

SNOW VILLAGE "B", INC. – STANDARD OCCUPANCY AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of August, 2017, between SNOW VILLAGE "B", INC., hereinafter referred to as the Corporation, an Ohio corporation with its principal office and place of business in Cleveland, Ohio and

LISA CRAYTON; ADAM CRAYTON, a stockholder of said Corporation, hereinafter referred to as the Resident-Shareholder.

WITNESSETH:

That in consideration of One Dollar (\$1.00) to each of the parties paid by the other party, the receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, the Corporation and the shareholders hereby agree as follows:

1. The corporation hereby acknowledges the subscription for the common share necessary to qualify the subscriber thereto as an occupant of a dwelling unit in the housing development to be known as Snow Village "B", Inc. (FHA #042 30003-M), consideration therefor to be paid as provided in said subscription agreement.
2. In consideration thereof and subject to the continued ownership of such qualifying share of common stock in Snow Village "B", Inc., by the Resident Shareholder and subject to all the provisions of this Agreement, the Charter of the Corporation, its Code of Regulations, its House Rules as promulgated from time to time by the Board of Directors of the Corporation, and to the right to terminate this Agreement as set forth herein, the Corporation hereby lets to the resident shareholder and the Resident shareholder hereby takes from the Corporation the right of occupancy of:

Dwelling Number 63

3. Any and all rights of the Resident Shareholder to the occupancy of a dwelling unit in Snow Village "B", Inc. under the terms of the Agreement shall be subject and are hereby made agreed to be subject to the lien of any mortgage loan entered into by Snow Village "B", Inc. in connection with or for the purpose of financing or refinancing the construction of aforesaid housing development.
4. The Resident Shareholder under this Agreement shall be liable for its pro-rata share of all "Carrying Charges," as determined by the Board of Directors. Payment shall be due after twenty (20) days notice of the availability for occupancy of the dwelling unit of the Resident Shareholder as determined by the Board of Directors of Snow Village "B", Inc., or upon actual occupancy of same, whichever is sooner, and thereafter on the first of each month. "Carrying Charges" under this Agreement are defined as being the Resident Shareholder's proportionate share, as determined by the Board of Directors, of the sum required by the

Corporation, as estimated in advance from time to time by the Board of Directors, to meet those expenses of any fiscal year, including but not limited to the following items:

- a) The cost of all operating expenses of the project and services furnished.
- b) The cost of necessary management, administration and corporate expense.
- c) The amount of all taxes and assessments levied against the development of the Corporation which it is required to pay.
- d) The cost of fire and extended coverage insurance on the project and of such other insurance as the Corporation may effect or may be required by any insured mortgage or other mortgage on the project.
- e) The cost of furnishing water, electricity, heat, gas, garbage, and trash collection, and other utilities, if furnished by the Corporation.
- f) All reserves set up by the Board of Directors including Operating Reserve, and Reserves for Replacements.
- g) The estimated cost of the necessary repair, maintenance, and replacement of the housing development property to be made by the corporation.
- h) The amount of principal, interest, mortgage insurance premium, and other payments on the aforementioned insured mortgage, except as to the extent that same are included in the foregoing items.
- i) Any other necessary expenses of the Corporation approved by the Board of Directors including deficiencies, if any, in carrying charges for prior periods.

5. Services Provided by Corporation:

The Corporation shall provide necessary management, operation, and administration of the development; pay or provide for the payment of all taxes or assessments levied against the development; procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance as required by any mortgage on property in the development, and such other insurance as the Corporation may deem advisable on the property in the development. The Corporation shall not provide insurance on the Resident Shareholders' interest in the dwelling unit or on his/her personal property.

The Corporation shall provide and pay for water, electricity, heat and gas, in reasonable amounts, when furnished by the Corporation.

6. Repairs

a) By Resident Shareholder.

The Resident Shareholder agrees to repair and maintain his/her dwelling unit at his/her own expense as follows:

1. Any repairs or maintenance necessitated by his/her own negligence or misuse;
2. Any redecoration of his/her own dwelling unit; and
3. Any minor repairs, herein defined as any repair the cost of which is less than \$25.00, with the exception, however, of the furnace, hot water tank, washer and dryer, and other similar equipment furnished by the Corporation to the Resident Shareholder's dwelling unit which shall be the duty of the Corporation to repair and maintain.

b) By Corporation.

The Corporation shall provide and pay for all necessary repairs, maintenance and replacements of project property, including the Resident Shareholder's dwelling unit, except as specified in Clause A of this article. To provide for such repairs, maintenance and replacements the Corporation shall set up an operating reserve and a reserve for replacements. The officers and employees of the Corporation shall have the right to enter the dwelling unit of the Resident Shareholder in order to effect necessary repairs, maintenance, and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency or others, at any reasonable hours of the day, and in the event of emergency at any time.

c) Right of Corporation to make Repairs at Resident Shareholder's expense.

In case the Resident Shareholder shall fail to effect the repairs, maintenance, or replacements specified in Clause A of this article in a manner satisfactory to the Corporation and pay for same, the latter may do so and add the cost thereof to the Shareholder's next month's operating payment hereunder. Any failure hereunder by the Resident Shareholder to repay said cost when due or to make repairs when ordered to do so by the Board of Directors of the Corporation or to permit access to the premises occupied by the Shareholder, to the agents of the Corporation for the purpose of making such repairs, shall be a default hereunder whereby this Agreement may be terminated as provided in Paragraph 13 hereof.

The Resident Shareholder shall not without the written consent of the Corporation and the owners of the preferred Stock make any structural alterations in the premises or in the water, gas, or steam pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the premises.

If the Resident Shareholder for any reason shall cease to be an occupant of the premises, he/she shall surrender to the Corporation possession thereof, including any alterations, additions or improvements, by whomever the same may have been made.

7. In the event that the abovementioned dwelling unit shall be totally destroyed or so damaged by fire or other casualty, or rendered unusable through public condemnation, not occurring through fault or negligence of the Resident Shareholder occupying the same, or those employed or acting for him/her, repairs shall be made by the corporation as speedily as conveniently possible, provided that: in case the damage shall be so extensive as to render said premises untenable, all rents and "Carrying Charges" shall cease until such time as said premises shall have been put in repair, but in the event of the substantially total destruction of said premises by fire or otherwise, or in case the damage to the said premises is so extensive that they cannot, in the opinion of the Corporation be repaired within ninety (90) days, this Agreement shall cease and the carrying charges shall abate from date thereof.

The Corporation shall not be liable for any failure of water supply, electric current or telephone service, nor for any injury or damage to person or property caused by the elements or by any cause out of the Corporation's actual or apparent control, or by other tenants or persons in any portions of the premises of Snow Village "B", Inc., or resulting from steam, gas, electricity, water, rain, or snow which may leak or flow from any part of said building, or from breakage, leakage, or obstruction of the water or soil pipes, appliances or plumbing works of the same or from any other place, not for interference with light or other incorporeal hereditaments by any person or persons other than the Corporation.

No diminution or abatement of rent or "Carrying Charges" or other compensation shall be claimed or allowed for inconvenience or discomfort arising from making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance, or ordinance of a governmental authority. In respect to the various "Services" if any, herein expressly or impliedly agreed to be furnished by the Corporation to the Resident Shareholder, it is agreed that there shall be no diminution or abatement of carrying charges or rent, or any other compensation for interruption or curtailment of such "Services" for any cause other than the negligence of the Corporation. No such interruption or curtailment of any such "Service" shall be deemed a constructive eviction. The Corporation shall not be required to furnish and Resident Shareholder shall not be entitled to receive, any of such "Services" during any period wherein the Resident Shareholder shall be in default in respect to the payment of rent or carrying charges.

8. The Corporation agrees that it will reimburse or credit to each Resident Shareholder within ninety (90) days after the end of each fiscal year such sums as shall have been collected from the occupant of the dwelling unit occupied by him/her in anticipation of expenses which prove to be in excess of the amount actually needed for expenses of all kinds, and reserves, in the discretion of the Board of Directors, and the Corporation agrees to notify said Resident Shareholder of its action related thereto.

With the consent of a majority of the voting Resident Shareholders at a meeting called for such purpose, such excess sum may be used as a prepayment of mortgage indebtedness insured by the Federal Housing Administration.

9. The Resident Shareholder shall occupy the dwelling unit allotted to him/her under this agreement as a private dwelling for himself/herself and his/her immediate family, and for no other purpose, and may enjoy the use, in common with other Resident Shareholders of the Corporation and occupants of the housing development, of all community property and facilities of the development, so long as he/she continues to own a qualifying share of the stock of the Corporation, and occupies the dwelling, and abides by all terms of this Agreement.

The Resident Shareholder and/or other occupant of a dwelling unit in Snow Village "B", Inc. shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of fire insurance on the buildings or on the contents thereof, or which will obstruct or interfere with the rights of any other occupants or annoy them by unreasonable noises or otherwise, or which will commit or permit any nuisances on the premises, or commit or suffer any immoral or illegal act to be committed thereon. The Resident Shareholder shall comply with all the requirements of the Board of Health and of all other government authorities in respect to the said premises. If by reason of the occupancy or use of said premises by the Resident Shareholder and/or any other occupants the rate of fire insurance on the buildings shall be increased the Resident Shareholder and/or other occupants shall become personally liable for the additional insurance premium and the Corporation shall have the right to collect the sum when charged and make this a part of the monthly "Carrying Charges" of said premises.

10. Restriction on Assignment and Sub-Leasing.

The Resident Shareholder hereby agrees not to assign this Agreement or sub-let the dwelling unit allotted to him/her thereunder without written consent of the Corporation. Rent under any assignment of occupancy rights by the Resident Shareholder shall be assigned to the Corporation and the assignment shall be delivered to the Corporation, and the Corporation shall be irrevocably empowered to collect rents and other charges herein provided for and apply the same in reduction of sums due from time to time under this Agreement. The assignment of occupancy rights shall be in a form, acceptable to the Corporation, and shall require the express agreement of the assignee to abide by the terms of this Agreement during his/her occupancy, and shall give to the Corporation the irrevocable power to dispossess or otherwise act for the Resident Shareholder in case of default under the assignment of occupancy rights. Violation of this provision shall automatically result in the termination and forfeiture of all rights under this Agreement. Any attempted sub-letting or assignment in violation of this provision shall be void.

All the liability of the Resident Shareholder under this Agreement shall continue notwithstanding the fact that he/she may have assigned this Agreement and his/her right of

occupancy thereunder or sub-let the dwelling allotted to him/her thereunder with the approval of the Corporation. The Resident Shareholder shall continue liable for all payments hereunder and shall be responsible to the Corporation for the conduct of his/her assignee. If this Agreement is transferred by operation of law, except as provided in paragraph 11, if transferee will purchase a qualifying share of the common stock of the Corporation and if he/she will expressly assume in writing all these covenants and obligations herein contained, the Board of Directors at its discretion may approve this transferee as an occupant under this Agreement.

11. This Agreement is not transferrable or assignable except to a member of the Resident Shareholder's immediate family, who shall lawfully acquire his/her stock in the Corporation and who shall in writing assume this Agreement; or to a holder of a qualifying share of common stock, who shall have been approved by the Corporation as a stockholder and as a suitable occupant of such dwelling unit, and shall duly have assumed this Agreement in writing. The Resident Shareholder may transfer his/her right of occupancy under this Agreement to a member of his/her immediate family by gift, bequest, assignment, or otherwise, provided that such transferee is the holder of a qualifying share of the Corporation's common stock. Any other transfer of this Agreement shall be subject to the requirements of paragraph 10 and paragraph 12 hereof.

12. Corporation's Option to Purchase Interest.

If the Resident Shareholder desires to sell his/her share of stock, he/she shall notify the Corporation in writing thereof, and the Corporation shall have the option for a period of thirty (30) days after receipt of such notice, but not the obligation, to purchase the Resident Shareholder's qualifying share of common stock and Occupancy Agreement, at an amount equal to the par value of the stock plus accrued equity and minus depreciation and any other amounts due from the Resident Shareholder to the Corporation. The purchase by the Corporation of the Resident Shareholder's stock and Occupancy Agreement shall immediately terminate the Resident Shareholder's right hereunder and the Resident Shareholder shall forthwith vacate the premises.

If the Corporation in writing notifies the Resident Shareholder of its waiver of its option to purchase said stock and the Occupancy Agreement under the foregoing option, or if the Corporation fails to exercise such an option within a period of thirty (30) days after receipt of notice in writing from the Resident Shareholder that he/she desires to sell his/her stock, the Resident Shareholder may sell his/her stock to any person, but such sale shall not entitle the purchaser to any right of occupancy unless he/she has been duly approved by the Board of Directors of the Corporation as a Resident Shareholder, provided that such approval shall not be unreasonably withheld and unless such purchaser shall have expressly agreed in writing to assume and be bound by all the duties, promises and obligations of the Occupancy Agreement. The holder of a share of qualifying common stock who has been duly approved by the Board of Directors of the Corporation as an occupant, upon due execution and delivery of a new Occupancy Agreement or assumption in writing of this

Agreement, shall thereafter enjoy the privilege of and be subject to all the obligations of the Resident Shareholder under this Agreement, and the retiring Resident Shareholder shall thereupon be released by the Corporation in writing from all of his/her obligations under this agreement, provided that he has paid all monies due the Corporation to date of said release.

13. The Corporation shall have a first and paramount lien upon all shares of record in the name of any shareholder, whether held by such shareholder solely, or jointly with others, for such shareholders' debts, liabilities and engagements, solely, or jointly with any other person, to or with the Corporation and whether the period for the payment, fulfillment or discharge thereof shall have matured or not. For the purpose of particular specification but not for limitation of the application of the aforesaid lien provision the qualifying share of the Corporation's common stock held by the Resident Shareholder shall be and hereby is continuously and irrevocably pledged to the Corporation for all duties and obligations of the shareholder to the corporation. After default upon any such debt, liability, or engagement, the corporation may, thirty (30) days or more after notice, given as provided in Article Tenth (D) of the Corporation's Articles of Incorporation to the shareholder, setting forth such default, sell said shares at public or private sale for the best price obtainable. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, or engagements of such shareholder to or with the corporation, and the residue, if any, shall be paid to said stockholder, if his/her actual address be known, otherwise said residue shall be deposited in a solvent depository in Cuyahoga County, Ohio, to the credit of said shareholder.
14. If the Resident Shareholder notifies the Corporation of his/her desire or intention to remove from his/her dwelling unit, and sell his/her stock and Occupancy Agreement, and the Corporation shall waive in writing its option to purchase same, and the Resident Shareholder shall assign his/her Occupancy Agreement to the Corporation for cancellation and assign in blank his/her stock for transfer and deposit of same with a suitable escrow agent and notify the Corporation thereof, it shall be the duty of the Corporation reasonably to assist the Resident Shareholder to find a purchaser at a price as designated by the Resident Shareholder not in excess of the reasonable value thereof.

If the Resident Shareholder vacates his/her dwelling, his/her rights under this Agreement shall cease and the Corporation shall have the power and right to re-let the dwelling unit for the account of the Resident Shareholder at the best terms obtainable; but the Resident Shareholder shall remain liable for all charges thereunder, less rent received under such letting until such time as the Resident Shareholder's stock shall be sold to new Resident Shareholder, as approved by the Corporation, who shall assume all obligations hereunder, or the Corporation shall purchase said stock.

15. Corporation's right to terminate Occupancy Agreement.

It is hereby mutually agreed as follows: If upon, or at any time after, the happening of any of the events mentioned in subdivision (a) to (k) inclusive of this paragraph, the Corporation shall give to the Resident Shareholder a notice that this Agreement will expire at a date not less than thirty (30) days thereafter, this Agreement shall expire on the date so fixed in such notice, it being the intention of the parties hereto create additional limitations, and it shall thereupon be lawful for the Corporation to re-enter the dwelling unit and to remove all persons and personal property therefrom, either by summary dispossession proceedings or by suitable action or proceeding at law or in equity or by force or otherwise and to repossess the dwelling unit in its former state as if the Agreement had not been made.

- (a) In case the qualifying share of common stock in the Corporation in consideration of the ownership of which this Agreement is executed, shall be acquired by the Corporation;
- (b) In case at any time during the continuance of this term of this Agreement the holder thereof shall cease to be the owner of a qualifying share of the common stock in this Corporation, provided that in the event of the death of a Resident Shareholder there shall be an eighteen months (18) period from the date of same to determine legal ownership before the cessation of ownership of qualifying share of stock becomes a cause of termination; or if this Agreement shall pass or be assigned to anyone who is not then approved as an occupant by the Corporation, except as provided in paragraph 11 above;
- (c) In case at any time during the continuance of this Agreement a receiver of all the property of such holder of this Agreement shall be appointed under any of the provisions of the laws of the State of Ohio or of any statute of any state in the United States, or under any statute of the United States;
- (d) In case at any time during the continuance of this Agreement any holder hereof shall be declared a bankrupt under the laws of the United States;
- (e) In case at any time during the continuance of this Agreement any holder hereof shall make a general assignment to the benefit of the creditors of such holder;
- (f) In any case at any time during the continuance of this Agreement any of said stock of the Corporation owned by such holder shall be duly levied upon and sold under the process of any court;
- (g) In case at any time during the continuance of this Agreement the share of said stock owned by such holder shall be sold pursuant to the terms of any agreement whereby said stock shall have been pledged as collateral security;

- (h) In case of any assignment of this Agreement without the consent herein required except as in this Agreement expressly allowed;
- (i) In case the Resident Shareholder shall default in the performance of any covenant or provisions hereof after written notice of such default shall have been given by the Corporation;
- (j) In case the Resident Shareholder shall default in the payment of any sum due under this Agreement;
- (k) In case of any default under paragraphs 6 and 9 hereof.

The Resident Shareholder shall forfeit his/her right of occupancy of his/her dwelling unit in the development and all his/her rights under this Agreement shall cease and terminate after notice of termination as described above. After termination of Occupancy Agreement retention of premises by Resident Shareholder or any persons claiming under him/her shall be considered a forcible detainer thereof.

16. The Shareholder hereby expressly waives any and all right of redemption in case the Corporation shall be dispossessed by judgment decision, or warrant of any court or judge; the words "enter", "re-enter", and "re-entry", as used in this Agreement are not restricted to their technical legal meaning and in the event of a breach or threatened breach by the Resident Shareholder of any of the covenants or provisions hereof, the Corporation shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for. The occupant hereby agrees to waive legal provisions of Ohio law regarding right of the Corporation as landlord to "enter", or "re-enter", or "re-entry" and agrees to be bound by provisions hereinbefore stated.
17. The failure of the Corporation to insist, in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future, of such covenant, option, or remedies, but the same shall continue and remain in full force and effect. The receipt by the Corporation of "Carrying Charges" or rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Corporation shall be deemed to have been made unless expressed in writing and signed by the Corporation. Even though the Corporation shall consent to an assignment of this occupancy agreement, or to sub-letting, no further assignment or sub-letting shall be made without express consent in writing by the Corporation.

If this Agreement be assigned, or if these premises covered herein or any part thereof be underlet or occupied by any person or persons other than the Resident Shareholder, the Corporation may collect rent from the assignee, undertenant, or occupant, and apply the net amount collected to the carrying charge herein reserved and no such collection shall be

deemed a waiver of the assignee, undertenants, or occupant as tenant, or a release of the Corporation from further performance by the Resident Shareholder of the covenants herein contained on the part of the Resident Shareholder.

18. The Resident Shareholder covenants that he/she will preserve and promote the mutual ownership principles on which the Corporation has been founded, abide by the Charter, Code of Regulations, House Rules promulgated by the Board of Directors of the Corporation from time to time, and any amendments thereto.
19. In return for the Resident Shareholder's continued fulfillment of the terms and conditions of this contract, the Corporation covenants that the Resident Shareholder shall at all times while this Agreement remains in effect, have and enjoy for its sole use and benefit the property hereinbefore described, after obtaining occupancy, and shall enjoy in common with all other members of the Corporation use of all community property and facilities of the development.
20. No representations other than those contained in this Agreement, the Charter, Code of Regulations, and House Rules of the Corporation, as promulgated from time to time by the Board of Directors of the Corporation, shall be legal or binding upon the Corporation.
21. It is further agreed that the Federal Housing Commissioner, or the official who succeeds to the duties of that office, his/her agents and employees, and the representative of any mortgagee holding a mortgage on the property, the officers and employees of the Corporation, shall have a right to enter into the dwelling unit of the Resident Shareholder and make inspection thereof at any reasonable hour of the day.
22. At the end of each fiscal year, the Corporation shall furnish to the Resident Shareholder a statement of the income and disbursements of the Corporation, which need not be detailed.
23. Whenever the provisions of law or the Code of Regulations of this Corporation or this Agreement require notice to be given to either party hereto, such notice, unless waived, must be given in writing, by mail, addressed to the person to whom the notice is to be given, or at his/her last known post office address as the same appears in the books of the Corporation, and the time when the same shall be mailed shall be deemed to be the time of giving such notice, except as in this Agreement otherwise expressly provided. The Resident Shareholder under this Agreement waives provisions under Ohio law regarding notice and agrees to be bound by provisions set forth in this Agreement, the Charter of the Corporation, and the Code of Regulations.
24. The Board of Directors, in its own discretion, may, or upon a petition of twenty per cent of the Resident Shareholders of the Corporation, shall, formally meet to consider whether there is sufficient cause for termination of this Agreement, and should the Board of Directors so determine, it shall proceed forthwith as hereinbefore set forth provided that:

the Resident Shareholder may appeal such a decision to a meeting of the Resident Shareholders formally called by the Board of Directors, if the Resident Shareholder requests the calling of such meeting within ten (10) days of the notice to him/her from the Board of Directors of the Corporation of its decision regarding said cause of termination of this Occupancy Agreement.

25. It is mutually agreed that the invalidity of any provision or provisions of this Agreement shall not invalidate any other provision of the Agreement, and same shall, and hereby agreed, to have full force and effect.

26. It is understood and agreed that during the period prior to the commencement of amortization under the mortgage, no portion of the monthly carrying charge paid in accordance herewith shall accrue as a credit to the members' equity in the corporation. Such payments shall be considered corporation income to be used and disbursed in the discretion of the Board of Directors for appropriate corporation purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Occupancy Agreement as:

Lisa Crayter Adrian Crayter
Resident Shareholder

SNOW VILLAGE "B", INC.

By: Stephen J. Depp

Title: PRESIDENT

In the presence of:

Christopher Kelly

Treva Sutphin