provided by America's Preferred Home Warranty Inc. or its affiliates may be presented to the buyer or seller by Coldwell Banker Hunter Realty (Broker) in connection with your real estate transaction. If a home warranty is purchased in this transaction, America's Preferred Home Warranty may pay a portion of the home warranty cost as compensation to the Broker or its affiliates for services provided to America's Preferred in connection with the home warranty, including services related to the collection of home data and administration of the home warranty. You are not required to buy a home warranty and, if you want one, you are not required to buy it through Broker or from America's Preferred Home Warranty.

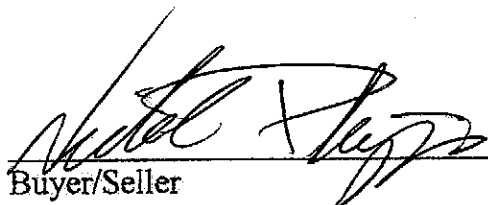
Acknowledged:



Buyer/Seller

4/17/17

Date



Buyer/Seller

4/24/17

Date



Supreme Home Warranty Agreement

To obtain a contract number call: 1.800.648.5006 Fax: 1.888.479.2652 aphwoffice@aphw.net aphw.com
America's Preferred Home Warranty - 2727 Spring Arbor Rd. Jackson, MI 49203

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006. NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL

Contract No: _____

Seller's Name: _____

Property Address No. & Street: _____

City: _____ State: _____ Zip: _____

Phone #: _____

Seller's E-mail: _____

Buyer's Name: _____

New Phone #: _____

Buyer's E-mail: _____

Real Estate Office: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Real Estate Agent: _____ Agent's E-mail: _____

Closing Date: _____ Listing date: _____

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE PREVIOUS PAGES.

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS SUPREME HOME WARRANTY AGREEMENT INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X [Signature] Date 4/18/17
X [Signature] Date _____
Buyer(s) Signature(s) X [Signature] Date 4/19/17
X _____ Date _____

WAIVER

Applicant has reviewed the Supreme Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Supreme Home Warranty Agreement.

Seller(s) Signature(s) X [Signature] Date 4/18/17
Buyer(s) Signature(s) X _____ Date _____

- Single/Family Condo/Townhouse
- Duplex (2 warranties) Triplex (3 warranties)
- Fourplex (4 warranties) New Home Construction
- Manufactured Home Year Manufactured: _____
- Foreclosed/Repossessed Home**

**See Terms and Conditions "General #9"

One Year Plan Options:

- \$100 Deductible \$399
- \$50 Deductible \$435

Two Year Plan Option:

- \$100 Deductible \$750

Condo/Townhouse Plan - One Year:

- \$75 Deductible \$375

New Construction Plan for Buyers - Three Years:

- \$75 Deductible \$550
Coverage begins 366 days after closing and continues for three years.

Multi-family Unit Plans (\$75 Deductible):

- Duplex (2 warranty agreements) \$720
- Triplex (3 warranty agreements) \$999
- Fourplex (4 warranty agreements) \$1,280

- Seller Preferred Upgrade \$75
- Buyer Preferred Upgrade... \$100 x ___ yrs. = \$_____

Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.

- Pool/Spa \$185 x ___ yrs. = \$_____
- Premium
- Soft Water/Pool/Spa \$345 x ___ yrs. = \$_____
- Jetted Bathtub \$125 x ___ yrs. = \$_____
- Clothes Washer & Dryer \$75 x ___ yrs. = \$_____
- Water Softener \$50 x ___ yrs. = \$_____

Plan Cost(s) \$ _____

Option Cost(s) \$ _____

Total \$ _____

3 Easy Ways to order your Home Warranty:

1. EASIEST - Order online: www.aphw.com
2. Mail: APHW, 2727 Spring Arbor Rd., Jackson, MI 49203, Fax: 1.888.479.2652
3. Phone: 1.800.648.5006

Coverage Plans

- Built-In Dishwasher
- Built-In Microwave
- Built-In Oven
- Central Air Conditioning
- Free-Standing Range/Cooktop
- Garbage Disposal
- Heating System
- Refrigerator
- SafeSecure® Program
- Attic & Exhaust Fans
- Central Vacuum
- Deck Work
- Electrical System
- Instant Hot Water Dispenser
- Plumbing
- Stoppages
- Wash Compactor (Built-In)
- Water Heater
- Garage Door Opener
- Water Benefits
- Humidifier
- Permanently Installed Sump Pump
- Roof Leak Repair
- Septic System
- Water Well Pump
- Built-In Dishwasher (Adds): Racks, Baskets and Rollers
- Built-In Microwave (Adds): Interior Lining, Glass Door, Clocks and Shelves
- Central Air (Adds): Refrigerant Recovery, Cost of Crane, Registers & Grills
- Ceiling Fan
- Central Heat (Adds): Registers, Grills and Heat Lamps
- Garage Door Opener (Adds): Hinges, Springs, Keypads and Remote Transmitters
- Refrigerator (Adds): Refrigerant Recovery, Control Board, Ice Maker and Ice/Beverage Dispenser
- Special Electrical Package: Fire/Burglar Alarm, Lighting Fixtures, Doorbell
- Toilets (Adds): Replaced With Like Quality
- Wash Compactor (Adds): Lock and Key Assembly, Buckets
- Wash Range (Adds): Interior Lining, Clocks, Remotes, Racks, Handles, Knobs and Dials
- Water Heater (Adds): Sediment Buildup
- \$150 towards Code Violations

Pricing Information

- One Year Plan Options:**
- \$100 Deductible \$399
 - \$50 Deductible \$435
- Two Year Plan Option:**
- \$100 Deductible \$750
- Condo/Townhouse Plan - One Year:**
- \$75 Deductible \$375
- New Construction Plan for Buyers - Three Years:**
- \$75 Deductible \$550
- Coverage begins 366 days after closing and continues for three years.*
- Multi-family Unit Plans (\$75 Deductible):**
- Duplex (2 warranty agreements) \$720
 - Triplex (3 warranty agreements) \$999
 - Fourplex (4 warranty agreements) \$1,280

Optional Coverage

- Seller Only:**
- Seller Preferred Upgrade (see chart) \$75
- Buyer Only - One Year:**
- Buyer Preferred Upgrade (see chart) \$100
 - Pool/Spa \$185
 - Premium/Salt Water Pool/Spa \$345
 - Jetted Bathtubs \$125
 - Clothes Washer & Dryer \$75
 - Appl. Enhancer \$50
- IMPORTANT: If your Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.*





Seller Never occupied home 2013

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301.5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 201 Longfellow elyria

Owners Name(s):

Date: _____, 20____

Owner [] is [] is not occupying the property. If owner is occupying the property, since what date: _____
If owner is not occupying the property, since what date: _____

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

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

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

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

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

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

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

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

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

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

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

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

Owner's Initials NP Date _____
Owner's Initials NA Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address _____

Do you know of any water or moisture-related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No

If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

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

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

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

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

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

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

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

5) Other toxic or hazardous substances Yes No Unknown
If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials NP Date _____
Owner's Initials MM Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address _____

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

If "Yes", please describe: _____

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

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

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

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

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

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____ monthly fee _____ Length of payment (years) _____ months

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

If "Yes", please describe (amount) _____

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

1) Boundary Agreement Yes No
2) Boundary Dispute Yes No
3) Recent Boundary Change Yes No
4) Shared Driveway Yes No
5) Party Walls Yes No
6) Encroachments From or on Adjacent Property Yes No

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

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

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

Owner's Initials NR Date _____

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address _____

CERTIFICATION OF OWNER

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

OWNER: _____

Nicholas Pappas

DATE: _____

4/15/17

OWNER: _____

DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

Owner makes no representations with respect to any title conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to purchase the property.

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

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

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

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

PURCHASER: _____

[Signature]

DATE: _____

4/15/17

PURCHASER: _____

DATE: _____

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.

Property Address: 201 Longfellow Elyria

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment

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

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

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

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

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

Agent's Acknowledgment

(f) 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.

<u>Nicholas Phipps</u>	<u>4/16/17</u>		
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>4/16/17</u>	Purchaser	Date
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>4/16/17</u>	Agent	Date
Agent	Date	Agent	Date

BUYER/TEENANT DATE	SELLER/LANDLORD DATE
BUYER/TEENANT DATE	SELLER/LANDLORD DATE

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.

CONSENT

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.

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:*

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) for the buyer and 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:*

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) for the buyer and 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:*

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by William L. Murray and Colleen Brinkman Schmitt of RE/MAX BROKERAGE AGENTS.

The seller will be represented by Christoph Kaylor and Randy Paul of RE/MAX BROKERAGE AGENTS.

Buyer(s): SLIT TO PROPERTIES SP-16 LLC

Seller(s): _____

Property Address: 201 Longfellow, Elyria OH 44035

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.)



AGENCY DISCLOSURE STATEMENT



DUAL AGENCY

Ohio law permits a real estate agent and broker 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 broker 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 broker shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or broker;
- 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 broker 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 broker 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 broker 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



Buyer & Seller
INITIALS
4/17/11



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Thank you for contacting your local Coldwell Banker Schmidt Family of Companies office in connection with the purchase or sale of a home or other property. This is to give you notice that Coldwell Banker Schmidt Family of Companies has a business relationship with several other companies. Coldwell Banker Schmidt Family of Companies is an independently owned and operated business which conducts its business under a franchise brand Coldwell Banker which is owned by Realty Corporation ("Realty"). Coldwell Banker Schmidt Family of Companies has relationships with all the companies listed below. Because of these relationships, Coldwell Banker Schmidt Family of Companies may have a marketing service agreement with these companies, which may provide Coldwell Banker Schmidt Family of Companies a financial or other benefit.

Below, we set forth the full range of services that these companies provide along with an estimate of the range of usual charges. You are NOT required to use the listed companies as a condition for the purchase or sale of your property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

A lender is allowed to require the use of an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interests.

DESCRIPTION	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
VARIOUS LENDING INSTITUTIONS Provides a full range of residential mortgage loan products and services throughout the US.	Loan Origination Fee: 0 - 1% of loan amount Discount Fee: 0 - 3% of loan amount Application Fee: \$0 - \$350 Tax Service Fee: \$0 - \$100

WOODLAND TITLE AGENCY, LLC - an agent of Chicago Title Insurance Company -
Based upon a search of public records, this service provides title insurance to lenders and consumers, at their option, which would protect against loss due to any undisclosed title defects

Amount of Title Insurance Coverage for Owners Policy	Premium per \$1,000 of Contract Sales Price	Closing (Escrow) Fee	Conveyance Fee (Transfer Tax)
Up to \$150,000	\$5.75 - \$1,000	Closing fees range between \$175 and \$375 each to Purchaser and Seller depending on purchase price & county	\$3.00 - \$4.00 per \$1,000 Per Contract Sales Price (Rounded to the nearest \$100) Depending on county location of property
Over \$150,000 up to \$250,000	Flat fee of \$187.50 + \$4.50/\$1,000		
Over \$250,000 up to \$500,000	Flat fee of \$437.50 + \$3.50/\$1,000		
Over \$500,000 up to \$10,000,000	Flat fee of \$812.50 + \$2.75/\$1,000		
Over \$10,000,000	Flat fee of \$812.50 + \$2.25/\$1,000		
Minimum Charge	\$175		

AMERICAN'S PREFERRED HOME WARRANTY (marketed as The APHW Supreme Home Warranty)	Supreme Home Warranty Agreement	Starting at \$399. Total price depends on the available options which you choose. Coverage provided also depends on the options you choose. (It is important that you read the entire Supreme Home Warranty Agreement.)
The America's Preferred Home Warranty pays towards the repair or replacement of a covered system or appliance in the event of a failure due to normal wear and tear. (Certain limits of liability exist and it is important that you read all of the terms and conditions listed in the Supreme Home Warranty Agreement.)		

Disclosure of Additional Compensation

Various consumer discount programs are available through participating Coldwell Banker Schmidt Family of Companies offices. These programs do not require that a participating consumer be a customer of such office or sell, list, lease or purchase real estate through a Coldwell Banker Schmidt Family of Companies office as a condition of participation. These programs are designed to provide customers with services and may or may not have a reduced or discounted price for the product or service being offered. A consumer purchase of such product or service may result in the seller or service provider paying a fee or commission to the Coldwell Banker Schmidt Family of Companies or Sales Associate who obtained the sale. All products/services being provided are the sole responsibility of the product/service vendor/provider and the undersigned relieve Coldwell Banker Schmidt Family of Companies and/or Realty from any liability that may adhere thereto.

ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form, and understand that Coldwell Banker Schmidt Family of Companies, and/or its sales associate(s) is referring me/us to purchase the above-described settlement service and may receive a financial or other benefit as the result of this referral.

	4/17/17	Date
--	---------	------