#### RESIDENTIAL LEASE

Apartment - Condominium - House

BY THIS AGREEMENT made and entered into on March 7, 2017, between Realife Cleveland 10, LLC herein referred to as Lessor, Michael C Finlay herein referred to as Lessoe, Lessor leases to Lessee the premises situated at 154 Fairlawn Avenue, Elyria, Ohio her with all appurtenances, for a term of one (1) year, to commence on March 7, 2017 and to end on February 28, 2018, at 12 o'clock a.m.

Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Seven Hundred and Fifty Dollars (\$750.00) per month in advance on the 1st day of each calendar month beginning March 7, 2017 to Avalon Escrow, 21380 Lorain Road, Suite 201 Fairview Park, OH 44126. All rent is due by 1st of the month.

Additional Charges: Lessor is not obligated to accept any rent payment that is late more then two (2) days after its due date even if such payment is accompanied by an amount equal to the late charge. Any past acceptance of late rent does not obligate Lessor to accept future payments late, see paragraph titled "Waiver". If Lessor elects to accept rent paid after the third (3<sup>rd</sup>) day of the month, a late charge of twenty five (\$25) dollars will be charged and due as additional rent. After the sixth (6<sup>th</sup>) day of the month, a late charge of fifty (\$50) dollars will be charged and due as additional rent. Lessee agrees to pay upon demand a fee of thirty-five (\$35) dollars to Lessor for each check given by Lessee which is dishonored, re-deposited, or returned to Lessor.

Security Deposit. On execution of this lease, Lessee deposits with Lessor Seven Hundred Fifty Dollars (\$750.00), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, on the full and faithful performance by him of the provisions hereof. UNDER NO CIRCUMSTANCES SHALL THE SECURITY DEPOSIT BE CONSIDERED BY LESSEE AS LESSEE'S LAST MONTH'S RENTAL OBLIGATION.

Termination by Lessee. If Lessee and Company agree that provided all terms, conditions, covenants and agreements hereof have been fully complied with by Lessee, and no default hereunder then exists, Lessee, subject to and upon compliance with the following terms and conditions shall have the right to terminate this Lease by giving not less than sixty (60) days prior written notice thereof to Lessor. Such notice shall be accompanied by payment of rent and all other amounts, if any, due from Lessee hereunder to and including the effective date of termination. The Lessee shall pay to Lessor, with the notice hereinabove required, and in addition to the payment of rent and all other amounts, if any, due hereunder as hereinabove set forth, an amount equal to three (3) month's rent. In addition to the required payments hereinabove set forth. Resident shall also waive and release claim to return of security deposit referred to above.

Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Lessee agrees not to engage in nor permit a guest of Lessee to engage in any activities that are unlawful or creates "excessive noise" or disturbs the peaceful and quiet enjoyment of other Lessees and occupants who are in the building that Lessee's apartment is located in. As used therein, the term "excessive noise" means any noise coming from Lessee's Apartment that can be heard in any other apartment.

Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term or this lease.

Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than					
1 person(s) consisting of	1 adult(s) and	0	_child in this lease,		
Lessee may not have any guest stay in the apartment fo	r more than seven cont	inuous nights,	or fifteen nights in one		
month.					

Liability. Lessor shall not be liable to Lessee for any damage to Lessee's person or property, or to Lessee's agents, employees, guests, or invitee other than for Lessor's negligence, and Lessee agrees to indemnify and to save Lessor harmless from all claims of any nature. By executing this Lease agreement, Lessee acknowledges that Lessee is aware that Lessee should purchase insurance at Lessee's costs in order to insure Lessee's personal property against destruction, loss and/or injury. Lessee also acknowledges that common areas in the building in which the apartment is located are not secured and that any items located or left thereon unattended may be easily stolen, damaged, vandalized or damaged as a result of a water leak or sewer blockage. Lessee shall indemnify Lessor for any losses suffered by Lessor for Lessee's breach of this provision, including reasonable attorney's fees and costs

**Severability:** If any provision of this lease is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this lease, which shall remain in full force and effect.

Joint and Several Liability. If more than one Lessee, including any co-signer, is executing this Lease agreement, then the obligations of each Lessee under this lease agreement shall be a joint and several obligation of each such Lessee.

Notice. Any notice to Lessee addressed to the Apartment, and to Lessor at the address shown shall be sufficient if in writing and delivered in person or by certified mail.

Time Of The Essence. Time is of the essence in this Lease.

Waiver. Failure of Lessor to insist upon the strict performance of the terms, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to hereinafter enforce any such term, agreement or condition, but the same shall continue in full force and effect. Lessor shall not waive any breach or default, nor accept any surrender of the Apartment: nor prejudice any right of this Lease agreement by receiving from Lessee any moneys or keys whatsoever or otherwise except expressly in writing. No waiver of one breach of any agreement herein shall be construed to be a waiver of agreement itself or of any subsequent breach thereof. Each and all of the various rights, remedies, elections and recourses of Lessor provided for in this lease agreement or created by law, shall be construed as cumulative and no one of them as exclusive of the others, or as exclusive of any rights, remedies or recourses of Lessor provided for in this Lease agreement or created by law, shall be construed as cumulative and no one of them as exclusive of the others, or as exclusive of any rights, remedies or recourses now or hereafter allowed or conferred by law or in equity.

Entire Agreement. This Lease any attachments constitutes the complete and entire agreement between the parties hereto, and no oral statements made shall be binding upon either party, it being understood and agreed that this Lease may be modified only in writing signed by the party against whom enforcement is sought.

Other Terms: No Subleasing. If payment is not received by the 3<sup>rd</sup> day of the month a twenty five dollar (\$25.00) late fee will be assessed to the rent. If payment is not received by the 6<sup>th</sup> day of the month a fifty dollar (\$50.00) late fee will be assessed to the rent. Normal maintenance of the apartment will be the responsibility of the Lessee. During the Last 30 days of lease, Lessor has permission to enter apartment and show it to prospective new tenants. Notice must be given before termination of lease, see paragraph "holder over by Lessee" for details. Lead based paint disclosure was given to Lessee

Rules and Regulations: Lessee agrees that Lessee, other authorized occupants, and Lessee's guests, will comply with the occupancy Rules and Regulations, a copy of which is furnished to Lessee, and which Lessor may from time to time hereafter reasonably make. Lessee agrees that any infraction of these rules will result in a one hundred (\$100) dollar fine due as additional rent the next month, and/or eviction.

**Termination by Lessor.** Lessee hereby acknowledges that Lessor reserves the right to terminate this Lease for any reason, with or without cause, upon ten (10) days written notice to Lessee. Said ten (10) days notice shall be given at least ten (10) days prior to the date of termination.

#### Disclosure of Information on Lead-Based Paint and Lead-Based Paint hazards.

#### Lead Warning Statement:

HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERTLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAAZARDS IN THE DWELLING. LESSEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTS.

#### Lessor's Disclosure:

Presence of lead-based paint or lead-based paint hazards: Lessor has no knowledge of lead-based paint, and/or lead-based paint hazards in the housing.

Records and reports available to Lessor: Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessor's agent acknowledges that it has informed the Lessor's obligations under 42 U.S.C. 4852(d) and Lessor's Agent and Lessor are aware of their responsibility to ensure compliance.

In signing his/her name below, the undersigned Lessee acknowledges receipt of a copy of this disclosure statement containing the foregoing lead-based paint statement Lessor's disclosure and a copy of the pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME".

Each parties signing below has reviewed the information that is contained in the sections entitled LEAD WARNING STATEMENT, LESSOR'S DISCLOSURE and RECEIPT OF COPY OF PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME", and certify that the information contained therein, to the best of their respective knowledge, is true and accurate.

**Headings and Captions.** Lessee and Lessor acknowledge that the section headings herein contained are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any other way effect the terms and provisions within this Lease.

IN WITNESS WHEREOF, the parties have	executed this lease at
year above written.	
Lessor- Avalon Esdrow property Manager	Michael

mailing address:
Avalon Escrow
21380 Lorain Road, Suite 201
Fairview Park, OH 44126
Office: 440-201-9801
(call or text)

This Document Created by: Angelo Russo, Esq.-(440)-331-900 Make Checks payable to

3/7/2017

**Avalon Escrow** 

Please mail or bring in rent check to the office before the third (3<sup>rd</sup>) of the month

We can also do ACH debit from a checking or saving account.

# ADDENDUM B

This is an Addendum to the Purch	nase Agreement dated March 7	
for the purchase and sale of the P	Property known as (Street Address) 154	Farilawn
	(Oit) Elvrig	Oh:-
between Michael C	Finlay	("BUYER")
and Leali	Finlay fe cloveland 10	("SELLER").
	y agreed upon by said BUYERS and the	
1.) Kenter agi	lers to take House	?5-IS.
	agement cours all	
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appliances pr	basement door pa	o warranty
3) damage to	basement door pa	e-Aistins.
4.) Petdenosite	ed waved.	_
5.) CRUCK IN CO	iling IN Back door	way,
6.) Pappenty Mana	GEMENT PROVIDE	LOCKS to
Garage & Back	s are missing from	7
7) All Scepn	S are missins from	mwindows
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Willall tal	3/7/2017	
BUYER	DATE BUYER	DATE
	<i>'</i>	
SELLER	DATE SELLER	DATE
CLLLEIN	DATE OCCUEN	BATTE



BUYER/TENANT

# 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.) Fairlawn AUR Elyais, OH Property Address: Seller(s): I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKE The buyer will be represented by Cha The seller will be represented by 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: work(s) for the buyer and Agent(s) work(s) for the seller. Unless personally Agent(s) 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 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 and real estate brokerage will Agent(s) \_\_ 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.

# **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, 20<sup>th</sup> Floor
Columbus, OH 43215-6133
(614) 466-4100



Effective 01/01/05

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We are pleased you have selected Realty Trust Services to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Realty Trust Services can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

#### Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

#### Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. When they do so, they sign an agency agreement that authorizes the brokerage and the buyer's agent to represent their interests. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

## **Dual Agency**

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

#### Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

#### Working With Realty Trust Services- Our Policy On Agency

Realty Trust Services does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but Realty Trust Services and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Realty Trust Services will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and Realty Trust Services will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare

and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties Realty Trust Services has listed. In that instance, Realty Trust Services will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

## Working With Other Brokerages

When Realty Trust Services lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Realty Trust Services does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Realty Trust Services shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and Realty Trust Services will be representing your interests. When acting as a buyer's agent, Realty Trust Services also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

#### Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Laalife	cleveland 10	Michael CFinlay	
Name	(Please Print)	Name	(Please Print)
	3-7-17	Whichol C Faly	3/7/2017
Signature	Date	Signature J	/Date

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

## **Lead Warning Statement**

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

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	(i)	Known le (explain).	ad-based p	aint and/or lea	ad-based (	paint haz	zards are pr	esent in the	e housing
	(ii) 🗸			•	•		-	aint hazaro	is in the housing
(b)	Records	•		to the seller (c					
	(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).								
	(ii) 🗸	(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.							
РШ	rchaser's	Acknowled	gment						
(c)	MCF	Purchaser	has receive	ed copies of a	ll informa	tion liste	d above.		
(d)	MOR	Purchaser	has receive	ed the pamph	let <i>Protect</i>	Your Fan	nily from Lead	d in Your Ho	ome.
(e)	Purchase	r has (chec	k (i) or (ii) b	elow):					
	(i)			portunity (or nor the presence					a risk assess- paint hazards; or
	(11)	waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.							
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