



Real Estate Mortgage Title Insurance

PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** Happy, Healthy Ohio Homes LLC _____ offers to buy the

2 **PROPERTY:** located at 3693 E 147th St., _____,

3 City Cleveland _____, Ohio, Zip 33120 _____ Permanent Parcel No(s) 139-12-018

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing and
7 bathroom fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, screens,
8 storm windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator covers,
9 smoke detectors, garage door opener(s) and _____ controls; all attached wall-to-wall carpeting. The following selected
10 items shall also remain: satellite dish; countertop range; range; wall oven;
11 microwave; kitchen refrigerator; second refrigerator; dishwasher; washer; dryer; window air
12 conditioner(s); through the wall air conditioners; gas grill; fireplace tools; screen, glass doors and
13 grate; all existing window treatments; ceiling fan(s); wood burner stove inserts; gas logs; and
14 water softener (do not check if leased); humidifier; dehumidifier; security system; freezer;
15 indoor grill; mailbox and invisible fence, transmitter, _____ collar(s).

16 Additional Items to be included: _____

17

18 Items Excluded: _____

19

20 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
21 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
22 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior
23 to BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the
24 SELLER or the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
25 within four (4) days and BUYER and SELLER agree to sign an addendum listing the date for loan application, loan
26 approval, deposit of funds and documents, title transfer and possession.

27 **PRICE:** BUYER shall pay the sum of \$ 50,000.00

28 Payable as follows:

29 **Earnest money** in the form of a check, paid to/deposited with (check one)
30 Listing Broker Buyers' Broker or Titleblu
31 and credited against the purchase price \$ 1,000.00

32 The check shall be deposited immediately upon acceptance
33 of a binding Agreement as defined below on lines 263-272

34 **Additional Funds** to be deposited in escrow \$ 44000

35 BUYER will will not (check one) meet down payment requirement
36 in cash, without regard to the sale and/or closing of any other real property

37 **Mortgage** loan to be obtained by BUYER \$ _____
38 CONVENTIONAL, FHA, VA OTHER Private Mortgage Financing. Seller to credit buyer \$5,000.00 at closing for
39 plumbing repair Seller is responsible for all current and delinquent taxes.

40 **FINANCING:** This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan") from
41 Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or in
42 a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan and order the appraisal within
43 0 _____ days after the date of acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts
44 to obtain the Loan and shall obtain a commitment for the Loan on or before 03/09/2023 _____. If, despite
45 BUYER'S good faith efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing
46 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further
47 liability of either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be

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48 obligated to make a loan application until after BUYER'S offer becomes the primary contract.

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S
50 lending institution or a title company on or before 03/27/2023, and the deed shall be recorded on or
51 about 03/27/2023, except that if a defect in title appears, SELLER shall have thirty (30) days
52 after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such
53 defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER,
54 SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign
55 a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5 (time) a.m. p.m.
57 0 day(s) after recording of the deed or Title Transfer, whichever is later. Subject to BUYER'S rights, if any, the
58 premises may be occupied by the SELLER free for 0 (0Ti) days and an additional 0
59 (0) days at a rate of \$ 0 per day provided, however, that under no circumstances shall SELLER occupy
60 premises beyond _____ (date). Payment and collection of fees for use and occupancy after transfer of title
61 are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

62 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
63 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
64 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including without
65 limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value of the
66 property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and
67 payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a
68 lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title. Seller
69 shall furnish an OTIP from Erie Title or Titleblu 440-838-0600 as agreed to by the parties, in an amount of the
purchase price.

70 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does
71 the existence of a warranty preclude the advisability of professional inspection(s). BUYER does elect does not elect
72 (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of
73 \$ 0 shall be paid by SELLER BUYER through escrow.

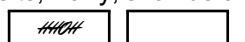
74 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county
75 charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated
76 based upon the latest available tax duplicate. However,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

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

92 **CHARGES/ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the
93 Escrow Agent's usual conditions of acceptance. If there is any conflict between the escrow agent's usual conditions of
94 acceptance and this Agreement, the terms of this Agreement shall prevail.

95 **SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any
96 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation
97 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara
98 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 301-303 below; and g)
99 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case
100 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or
101 date of possession, whichever is later. The escrow agent shall withhold \$ 400-00 from the proceeds due SELLER
102 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.


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103 BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA
104 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees
105 for the deed and any mortgage, and d) a commission of \$325.00 to Howard Hanna for brokerage services rendered
106 to the BUYER. BUYER shall secure new insurance on the property.

107 The cost of the home warranty plan, if any, shall be charged as shown in line 74 above.

108 [X] The SELLER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
109 Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

110 [X] The BUYER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
111 Statement to BUYER'S Broker listed on this Agreement promptly after closing.

112 INSPECTIONS: BUYER shall have professional inspectors perform, at BUYER'S expense, the inspection(s) indicated
113 below. A professional is a person engaged full-time for profit in the business directly related to the inspection service
114 indicated. BUYER must indicate "yes" for each professional inspection desired and the number of days following the
115 date of Acceptance that BUYER has to conduct each inspection elected. BUYER assumes sole responsibility to select
116 and retain a professional inspector for each requested inspection and releases Broker of any and all liability regarding
117 the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER
118 is acting against the advice of BUYER'S agent and broker. BUYER understands that all real property and
119 improvements may contain defects and conditions that are not readily apparent and which may affect a property's use
120 or value. BUYER and SELLER agree that the Broker(s) and their agents do not guarantee and in no way assume
121 responsibility for the property's condition. BUYER acknowledges that it is BUYER'S own duty to exercise reasonable
122 care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and systems
123 of the property.

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

126 WAIVER: [initials] BUYER elects to waive each professional inspection to which BUYER has not indicated
127 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver of
128 such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

Table with columns: Choice (Yes/No), Inspection, Expense (BUYER'S/SELLER'S). Rows include GENERAL HOME, SEPTIC SYSTEM, WATER POTABILITY, WELL FLOW RATE, RADON, MOLD*.

138 *Buyer is advised to hire a professional inspector who is qualified to determine whether mold is present in the property, what
139 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water
140 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.

141 [X] [] OTHER 5 days from acceptance of AGREEMENT
142 Inspection by contractor of buyer's choice

143 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

144 (A) Remove the inspection contingency and accept the property in its "AS IS" present physical condition.
145 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an
146 Amendment/Removal of Contingency;

147 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously
148 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified
149 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a
150 copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the
151 inspection contingency and identifying those specific material defects which are to be repaired.
152 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and
153 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER
154 at SELLERS' expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this
155 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon

03/10/23 10:44 AM EST loop verified

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156 the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property
157 for BUYER to review any such material defects corrected by SELLER. For purposes of this
158 AGREEMENT, "material defects" DO NOT include minor routine maintenance. **OR**

159 (C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material
160 defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees
161 to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a
162 mutual release, whereupon the earnest money shall be returned to BUYER.

163 **Yes No**

164 **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within
165 _____ days by a licensed inspection or exterminating agency of BUYER'S or SELLER'S choice at
166 BUYER'S SELLER'S expense and such agency's written report made available to the BUYER before closing. If such
167 report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition
168 shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one
169 year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying
170 insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER OR SELLER (unless
171 FHA/VA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay
172 such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that
173 event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

174 **Yes No**

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

189 BUYER HAS (BUYER'S initials) HAS NOT (BUYER'S initials) received a copy of
190 the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the
191 "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

192 If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing
193 the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within _____
194 days from receipt.

195 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their
196 right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and
197 approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the
198 inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of
199 acceptance.

200 **MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
201 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the
202 responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on
203 BUYER'S own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or
204 any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

205 **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in its
206 "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio Residential
207 Property Disclosure Form, identified by any inspections requested by either party or on any other forms or addenda made a
208 part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the
209 State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have
210 occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional
211 disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied
212 upon any representations, warranties or statements about the property (including but not limited to its condition or use)


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213 unless otherwise disclosed on this AGREEMENT or on the *Residential Property Disclosure Form*. BUYERS must
214 initial one of the following:

215 BUYER HAS (BUYER'S initials), prior to signing this offer, received a copy of the *Residential*
216 *Property Disclosure Form* which was signed by SELLER on _____ (date).

217 BUYER HAS NOT (BUYER'S initials) received a copy of the *Residential Property Disclosure Form*.
218 This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and
219 approval of the information contained on the disclosure form within 5 days from receipt.

220 BUYER acknowledges that the SELLER completed the *Residential Property Disclosure Form* and agrees to hold the
221 Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also
222 acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information
223 provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real
224 estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public
225 and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

226 **Please list any and all verbal representations made by Brokers or their agents that you relied upon when**
227 **purchasing this property (if none, write "none").** Listing agent is related to the seller.
228

229 SELLER agrees to leave the property in broom clean condition with all rubbish and personal items removed by closing.

230 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and
231 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental
232 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from
233 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and
234 SELLER shall have Three (3) days after receipt by BUYER of all notices to agree in writing which party shall be
235 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in
236 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a
237 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

238 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that BUYER is relying upon BUYER'S own
239 inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors,
240 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant
241 the condition or systems of the property or guarantee that SELLER has disclosed all defects.

242 BUYER acknowledges that, except as specifically noted on lines 226-228 above, Howard Hanna and its agents have
243 not made any representations, warranties, or agreements, express or implied regarding the condition or use of
244 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not
245 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or
246 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or
247 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water
248 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or
249 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

250 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase
251 price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this
252 transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER
253 and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on
254 deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior
255 condition and BUYER agrees to complete the purchase of the property.

256 **MONEY BACK GUARANTEE:** (Elect one) BUYER does elect does not elect to purchase the Howard Hanna
257 Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this
258 Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to
259 Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined.
260 BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is
261 attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and
262 SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

263 **BINDING AGREEMENT:** For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,
264 without any material change to the last offer or counter offer, and either the verbal or written communication of that
265 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar
266 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and
267 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,
268 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with


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269 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and
270 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding
271 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need
272 of legal or tax advice.

273 **ADDITIONAL TERMS:** _____
274 _____
275 _____

276 **ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments Agency
277 Disclosure Statement; Residential Property Disclosure; VA/FHA Addendum; FHA Home Inspection Notice;
278 Condominium; House Sale Contingency; House Sale Concurrence; Lead-Based Paint; Homeowner's
279 Association; Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee
280 Program) Walk Through Addendum; Other Buyer's Pre approval letter
281 are made a part of this Agreement. The terms and conditions of all such addenda or attachments shall supersede any
282 conflicting terms in this Agreement.

283 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of
284 the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the
285 broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or
286 (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date
287 the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such
288 signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker
289 shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge
290 receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's escrow
291 account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after
292 title transfer at which time it shall be applied against any compensation due the broker. Any amount by which the
293 earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

294 **BUYER:** Happy Healthy Ohio Homes LLC dotloop verified 03/10/23 9:43 AM EST GCQN-3JLF-HO0Y-2CRZ Address: _____
295 Print name: _____ ZIP: _____

296 **BUYER:** _____ Phone: _____ Email: _____
297 Print name: _____ Date: 03/03/2023

298 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$ 1,000.00 earnest money, subject to the
299 terms of the above offer.

300 **HOWARD HANNA (License # 0000189163):**

301 By: Ada Taylor dotloop verified 03/10/23 10:36 AM EST G3UJ-HYNA-53JC-2VWK (License # 227116) Office: Avon, Oh Phone: 440-258-8717

302 **ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S
303 escrow funds a brokerage commission of \$325.00, if the property is listed with Howard Hanna, and a brokerage
commission of 3 % of the purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH
44124

304 Listing Broker: Keller Williams License # _____ Listing Agent: Ruddolph Jones License # _____

305 **SELLER:** Rudolph Jones, Jr. dotloop verified 03/10/23 10:44 AM EST X9VJ-HQXE-0GAO-5TZW Address: _____
306 Print name: _____ ZIP: _____

307 **SELLER:** _____ Phone: _____ Email: _____
308 Print name: _____ Date: _____

310 **COUNTER OFFER TERMS:** _____
311 _____
312 _____

313 _____
314 Sellers' signature Date Sellers' signature Date