



Department of Veterans Affairs

RESIDENTIAL PURCHASE AND SALE AGREEMENT

The parties of this contract are The Secretary of Veterans Affairs (Seller) and Buyer as reflected in Section 2.A and 3.A of this Real Estate Purchase Agreement. Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined in Section 1 pursuant to the terms and conditions of this Contract for Sale and the Purchase and any riders and addenda (Contract). The land, improvements and accessories are collectively referred to as the Property:

1. PROPERTY TO BE PURCHASED  
 Street Address: 590 WOODMERE DR  
 City: BEREA  
 State: OH Zip: 44017

SECTION 1 - PURCHASER(S) INFORMATION

|  |   |                               |
|--|---|-------------------------------|
| 2A. NAME OF PURCHASER<br><br>REALIFE CLEVELAND LLC | 2B. ADDRESS OF PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code)<br><br>21380 LORAIN RD., FAIRVIEW PARK, OH, 44126 | 2C. HOME PHONE (330) 840-1073 |
|  |   | 2D. BUSINESS PHONE N/A        |
| 3A. NAME OF CO-PURCHASER                           | 3B. ADDRESS OF CO-PURCHASER (Include No., Street or rural route, City or P.O. Box, State and ZIP Code) (If same as above write "SAME")                | 3C. HOME PHONE N/A            |
|  |   | 3D. BUSINESS PHONE N/A        |

4. STATE EXACT NAME(S) IN WHICH TITLE IS TO BE CONVEYED  
 REALIFE CLEVELAND LLC

5. DO YOU PLAN TO OCCUPY THE PROPERTY  
 No

6. IS THE PROPERTY BEING PURCHASED DIRECTLY OR INDIRECTLY BY OR FOR ANY OF THE FOLLOWING PERSONS OR ANY OF THEIR CLOSE RELATIVES?

|  | YES                      | NO                                  |
|--|--------------------------|-------------------------------------|
| A. ANY PERSON WHO AT ANY TIME OBTAINED OR ASSUMED THE PAYMENT OF ANY LOAN MADE OR HELD BY VA OR GUARANTEED OR INSURED BY VA UNDER CHAPTER 37, TITLE 38, U.S. CODE?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| B. ANY PERSON WHO HAS BEEN EMPLOYED BY THE SERVICE PROVIDER OR ANY OTHER ENTITY UNDER COMMON OWNERSHIP WITH THE SERVICE PROVIDER WITHIN THE LAST 6 MONTHS?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| C. ANY PERSON WHO AT ANY TIME WAS THE OWNER OF THE PROPERTY?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| D. ANY PERSON WHO PREVIOUSLY PURCHASED A PROPERTY FROM VA?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| E. AN OFFICER, EMPLOYEE, DIRECTOR OR SHAREHOLDER OF VRM OR ITS AFFILIATED COMPANIES?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| F. ANY PERSON DERIVING PRIMARY MEANS OF FINANCIAL SUPPORT FROM A VRM OR AFFILIATE EMPLOYEE OR CLOSE RELATIVE?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| G. ANY AGENTS, BROKERS, APPRAISERS, ATTORNEYS, TRUSTEES, EMPLOYEE OF REPRESENTATIVES AND VENDORS INCLUDING PROPERTY INSPECTION, PROPERTY PRESERVATION AND TITLE COMPANIES) OF VRM OR AFFILIATED COMPANIES? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

(If any answer(s) for items 6A through 6G is/are "YES," give a detailed statement of circumstances on a separate sheet. The term "Close relative" as used means the spouse, domestic partner, dependent child who lives with such person, parents, children, brother or sister, or any other relative who is a member of the Purchaser's household.)  
 PURCHASER REPRESENTS AND WARRANTS THAT ALL OF THE FOREGOING INFORMATION IN 6A THROUGH 6G IS TRUE, ACCURATE AND COMPLETE.

PURCHASER'S INITIALS: CRZ 1-18-17

SELLER'S INITIALS: CM



**SECTION IV - CONDITIONS OF SALE**

1. **Closing Date:** The closing shall occur on or before Feb/15/2017 or such earlier time as both parties shall agree ("Closing Date"). If closing does not occur by the Closing Date, Purchaser must submit an extension request prior to the Closing Date, which Seller may accept or reject at its sole discretion; however, if Purchaser fails to submit an extension request prior to the Closing Date or Purchaser refuses or otherwise fails to perform in accordance with this Contract of Sale, Seller may elect to terminate the Contract of Sale and retain all Earnest Money as liquidated damages and upon notice by Seller to ("Escrow Agent") and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent. If Seller accepts the extension request, Seller shall charge a per diem of \$0.00 through and including the new closing date specified in the fully-executed extension. The Purchaser has the right to make an independent selection of their own attorney, settlement company, escrow company, title company and/or title insurance company in connection with the closing.
2. **Title:** Purchaser is responsible for payment of any title insurance required or requested and all closing costs. Purchaser is herewith notified that any offer accepted is subject to delay of closing or cancellation should seller conclude clear title cannot be conveyed. This Property is being marketed subject to review of the title package from foreclosure by Seller. Seller or its' agent will prepare Deed conveying title from Seller to Purchaser. Title to the Property will be conveyed by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed or other local form of Deed acceptable to the recording agent and Seller. Should Purchaser be agreeable, along with lender and Purchaser's closing agent, to proceed with closing without Seller's approval of the full title package, a Quit Claim or Non-Warranty deed will be used.

**IMPORTANT NOTICE: SELLER DOES NOT GUARANTEE OR WARRANT THE TITLE TO THE PROPERTY. Seller recommends that Purchaser obtain title insurance (or a title guarantee).**

3. **Condition of the Property:** The Purchaser understands that the Seller acquired the Property by foreclosure, Deed-in-Lieu, forfeiture, tax sale or similar process. The Seller has limited or no direct knowledge concerning the condition of the Property. Purchaser agrees to accept the Property on an AS IS WHERE IS basis as of the Closing Date, with all faults, including, without limitation, any defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not, and without any representation or warranty, express or implied, direct or indirect or of any kind or nature, all of which Seller hereby disclaims. Purchaser agrees that neither Seller, nor its agents and representatives, have made and the Seller specifically negates any representation or warranty, express or implied, direct or indirect or of any kind or nature with respect to the Property or the conditions thereof, including, without limitation, the fitness for any particular purpose, habitability, merchantability, marketability, profitability, including, without limitation, any defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, may have caused the Purchaser to refuse to purchase the Property, and further including, without limitation, proper design, quality, physical condition, structural integrity, quality of character of materials used in construction of any improvements (drywall, asbestos, lead paint and urea formaldehyde foam insulation), availability and quantity or quality of water, stability of soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, any other matter affecting the stability, integrity or condition of the Property or improvements, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, including mold, mildew, spores and/or other microscopic organisms and/or allergens, absence of faults, conformity of the Property or the improvements to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances or regulations or any federal, state or local governmental authority, or the granting of any required permits or approvals of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements or remodeling of the structure, compliance with laws and regulations including, without limitation, those relating to health, safety and the environment. Purchaser is not now relying, and will not later rely, upon any representations and warranties, express or implied, direct or indirect or of any kind or nature made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. Purchaser, for itself and any entity affiliated with Purchaser, waives and releases Seller and its affiliates from and against any liability or claim related to the Property arising under any cause of action based on any other state, local, or federal environmental law, rule or regulation.
4. **Occupancy Status of Property:** Purchaser agrees that neither the Seller, nor its representatives, agents, or assigns, have made any representation or warranty related to the existence of any tenants or occupants on the Property or as to the existence of any leases or the validity, enforceability, performance under or continuation of any such leases on the Property. All leases shall be deemed assigned to Purchaser upon closing to the extent permitted by applicable law. Purchaser further agrees that Seller is not holding any security deposits and has no information as to such security deposits and Purchaser agrees to assume all responsibility and liability for the refund of such security deposits. Purchaser agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that on the Closing Date, all eviction proceedings and other duties and responsibility of a property owner and landlord, including, but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, will be the Purchaser's sole responsibility.
5. **Personal Property:** No items of personal property located on the Property are included in this sale or the Purchase Price unless set forth in Exhibit B of this Contract of Sale (if applicable). No representation or warranty is made by Seller as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens and Seller assumes no responsibility for such personal property remaining on the Property.
6. **Seller's Right to Rescind:** Seller at its sole discretion may rescind the Contract of Sale of the Property and return the Purchaser's Earnest Money under any of the following conditions: Property is damaged prior to the Closing Date, Seller is unable to deliver the Property as advertised, Seller is unable or unwilling to remove valid objections to title prior to the Closing Date, any errors are made in the calculations concerning the offer to sell the Property, Seller is unable to acquire title to the Property, or the Property is subject to any redemption rights.

PURCHASER'S INITIALS: CAF 1-18-17

SELLER'S INITIALS: AM

- 7. **Inspections:** Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property within seven (7) business days from the execution of the Contract of Sale. Within five (5) business days of receipt of any inspection report or within twelve (12) business days of execution of the Contract of Sale, whichever is earlier (the "Inspection Period"), Purchaser may terminate the Contract of Sale by providing Seller with written notice. If Purchaser does not terminate the Contract of Sale within the Inspection Period, Purchaser shall be deemed to have accepted the Property "AS IS WHERE IS", without any deductions from the Purchase Price or offsets of any kind. Purchaser agrees that Seller shall not make any repairs or replacements indicated in Purchaser's inspection reports and Purchaser agrees it is Purchaser's sole responsibility to obtain such reports by qualified professionals on any matters, including without limitation, the conditions set forth in paragraph 3 above, the appliances, structural components and alterations to the Property or presence of any environmental conditions or hazardous substances on the Property. If Purchaser properly terminates the Contract of Sale within the Inspection Period, Purchaser shall be entitled to a refund of the Earnest Money from Escrow Agent.
- 8. **Damage and Repairs:** Risk of loss or damage by fire, flood or any other cause before the Closing Date shall remain with Seller. If before the Closing Date, Seller elects in its sole discretion to make any repairs or treatments, which shall only be for functional purposes, all such repairs and treatments will be completed by a vendor approved by Seller. Purchaser shall not enter the Property to make any repairs. Whether or not Seller makes any repairs or treatments, Purchaser waives all claims related to the conditions of the Property and the quality of the repairs or treatments to the Property. Seller does not represent or warrant any work or repairs or treatments to the Property. If Purchaser makes any changes to the Property prior to closing, then Seller shall have the right to terminate the Contract of Sale at its sole discretion and Seller has the right to retain all Earnest Money as liquidated damages and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent.
- 9. **Financing:** If this Contract of Sale is contingent on Purchaser obtaining financing to purchase the Property, the type of financing should be Cash. In such circumstance, Purchaser shall obtain an application for a mortgage loan based on the terms as set forth below within three (3) business days of the execution of this Contract of Sale, an appraisal completed within fifteen (15) business days after the execution of this Contract of Sale, and a loan commitment letter to be received within twenty (20) business days of the execution of this Contract of Sale. Purchaser shall obtain an application for a mortgage loan based on the following financing terms: Loan Amount of \$\_\_\_\_\_ and term of \_\_\_\_\_ years with prevailing rates, terms and conditions. Lender shall fund the escrow agent and provide all loan closing documentation as of the Closing Date. Any change to the above-referenced terms shall give Seller the right in its sole discretion to terminate the Contract of Sale and retain all Earnest Money as liquidated damages. If Purchaser, despite its diligent efforts, does not comply with the provisions of this section, Seller may terminate this Contract of Sale and sign the "Release of Earnest Money and Termination of Contract of Sale" form. Purchaser must provide its loan application, proof of the application date and a copy of the denial letter from the prospective lender to Seller in the time period specified above as well as complies with all requests from lender during the application loan process in order to receive the Earnest Money deposit. Failure to do so will result in the Earnest Money being disbursed to Seller and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent.
- 10. **Closing Costs:** Purchaser shall pay all of the closing costs associated with the transaction, including, without limitation, all recording costs, attorney fees, survey, appraisal, application, processing, credit report, documentary, transfer taxes and tax stamps, excise and other fees, all costs related to the financing and escrow fees. Purchaser is responsible for payment of all requested title insurance. Seller and Purchaser agree to prorate all assessments, rents, ground rents and taxes as of the Closing Date. Purchaser assumes all obligations and liabilities including and after the Closing Date. Notwithstanding the foregoing, the Seller at its sole discretion may agree to contribute toward closing costs which shall not exceed \$\_\_\_\_\_ and will only be paid if costs are properly substantiated costs and pursuant to the agreed amounts. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. Purchaser agrees he/she is responsible for payment without limitation of all requested title insurance, all closing costs, homeownership dues, all state taxes and tax stamps on deeds, mortgages and notes and any and other fees (Collectively "Buyers Fees"). Purchaser agrees all Prorations calculated at closing, including prorations for taxes, are final once the transaction closes. Seller shall not be responsible for homeowner's association assessments that accrued prior to the date that the seller acquired the Property. Purchaser should not rely on the Seller's current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in year subsequent to the purchase. A change in ownership or Property improvement may result in reassessment and could result in higher property tax obligations.
- 11. **Waiver of Jury Trial:** To the fullest extent not prohibited by law, each of Seller and Purchaser agree to, and does, waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Contract of Sale or the subject matter of this Contract of Sale. The scope of this waiver is intended to be all-encompassing of any and all disputes of any kind and nature whatsoever that may be filed in any court and relate to the subject matter of this agreement. Seller and Purchaser agree that this waiver is a material inducement to entering into this Contract of Sale and each will continue to be bound by and rely on this waiver in their related future dealings. Each party hereto further represents and warrants that it has had the opportunity to review this waiver with legal counsel of its own choosing and that it knowingly and voluntarily waives its jury trial rights. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and this waiver shall apply to any subsequent amendments, renewals, supplements, or modifications to this agreement. In the event of litigation, this agreement may be filed as a written consent to a trial by the court without a jury.
- 12. **Special Provisions:**

PURCHASER'S INITIALS: CAZ 1-18-17

SELLER'S INITIALS: AM

13. Miscellaneous: This Contract of Sale is not assignable by the Purchaser and any other documents executed by Seller and Purchaser contain the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statement or representations not contained herein. Time is of the essence in the performance of this Contract of Sale. This Contract of Sale shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Property is located. This Contract of Sale is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith. Upon Closing, Purchaser reaffirms that Seller has made no representations and warranties, express or implied, direct or indirect or of any kind and nature whatsoever.

14. Purchaser Certifications:

- a. I offer to purchase the Property herein described at the price and terms shown herein, subject to all the applicable conditions of this Contract of Sale shown herein which I have read and which constitute part of my offer. I understand this Property is subject to prior sale, change of price or withdrawal from the market, and to approval and acceptance by the Department of Veterans Affairs or its agents or assigns.
- b. Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, otherwise make unavailable or deny the dwelling or property covered by this offer to purchase to any person because of race, color, religion, sex, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, familial status, or national origin is illegal and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

**SELLER:**

THE SECRETARY OF VETERANS AFFAIRS, An Office of the United States of America,

By: Carina Miller  
Carina Miller

Printed Name Title

By the Secretary's duly authorized property management contractor, Vendor Resource Management, pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f)

**PURCHASER:**

Realife Cleveland LLC  
(Signature)

DATE: 1-18-17

**PURCHASER:**

CAZ  
(Signature)

DATE: 18 Jan 2017

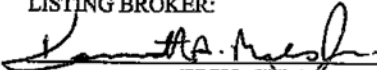
PURCHASER'S INITIALS: CAZ 1-18-17

SELLER'S INITIALS: CM

**LISTING BROKER CERTIFICATION**

1. I, the undersigned Listing Broker, have received from the prospective purchaser(s) the deposit shown herein which I am holding for the Department of Veterans Affairs. I certify and agree that:
  - a. If required by state statute, I will act as Trustee of these funds which will be placed in my Trust Escrow Account. If the purchase offer is not accepted by VA, the deposit shall be returned to the prospective purchaser(s), without interest.
  - b. The statements of the prospective purchaser(s) shown herein and in the attached credit statement, if required, are believed to be true and correct. I do not know of any loans, gifts, or financial assistance being made to the prospective purchaser(s). I will disclose to VA any such information coming to my attention if seller financing is involved.
  - c. The sales commission shall not be deemed earned unless and until the sale is actually closed, and that the sales commission shall be payable in the amount and time as established by the Seller. In addition, sales commissions may not be payable, if the Purchaser(s) or Co-purchaser(s) is/are a person having an identity of interest in one of the following categories: (i) Selling broker who has knowledge or has received a copy of either the foreclosure or marketing appraisal; (ii) Person who has control over marketing decisions has knowledge or has received a copy of the marketing analysis; (iii) Person who processes or evaluates offers; (iv) Spouses, parents, in-laws, children, stepchildren; brothers and sisters of, and persons who reside with any of the above; and, (v) The identity of interest's partners, employees and sales associates.
  - d. I am duly licensed to sell real estate by the appropriate governmental agency in the area where this property is located.
  - e. Neither the broker nor any of his/her sales, management, or rental personnel, employees, or others authorized to act for the broker will, in violation of Title VIII of the Civil Rights Act of 1968 as amended (The Fair Housing Act), or Executive Order 11063, decline to show or will discriminate in the sale or rental of any property now or here after listed with him/her. It is further agreed that the undersigned will: (i) Instruct the staff in the policies of nondiscrimination and applicable laws; (ii) Prominently display the Fair Housing Poster in all offices in which sale or rental activity takes place; (iii) Use the approved Equal Housing Opportunity logo, slogan, or statement in all advertising in conformance with Advertising guidelines for Fair Housing; (iv) When advertising VA-acquired properties located in predominantly white areas, utilize any available minority media (solely or in addition to other media); and, (v) Maintain a nondiscriminatory hiring policy in affirmatively recruiting from both minority and majority groups for staff.
  - f. Non-compliance by the broker or any employee of his or her organization with the laws, executive orders, or regulations, against discrimination in the sale or rental of any property, or with this certification will be proper basis for barring the undersigned from participation in the program of selling, renting, or managing HUD or VA owned properties. I also understand that such determination of debarment by either HUD or VA shall be honored by both.

LISTING BROKER:

  
 (SIGNATURE)

Date: 1-19-2017

PURCHASER'S INITIALS: CAF 1-18-17

SELLER'S INITIALS: AM





Property Address: 590 WOODMERE DR, BEREA, OH 44017  
 REO ID #: 106145

**ATTACHMENT A – ADDITIONAL DISCLOSURES AND CONDITIONS**

Purchaser acknowledges that Seller, or Seller's agents, contractors or representatives, have provided the following reports, documentation or statements containing information regarding the known condition of the property:

| BUYER'S INITIALS               | INSPECTION / CONDITION TYPE   | DATE COMMUNICATED TO BUYER |
|--------------------------------|---|----------------------------|
| <u>CRB</u><br>Buyer's Initials | Mold/Radon<br>Description: Please See Attached Document.  | 1/17/2017                  |
| <u>CRB</u><br>Buyer's Initials | Lead Based Paint<br>Description: Please See Attached Document.  | 1/17/2017                  |
| <u>CRZ</u><br>Buyer's Initials | Flood<br>Description: The Following Flood Zone Information Has Been Obtained For The Property:<br>Flood Zone Designation: C<br>Designation Definition: Moderate to Low Risk Areas<br>Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. | 1/17/2017                  |

**Repair Disclaimer:**

Purchaser agrees to accept the Property on an "as is" and "where is" basis as of the Closing Date. Repairs listed below have been authorized by Seller and may or may not be completed by Seller. Whether or not Seller makes any repairs or treatments, purchaser waives all claims related to the conditions of the Property and the quality of the repairs or treatments to the Property. Seller does not represent or warrant any work or repairs or treatments to the Property.

Repairs authorized by Seller:  
 No Repairs Made To Property

Purchaser: Realife Cleveland LLC  
 (Signature)

Date: 1-18-17

Purchaser: CRZ  
 (Signature)

Date: 18 Jan 2017





### NOTICE OF POSSIBLE LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

|  |                                |   |
|--|--------------------------------|---|
| 1. DATE PREPARED<br><b>1-5-2017</b>  | 2. PAGE NO.<br>PAGE 1 OF PAGES | 3. PROPERTY IDENTIFIER<br><b>106145</b> |
| 4. PROPERTY ADDRESS (Include No., Street or Rural Route, City or P.O., State and ZIP Code)<br><b>590 WOODMERE DR. BEREA OH 44017</b> |                                |   |

#### 5. DISCLOSURES AND CERTIFICATIONS

##### A. 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 is recommended prior to purchase.

##### B. Seller's Disclosure (Initial Items B1 or B2 and B3 or B4, you may attach additional sheets if needed for B1 or B3)

1. \_\_\_\_\_ The following known lead-based paint and/or lead-based paint hazards are present in the housing:

OR  
2. GM VA has no knowledge of lead-based paint hazards in the housing.

AND  
3. \_\_\_\_\_ VA has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing; i.e., the following:

OR  
4. CA VA has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

##### C. PURCHASER'S ACKNOWLEDGEMENT (The purchaser(s) must initial item C1 or C2)

The purchaser(s) of the property identified in item 4 above acknowledge(s) that he/she/they has/have received all of the information listed above and the lead hazard information pamphlet "Protect Your Family From Lead In Your Home," EPA 747-K-94-001, and certify that:

1. \_\_\_\_\_ He/she/they has/have received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (unless the parties have mutually agreed to a different period of time), before becoming obligated under the contract to purchase the housing. The 10-day period expired

2. JK He/she/they has/have been informed of the 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and choose to waive it.

##### D. AGENT'S ACKNOWLEDGEMENT (Initial and complete Items 8A and 8B below)

JAM I am aware of my duty under 42 U.S.C. 4852d to ensure compliance with the requirements of Title X.

#### CERTIFICATION OF ACCURACY

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

|   |                                   |   |                                   |
|---|-----------------------------------|---|-----------------------------------|
| 6A. SIGNATURE OF PURCHASER<br><u>[Signature]</u>  | 6B. DATE SIGNED<br><b>1-9-17</b>  | 7A. SIGNATURE OF CO-PURCHASER<br><b>Realife Cleveland LLC</b>                                   | 7B. DATE SIGNED<br><b>1-18-17</b> |
| 8A. SIGNATURE OF REAL ESTATE AGENT<br><u>[Signature]</u>  | 8B. DATE SIGNED<br><b>1-10-17</b> | 9A. SIGNATURE OF REAL ESTATE BROKER OR BROKER'S AUTHORIZED REPRESENTATIVE<br><u>[Signature]</u> | 9B. DATE SIGNED<br><b>1-5-17</b>  |
| 10A. SIGNATURE OF SECRETARY OF VETERANS AFFAIRS OR DESIGNEE<br><u>[Signature]</u> Carina Miller |                                   | 10B. DATE SIGNED<br><b>1/20/2017</b>  |                                   |



P.O. Box 15284  
Wilmington, DE 19850

REALIFE MANAGEMENT GROUP LLC  
21380 LORAIN RD STE 201  
FAIRVIEW PARK, OH 44126-2144

Bus Platinum Privileges

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

Your Business Advantage Checking  
Bus Platinum Privileges

for December 1, 2016 to December 31, 2016

REALIFE MANAGEMENT GROUP LLC

Account number: ██████████ 1143

Account summary

|  |                    |
|--|--------------------|
| Beginning balance on December 1, 2016      | \$172,712.77       |
| Deposits and other credits                 | 356,363.54         |
| Withdrawals and other debits               | -437,458.07        |
| Checks                                     | -4,440.00          |
| Service fees                               | -711.39            |
| <b>Ending balance on December 31, 2016</b> | <b>\$86,456.85</b> |

# of deposits/credits: 9

# of withdrawals/debits: 107

# of items-previous cycle<sup>1</sup>: 4

# of days in cycle: 31

Average ledger balance: \$145,733.44

<sup>1</sup>Includes checks paid, deposited items & other debits



Small Business  
Online Banking

## Stay informed around the clock

**Online Alerts<sup>1</sup>** help keep you informed.

- Monitor your account balances and receive alerts when payments are due
- Be notified when transactions have cleared

To activate Alerts, go to [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness) and click on **Alerts** in the Activity Center.



**TIP OF THE MONTH**

<sup>1</sup>Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply. | ARSXXMCP | 55M-01-16-8548B

Pay One Thousand Dollars & 00/100

\$ **\*\* 1,000.00 \*\***

To the Order Of  
All Realestate Solutions

By NON-NEGOTIABLE

Authorized Signer

ITEM # 13151L (Rev. 9/12)

VERIFY THE AUTHENTICITY OF THIS MULTISTONE SECURITY DOCUMENT BY CHECKING BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

CASHIER'S CHECK



The Huntington National Bank - Branch 033022  
Columbus, Ohio 43219

No. 2011366963

Date 01/19/2017

Remitter Realife Cleveland

Pay One Thousand Dollars & 00/100

\$ **\*\* 1,000.00 \*\***

To the Order Of  
All Realestate Solutions

Drawer: The Huntington National Bank  
Columbus, Ohio 43219

DRAWER: The Huntington National Bank  
Columbus, Ohio 43219

By [Signature]  
Authorized Signer

⑈ 2011366963 ⑆ ⑆ 044000024 ⑆ 01892517247 ⑆

U.S. Department of Veterans Affairs

Radon Gas and Mold Notice  
And Release Agreement

Property Loan# 252560949633

REO ID#: 106145

Property address:

Address: 590 WOODMERE DR  
City: BEREA  
State: OH  
Zip: 44017

**PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.**

Purchaser acknowledges and accepts that the VA-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Veterans Affairs, his/her officers, employees, agents, successors and assigns (the "Seller") and Vendor Resource Management, an independent management and marketing contractor to the Seller, its officers, employees, agents, successors and assigns (the "Agent") have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or Agent or otherwise made available to Purchaser by the Seller or Agent.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Agent as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or Agent's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.** Purchasers are hereby notified and agree that they are solely responsible for any required and remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, Agent, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or Agent resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser are choosing, and hereby acknowledge reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated this 18 day of JUN., 2017.

Realife Cleveland LLC  
Purchaser Signature

REALIFE CLEVELAND LLC

Purchaser Printed Name

Christopher P. Zawski  
Purchaser Signature

Christopher P. Zawski  
Purchaser Printed Name

**OPERATING AGREEMENT OF  
ReaLife Management Group, LLC  
A FLORIDA LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT (the "Agreement") is entered into on Jan 1 2016, by and among the Persons listed below hereto under the caption "Members," as Members, as hereinafter defined (the "Members").

**Organization of the Company**

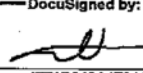
**Name.** The name of the Company is as listed in the heading of this document.

**Purpose.** The purposes of the Company are to engage in any and all lawful acts or activities for which limited liability companies can be formed under the laws of the State of Florida.

**Manager.** Yaron Kandelker and Eran Kandelker, together or each one by his own is authorized to sign on behalf of the limited liability company. The signature of any of them may bind the limited liability company.

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

MEMBERS:

DocuSigned by:  
  
10/27/2016  
4771D842A1794C4...  
**Yaron Kandelker (100%), Authorized Member**

DocuSigned by:  
  
10/27/2016  
35596527EDF8410...  
**Eran Kandelker, Manager**

CERTIFIED COPY OF RESOLUTIONS OF  
REALIFE MANAGEMENT GROUP, LLC

I, Yaron Kandelker, hereby certify that I am the Secretary and official custodian of certain records including the Articles of Organization, Operating Agreement and/or the minutes of the meeting of the members of ReaLife Management Group, LLC, a limited liability company duly organized and validly existing under the laws of the State of Florida (herein the "Company") and that the following is a true, accurate and compared transcript of the resolutions contained in the records of the Company, duly adopted by all the members thereof on the 23<sup>rd</sup> day of November 2016, in accordance with the Articles of Organization and Operating Agreement of the Company and that said resolutions have not been amended or revoked and are in full force and effect:

RESOLVED, that Christopher Zurawski, a Managing Agent of this Company, or his or her duly elected or appointed successor in office or position, be and hereby are authorized and empowered on behalf of the Company.

(1) to borrow money, establish lines of credit or revolving credits, discount accounts receivable or other negotiable paper, establish letters of credit, guarantee obligations of other persons or entities, or otherwise obtain or establish credit for the Company (herein "Lender") in any manner, on such terms as he or she may deem advisable.

(2) to execute or indorse, and deliver to Lender on behalf of the Company in form prescribed by Lender a cognovit promissory note or notes, drafts, acceptances, guaranties, agreements or any other evidences of obligations of the Company.

(3) to designate in writing to Lender those members, managers, officers, employees, associates and agents of the Company, to whom the Company requests Lender issue charge cards, pursuant to any business charge card agreement or other similar agreement, and further, to notify Lender in writing when the Company has recovered a charge card issued to said persons to be cancelled; and

(4) to do any acts, including, but not limited to, assign the Company's interest as owner, insured or beneficiary of any life insurance policy(ies) on the life of any member(s), manger(s), officer(s) or agent(s) of the Company, mortgage, pledge, grant a security interest, hypothecate or otherwise encumber from time to time with Lender any or all assets or property of the Company both real and personal, tangible or intangible, to secure the entire unpaid balance of such loan or loans, guaranty agreements, other agreements or renewals and extensions thereof, and to execute or indorse or deliver to Lender, on behalf of the Company, any instruments, agreements or other documents deemed necessary or proper by Lender in respect to the collateral securing any obligation referenced above.

(5) to sell, transfer, or convey any asset or real property of the company under any terms that the agent solely approves.

(6) to sign on behalf of the company any deeds required for transfer, conveying, or selling a real or personal asset.

FURTHER RESOLVED, that the persons referred to in the foregoing resolution are as follows:

Christopher Zurawski  
Name

Managing Agent  
Title

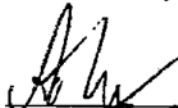
  
Signature

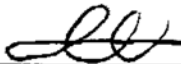
FURTHER RESOLVED, that any party is authorized to rely in good faith on any telephonic or other oral communication which shall be received by it from anyone reasonably believed by Lender, Title Company, Attorney, or Bank to be one of the persons designated above.

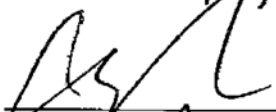
FURTHER RESOLVED, that Parties are authorized to rely on the aforesaid resolutions and specimen signatures until receipt by it of written notice of any change.

I further certify that neither the Articles of Organization nor the Operating Agreement of the Company require any additional consent of the members for the granting of any mortgage or other security interest in all of any part of the Company's property and assets.

IN WITNESS WHEREOF, I have hereunto set my hand this 23<sup>rd</sup> day of November 2016, at Cleveland, Ohio.

  
Witness 1 Angelo Russo

  
Yaron Kandelker, Secretary, President &  
Authorized Member

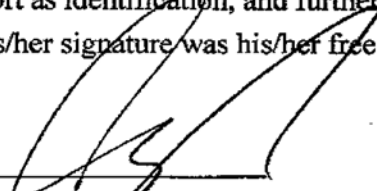
  
Witness 2 Angelo Russo

STATE OF OHIO  
COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me on Noember 23 2016 by Yaron Kandelker its Authorized Member on behalf of Realife Management Group, LLC who is personally known to me or has produced a passport as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.



ANGELO RUSSO, ATTORNEY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO  
EXPIRATION DATE ORC §147.03

  
Notary Public



# 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: 590 Woodmere Dr. Berea, OH 44017  
Buyer(s): Realite Cleveland LLC  
Seller(s): Secretary of Veterans Affairs

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

The seller will be represented by Kenneth A. Majers Jr. and Re/Max Trinity  
AGENT(S) 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.

Realite Cleveland LLC  
BUYER/TENANT DATE 1-17-17

Canna Miller  
SELLER/LANDLORD DATE 1/20/2017  
Canna Miller

THE SECRETARY OF VETERANS AFFAIRS, An office of the United States of America, By the Secretary's duly authorized property management contractor, Vendor Resource Management, pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f)