

PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER** The undersigned DRD Holdings LLC offers to buy the
2 **PROPERTY** located at 12514 Plover St,
3 City Lakewood, Ohio, Zip 44107
4 Permanent Parcel No. 315-22-056, and further described as being:

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting.
11 The following items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
12 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas
13 grill; fireplace tools; screen; glass doors and grate; all existing window treatments; ceiling fan(s);
14 wood burner stove inserts; gas logs; and water softener. Also included:

15 As-Is Seller make no repairs ASSUME POS city of Lakewood.
16 ~~Not~~ included: Subject to Seller's Vendors Written
17 Short Sale approval, w/terms acceptable to
Seller

18 **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable, will become a
19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
20 _____ (date). BUYER shall have the right to terminate this secondary offer at any time prior to
21 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
22 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

23 **PRICE** BUYER shall pay the sum of
24 Payable as follows:
25 Earnest money paid to Broker will be deposited in a non-
26 interest-bearing trust account and credited against
27 purchase price: \$ 27,000.00 AG
28 Check to be deposited immediately upon the 1,000 AG
29 formation of a binding AGREEMENT, as defined OWNER, MEMBER Buyer Buyer
30 below on lines 231-238. OWNER, MEMBER
31 Note to be redeemed within four (4) days after 46,001 Seller Seller
32 formation of a binding AGREEMENT, as defined
33 below on lines 231-238.
34 Cash to be deposited in escrow \$ 0
35 Mortgage loan to be obtained by BUYER \$ 0

36 CONVENTIONAL, FHA, VA, OTHER CASH - Seller/Bank to make
37 No repairs property SOLD AS IS

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within _____ days AC
39 after acceptance and shall obtain a commitment for that loan on or about _____ days 2 Buyer
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null OWNER, MEMBER
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

Approved by CABOR, LoCAR, LCAER and CACAR
Revised May 1, 2008
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1-31-17
1-31-17
SELLER'S SIGNATURE AND DATE BUYER'S SIGNATURE AND DATE
(OWNER), MEMBER Seller

43 NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
45 account until a written release from the parties consenting to its disposition has been obtained or until
46 disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before ~~Feb 15, 2017~~ Feb 15, 2017 and title shall be
49 transferred on or about ~~Feb 15, 2017~~ 2017 on soon

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

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
60 Owner's Fee Policy of Title Insurance from SELLER'S PLUS A Vendor/Enterprise
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
66 BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

68 **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
69 county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments
70 shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or
71 the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of
72 the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing
73 authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to
74 the date of the title transfer. If the property being transferred is new construction and recently completed or in the
75 process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to
76 make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title
77 transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they
78 become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on
79 reserve once they receive notice from the local county auditor that the taxes on the land and improvements have
80 been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not
81 reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER
82 directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,
83 taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes
84 or assessments, public or private, except the following:

85 _____
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
87 BUYER SELLER agrees to pay the amount of such recoupment.

88 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)
93 other _____

94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

J. J. J.
SELLER'S INITIALS AND DATE

AB 1-31-17
BUYER'S INITIALS AND DATE
(OWNER) MEMBER

SSA + 30 (X) A6
ANUP Coe
Buyer
OWNER MEMBER
Seller
X He Buyer
OWNER MEMBER
X He Buyer
X He Buyer
Seller

96 whichever is later. The escrow agent shall withhold \$ 0 from the proceeds due SELLER for
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
98 BUYER.

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

102 _____, BUYER shall secure new insurance on the property.

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

107 The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD-1
108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109 The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD-1
110 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

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

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

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

Choice	Inspection	Expense	
		BUYER's	SELLER's
126			
127	Yes No		
128	<input type="checkbox"/> <input checked="" type="checkbox"/> GENERAL HOME _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/> <input checked="" type="checkbox"/> SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/> <input checked="" type="checkbox"/> WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/> <input checked="" type="checkbox"/> WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/> <input checked="" type="checkbox"/> RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
133	<input type="checkbox"/> <input checked="" type="checkbox"/> OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
134			

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

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

Approved by CABOR, LACAR, LCAR, GeCAR, Medina BOR, and the Cuyahoga County Bar Association
Revised May 1, 2008
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SELLER'S INITIALS AND DATE: [Signature] 1-31-17
BUYER'S INITIALS AND DATE: ALC 1-31-17
(OWNER) MEMBER © Form 100

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

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

157 Yes No

158 **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
160 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 90 days in
164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
165 OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER
166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

167 Yes No

168 **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
182 BUYER may remove this right of inspection at any time without SELLER's consent.

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

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

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

Approved by CABOR, LoCAR, LCAR, MeCAR, Medina BOR and the Cuyahoga County Bar Association
Revised May 1, 2000

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J. Blum
SELLER'S INITIALS AND DATE

1-31-17
BUYER'S INITIALS AND DATE

(OWNER) MEMBER

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

204 BUYER HAS AB (BUYER's initials) received a copy of the Residential Property Disclosure
205 Form signed by SELLER on 1-31-17 (date) prior to writing this offer.

206 BUYER HAS NOT _____ (BUYER's initials) received a copy of the Residential Property
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
208 BUYER's review and approval of the information contained on the disclosure form within 10 days from
209 receipt.

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
213 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
214 shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
216 agree in writing, this AGREEMENT can be declared null and void by either party.

217 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
218 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
219 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
220 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER
221 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square
222 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,
223 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal
224 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,
225 write "none"). NONE

226

227 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

231 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
232 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
233 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
234 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
235 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
236 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
237 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
238 **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

239 **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
240 Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
241 Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Other _____
242 are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting
243 terms in the purchase AGREEMENT.

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SELLER'S INITIALS AND DATE

AB 1-31-17
BUYER'S INITIALS AND DATE
(OWNER) MEMBER

244 DRD Holdings LLC 3717 W 134th Cleveland, OH
245 (BUYER) (ADDRESS AND ZIP CODE)

246 *Ann Galey* --->
247 (BUYER) (PHONE NO.) ---> 1-31-17
248 ANOP 6089 (OWNER) MEMBER (DATE)

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

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

251 ACCEPTANCE SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of PER MLS percent (3 %)
253 of the purchase price to REALTY TRUST SERVICES (Broker)
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)
255 and PER LISTING percent () % of the
256 purchase price to PER LISTING (Broker)
257 (Address)
258 as the sole procuring agents in this transaction.

259 *JR* 5810 Stuckey Rd Creston, OH 44217
260 (SELLER) (ADDRESS AND ZIP CODE)

261 Jennifer R. Wolf (216) 403-4122 1-31-17
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 (SELLER) (ADDRESS AND ZIP CODE)

265 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

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

269	Multiple Listing Information	
270	<i>Michael Kaim</i>	<i>MIKE Collica</i>
271	(Listing agent name)	(Listing agent license #)
272	<i>BHHS Professional Realty</i>	<i>430767</i>
273	(Listing broker name)	(Listing broker office #)
274	Christopher Kaylor	2011003065
275	(Selling agent name)	(Selling agent license #)
276	Realty Trust Services	9165
277	(Selling broker name)	(Selling broker office #)

Addendum — "As Is" Sale

This addendum is an integral part of that Agreement dated 1-31-17 between

Jennifer R Wolf Seller,

and DRS Holdings LLC Buyer,

concerning property located at 12514 Ploner St Lakewood Oh 44107.

The property being sold is not new and neither Seller nor Seller's agent warrant the condition of the property, which is sold in its present "AS IS" condition. Buyer understands and agrees that Seller, his or her agents or assigns, will not, prior or subsequent to close of escrow, be responsible for the repair, replacement, or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship, or mechanical components of the structures, improvements, or land, including but not limited to: heating, plumbing, electrical or sewage disposal system, well or other water supply system, drainage or moisture conditions, foundations, air conditioning, hot water heater, pools, spas, solar systems, appliances, roof or damage by pests or other organisms. This provision supersedes all other provisions in the Purchase Agreement regarding maintenance and condition of the property, (except those relating to the destruction of improvements, risk of loss, and leaving property free of debris and personal property). However, Seller agrees the property (including all structures, pool, spa, grounds and landscaping) will be delivered to Buyer at close of escrow in the same or better condition than as of the date of acceptance or, if there is an inspection contingency, as of the time the inspection contingency is removed.

Buyer has been advised to carefully inspect the property personally, and to obtain inspection reports from qualified experts regarding all systems and features of the property, including boundary lines, lot and dwelling size, roof(s), plumbing, electrical, appliances, sewers, septic system, soil conditions, TV/cable, telephone lines/connections, foundation, heating, air conditioning, structural components, pool and related equipment, and any possible environmental hazards or pest infestation or infection.

Seller agrees to permit Buyer and Buyer's representatives reasonable access to the premises to complete said inspections.

Unless another time limit is specified in the Purchase Agreement, Buyer will notify Seller in writing within fifteen (15) calendar days from date of acceptance, that the condition of the premises is either acceptable or unacceptable. If the Buyer finds the property acceptable, Buyer agrees to take the property in its present "AS IS" and "WHERE IS" condition as of the time the inspection condition is satisfied. Should Buyer find the property unacceptable, the Purchase Agreement will terminate.

Buyer is not relying upon Seller or Seller's agent to investigate and report on the condition of the property other than conditions known by the Seller or Seller's agent and noted on any disclosure statements that have been provided. In all other respects, Buyer agrees that he/she is relying exclusively upon Buyer's own inspection and that of experts retained by Buyer as to the condition of the physical features of the property.

The parties understand that, even though this is an "AS IS" sale, the Seller is obligated by law to reveal all known defects of a material nature of which the Seller is aware. The parties do not intend by this Addendum to waive any provision of the law requiring that the Seller or the Agents furnish disclosure statements, nor do the parties intend to waive any provisions of local laws requiring inspections or reports.

Date 5-15-17

Date 5-9-17

Buyer ANUP GARG
OWNER, MEMBER ANUP GARG

Seller [Signature]

Buyer _____

Seller _____

AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

All Parties to the contract on the premises dated 1-31-17:

Property address:

12514 Plover Ave, Lakewood OH 44107

Hereby affirm that this is an "Arm's Length Transaction",

No party to this contract is a family member, business associate, or share a business interest with the mortgagor. Further, there are no hidden terms or special understandings between the seller or buyer or their agents or mortgagor.

The Buyers and Sellers nor their Agents have any agreements written or implied that will allow the Seller to remain in the property as renters or regain ownership of said property at anytime after the execution of this short sale transaction. None of the parties shall receive any proceeds from this transaction except the sales commission.

[Signature] 4-1-17
(Seller) Date

Jennifer R. Davala
Print Name AKA Jennifer R. Wolf

(Seller) Date

Print Name

[Signature] 5-9-17
(Seller's Agent) Date

Berkshire Hathaway Realty
Print Name and Company

(Buyer's Agent) Date

Print and Company

ANUP GARG 5-7-17
(Buyer) Date
ANUP GARG OWNER, MEMBER

(Buyer) Date

Print Name and Title Co. Name

Print Name and Title Co. Name

Sales Contract Addendum

All sales contracts that will not fully satisfy the outstanding debt must include a contingency clause making the sale of the property "contingent on the mortgage holder's and the mortgage insurer's, if applicable, agreement to the sale."

"The seller's obligation to perform on this contract is subject to the rights of the mortgage insurer (if any) and the mortgage holder relating to the conveyance of the property."

Buyers signature ANUP GARG date 5-15-17
OWNER, MEMBER ANUP GARG
Buyers signature _____ date _____

Sellers signature [Signature] date 5-9-17
Sellers signature _____ date _____

Agent signature [Signature] date 5-9-17

Agent Signature Christopher Kaylor 5-15-17
CHRISTOPHER KAYLOR date



"Short Sale" Addendum

This "Short Sale" Addendum is to the listing and/or purchase agreement for the Property known as:

12514 Plover St Lakewood Oh 44107 (Street Address)

Lakewood (City), Ohio. The undersigned parties agree as follows:

1. A "Short Sale" can occur when the balance of the mortgage(s) and other liens against a property exceed the expected Seller's proceeds from the sale of the property. In such circumstances, the Seller(s) can request that the mortgage and other lien holders agree to a "Short Sale," where such lien holders are paid less than the full amount.
2. If a property is subject to a "Short Sale," the Seller(s) will not be able to deliver clear title as required by the listing agreement and/or purchase contract without the consent of the mortgage and other lien holders to accept less than the full amount owed to pay off such liens. If a property is subject to a "Short Sale," the Sellers, Buyers, and Real Estate Brokers/Agents may need to provide information to the mortgage and other lien holders, whose consent would be required to accomplish a "Short Sale."
3. It may take 30 days or more for the lien holder(s) to approve a "Short Sale." The closing should be able to occur within 30 days after such approval. In a "Short Sale," the Seller(s) usually receive no proceeds, may fail to continue to maintain the property, and may have no ability to contribute to Buyer's closing costs, pre-pays, appraisals or any limited home warranty. A "Short Sale" may result in "forgiveness of indebtedness income" to the Seller(s), which the Seller(s) must discuss only with his/her own attorney. Real Estate Brokers/Agents can give no advice on tax issues.
4. The Seller(s) hereby consent to the lien holders being provided with all necessary information for them to consider and approve a "Short Sale" on this Property, including information on the status of negotiations and the terms and conditions of any offers or counteroffers.
5. Until the lien holder(s) agree to a "Short Sale" on this Property, it shall continue to be marketed for sale in the MLS as contingent. If the lien holder(s) require a reduced commission, the cooperating broker agrees to accept a reduced commission below that otherwise offered in the MLS (such reduction being shared equally by both brokers). The Seller(s) agrees to continue to maintain this Property, including paying all utilities, through closing.
6. **The Seller(s) and Buyer(s) agree that the Seller(s) shall pay BHHS Professional Realty \$ _____ through escrow at Closing for the negotiation of the short sale.**
7. The lien holder(s) or other third-parties whose consent to a "Short Sale" may be required are:

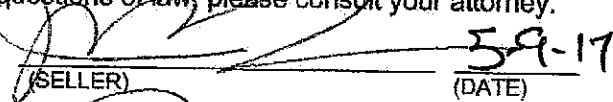
a. <u>Nation Star</u>	c. _____
b. _____	d. _____
8. If all lien holder(s) and other third-party approvals are not obtained in writing within 45 days of presentation of such request for approval of a "Short Sale," any such purchase agreement shall be terminated and the earnest money shall be returned to the Buyer(s).

IMPORTANT NOTICE: You may stop doing business with us at any time. You may accept or reject the offer of mortgage assistance we obtain from your lender [or servicer]. If you reject the offer, you do not have to pay us. If you accept the offer, you will have to pay us \$ _____ for our services. BHHS Professional Realty is not associated with the government, and our service is not approved by the government or your lender. Even if you accept this offer and use our service, your lender may not agree to change your loan. If you stop paying your mortgage, you could lose your home and damage your credit rating.

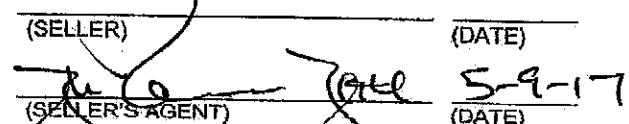
Subject to Sellers lender's Approval.

This is a legally binding Addendum. If you have any questions of law, please consult your attorney.

Sup Gang 5-5-17
(BUYER) (DATE)
OWNER, MEMBER ANUP GANG

 5-9-17
(SELLER) (DATE)

Christina Cliffe 5-15-17
(BUYER'S AGENT) (DATE)


 5-9-17
(SELLER'S AGENT) (DATE)

Disclosure When Providing Offer of Mortgage Relief

(Provide at the time you present client with lender's short sale approval letter).

Must be on separate page.

IMPORTANT NOTICE: Before buying this service, consider the following information: This is an offer of mortgage assistance we obtained from your lender [or servicer]. You may accept or reject the offer. If you reject the offer, you do not have to pay us. If you accept the offer, you will have to pay us \$ _____ for our services. If you stop paying your mortgage, you could lose your home and damage your credit rating.



Seller

4.1.17

Date

Seller

Date

↓
Subject to Seller's lender's
Approval

Additional Disclosures When Providing Offer of Mortgage Relief:

The real estate professional must also provide a notice from the lender or servicer that describes all material differences between the Seller's current loan and the lender's proposal to modify the loan if the Seller accepts the short sale offer, which may include the lender holding the Seller liable for the deficiency amount.

This information will likely be contained in the lender's short sale approval letter.

SHORT SALE ADDENDUM TO PURCHASE AGREEMENT

1. **ADDENDUM TO CONTRACT.** This Short Sale Addendum (Addendum) is attached to and made a part of the purchase agreement (Purchase Agreement) between

DRD Holdings LLC (Buyer)
Jennifer R. Wolf (Seller) dated
1-31-17, 2017 for the purchase and sale of the property known as
12514 Plover St Lakewood Oh 44107 (Property).

This Addendum shall control in the event of any conflict with Purchase Agreement. Except as modified, all other terms and provisions of Purchase Agreement shall remain the same.

2. **Purpose of Addendum.** Seller has debts secured by one or more liens on Property. The purchase price may not be enough to cover payment for all the liens and costs of sale. If so, for the closing to occur, the affected lienholder (§ 2.1 below) must agree to a short sale (§ 2.2 below).

2.1. **Lien; Lienholder.** A lien is a recorded claim or lien against Property, including, but not limited to, a mortgage, deed of trust, mechanic's lien, judgment or tax lien (Lien). A title insurance commitment may be used to show any Lien against Property. A lienholder (Lienholder) is a creditor who has a Lien and agrees to release the Lien in a short sale (§ 2.2 below).

2.2. **Short Sale.** A short sale (Short Sale) is a transaction in which a Lienholder releases its Lien against Property and (1) accepts an amount less than the full amount a Lienholder claims is owed or (2) treats the debt secured by a Lien differently than as originally provided for in the evidence of debt (such as a promissory note).

Before a Short Sale can occur, Buyer, Seller, and Lienholder (except those creditors that are to be paid the full amount claimed) must consent to the terms of the sale. Sometimes, Lien is released but Lienholder does not agree to release Seller from liability or reduce the unpaid portion of the debt, and Seller and any guarantors will remain liable after closing for that unpaid portion, despite the release of Lien against Property at closing.

2.3. **Short Sale Acceptance.** Short Sale Acceptance is when Seller receives one or more written statements, signed by Lienholder, that specify the terms and conditions of Short Sale.

3. **SHORT SALE APPROVAL.** This Addendum is contingent upon Seller's receipt of written consent from all existing Lienholders, no later than 90 days after acceptance of Purchase Agreement which falls on 8-9-, 2017 (Short Sale Acceptance Date), to reduce their respective loan balances by an amount sufficient to permit the proceeds from the sale of the Property to pay the existing balances on loans secured by the Property, real property taxes, brokerage commissions and applicable sales tax, closing costs, and other monetary obligations the Purchase Agreement and Listing Agreement require Seller to pay at closing (including, but not limited to, escrow charges, title charges, documentary transfer taxes, prorations, retrofit costs and repairs) without requiring Seller to place any funds into escrow.

If Seller fails to give Buyer written notice of all existing consents from all Lienholders by the Short Sale Acceptance date, either Seller or Buyer may cancel, in writing, the Purchase Agreement. In that event, earnest money will be disbursed in accordance with SDCL 36-21A-81. Seller shall reasonably cooperate with any existing Lienholder during the Short Sale process. Seller must notify Buyer immediately upon receipt of a Lienholder's consent and agreement to Short Sale.

4. **SELLER DEADLINE FOR SUBMISSION TO LIENHOLDER.** Within five (5) business days after this Addendum has been accepted by Buyer and Seller, Seller shall submit to each Lienholder a copy of this Addendum and other Addenda and documentation required by a Lienholder for its approval of this sale.

Any additional information or documentation requested of Seller by such Lienholder shall be submitted within five (5) business days of such request or Buyer may terminate Purchase Agreement in accordance with the terms of Purchase Agreement.

Buyer and Seller acknowledge that an agreement to amend/extend Purchase Agreement is required to revise any dates, deadlines or terms of Purchase Agreement as a result of changes required by Lienholder's acceptance of Short Sale.

Buyer and Seller understand that the approval of a Lienholder may take weeks or months to obtain, and neither the Seller nor any real estate agent representing Seller or Buyer can guarantee the timeliness of Lienholder approval.

5. **TIME PERIODS - CONTINGENCIES.** Time periods in the Purchase Agreement for inspections, contingencies, covenants, and other obligations shall begin:

A. as specified in the Agreement;

B. the day after Seller delivers to Buyer a written notice of Lienholder's consent; or,

C. other _____

6. **NO ASSURANCE OF LENDER APPROVAL.** Buyer and Seller understand that a Lienholder (a) is not obligated to accept transaction as a Short Sale; (b) may require Seller to forward any other offer received; and (c) may accept other Short Sale offers. Additionally, Lienholder may require that, in order to obtain its approval for a Short Sale, some terms of the Purchase Agreement such as the closing, be amended or that Seller sign a personal note or some other obligation for all or a portion of the amount of the secured debt reduction. Buyer and Seller do not have to agree to any of the terms proposed by a Lienholder. Buyer, Seller and real estate brokers do not have control of whether a Lienholder will consent to a Short Sale, or any act, omission, or decision by any Lienholder in the Short Sale process. Even if Lienholder agrees to a Short Sale, Lienholder is not required to forgive repayment of the debt secured by the Lien or release Seller and any guarantors from liability unless Lienholder's claim is paid in full.

Lienholder may condition its agreement of Short Sale on Seller doing any or any combination of the following to obtain Short Sale Acceptance:

- A. making a cash payment;
- B. signing a new promissory note;
- C. continuing to owe a Lienholder the unpaid portion of the debt; or,
- D. agreeing to other requirements made by Lienholder.

7. **OFFERS FROM OTHER BUYERS.** Seller may keep Property on the market and continue to show it to other buyers. Buyer and Seller understand that additional offers may be received by Seller's agent, which must be presented to Seller pursuant to Ohio law. Such offers may be accepted by Seller as backup contracts.

8. **BUYER AND SELLER COSTS.** Buyer and Seller acknowledge that each may incur costs in connection with rights or obligations under the Purchase Agreement. These costs may include, but are not limited to, payments for loan applications, inspections, appraisals, and other reports. Such costs will be the sole responsibility of the party incurring them if any Lienholder does not consent to the Short Sale transaction.

9. **FORECLOSURE.** Seller represents that to the best of Seller's knowledge, a foreclosure proceeding has not has been filed with respect to the Property. Further, if during the Short Sale process a foreclosure proceeding is filed, Seller shall disclose such foreclosure filing to Buyer. Buyer and Seller understand that if the closing does not occur before the end of the 180-day redemption period of the Property, Seller will lose all rights and interest in the Property. In such event, Purchase Agreement shall be void, and all earnest money shall be disbursed pursuant to SDCL 36-21A-81.

10. **CLOSING.** Closing shall occur within thirty (30) days or 20 days after delivery of Lienholder approval.

By signing below, Buyer and Seller acknowledge that they have read, understand, accept and received a copy of this Short Sale Addendum.

Date	<u>5-15-17</u>	Date	<u>5-9-17</u>
Buyer	<u>Amp Gang</u>	Seller	<u>[Signature]</u>
Buyer	<u>OWNER, MEMBER AMP GALS</u>	Seller	<u>[Signature]</u>



AGENCY DISCLOSURE STATEMENT



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

Property Address: 12514 Plover St. Lakewood, OH 44107
Buyer(s): ORD Holdings LLC
Seller(s): Jennifer R. Wolf

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Christopher Kaylor AGENT(S) and Realty Trust Services BROKERAGE

The seller will be represented by Michael Kaim, MIKE Colica AGENT(S) and BHHS Professional Realty BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT: ORD Holdings LLC DATE: 1-31-17
 BUYER/TENANT: Andrew Berg DATE: 1-31-17
 SELLER/LANDLORD: _____ DATE: 1-31-17
 SELLER/LANDLORD: _____ DATE: _____

Berkshire Hathaway HomeServices Professional Realty
Michael Kaim Team
 Michael Kaim, Matthew Casono, Cheryl Latessa, Jane Kaim, Tina Hivnor, Kevin Hart, Missy Nord, Tina Tangorra, Linda Lyons, Nick DeVito, Donna Shimp, Mark Guernsey, Mike Ferguson, Brad Kimek, Eugene Scott, Taylor Britton, Bruce Rashony, Jake Szmidek, Nick Sattler, Jeff Ferrill, Vicky Nord, Pam Garbis, Kelly Schreiber, Luanna Letta, Holly Wilson, Brenda Niemi, Mike Colica, Mark Coulter, Wendy Lewis, Jerome Barton, Susan Wilder, Carl Dondorf, Paul Ellis, Katherine White-Ridley, Jeff Ferrell, Missy Torii, Shelly Chavez, Chris Chavez, Jenny Ceruchi, Brian Rosler, Marlene Guzakuska, David Harris, Cathy Travis, Chris Muehlenstein, Paul Ellis

DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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



J. L. 31.17
SELLER

[Signature]
(OWNER), MEMBER ANUP GAR