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**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

FILED

MAY 29 2020

Clerk of Courts
Cuyahoga County, Ohio

PATRICK W. CANTLIN, ET AL.
Plaintiff

Case No: CV-12-790865

Judge: JOHN P O'DONNELL

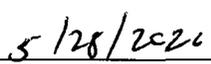
SMYTHE CRAMER CO.,
Defendant

JOURNAL ENTRY

96 DISP.OTHER - FINAL

ORDER REGARDING STIPULATED INJUNCTIVE RELIEF. (SEVENTEEN PAGES INCLUDING ATTACHMENTS.)

O.S.J.
COURT COST ASSESSED AS DIRECTED.

	
_____ Judge Signature	_____ Date

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

PATRICK W. CANTLIN, et al.

: CASE NO. CV-12-790865

Plaintiffs,

: Judge John P. O'Donnell

v.

SMYTHE CRAMER CO.,

Defendant.

ORDER REGARDING STIPULATED INJUNCTIVE RELIEF

WHEREAS, Class Counsel and Representative Plaintiffs Patrick W. Cantlin, Elizabeth S. Hong nka Haggerty, Rita Noall and Cindy Miller, individually and as representatives of the Settlement Classes, and Defendant Smythe Cramer Co., d/b/a Howard Hanna Smythe Cramer, ("Defendant" or "Smythe Cramer") have entered into a Settlement Agreement and Release dated March 3, 2020 (the "Agreement") after extensive, arms-length settlement negotiations;

WHEREAS, the Court has reviewed and considered the Agreement and fully and finally approved it as fair, reasonable and adequate as to, and in the interests of, each of the Parties and the Settlement Classes;

WHEREAS, a material element of the Settlement consideration agreed to between the Parties consists of injunctive relief in the form of certain disclosure reforms, as provided for herein; which Defendant agreed to implement on or before the Effective Date of the Settlement;

¹ All Capitalized terms used herein have the same meanings set forth for such terms in the Settlement Agreement and Release.

WHEREAS, the Court, having read and considered the disclosure reforms agreed to by the Parties as set forth in the highlighted text in the forms appended hereto as Attachment 1 ("Enhanced Language"), finds that the Enhanced Language is a fair and adequate manner to disclose Defendant's Fee and the Court approves this Stipulated Injunctive Relief.

NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, DECREED, AND ADJUDGED:

1. Defendant shall take steps to ensure that the Enhanced Language referenced in this Injunction appears in its Consumer Guide, listing agreements, buyer agreements, and form purchase agreements, if such steps have not been undertaken already, no later than 30 days following the entry of this Order.

2. Defendant must comply with the terms of this Order for three (3) years from the date of entry of this Order; provided, however, that Defendant should not be precluded in any way from (a) changing the dollar or percentage amounts it charges for real estate services so long as the changes are described in the same functional and accurate manner as the Enhanced Language; or (b) conforming its description of its charges to any changes in applicable law, regulations or case law.

Dated: May 28, 2020



Judge

Attachment 1

Consumer Guide

Consumer Guide to Agency Relationships

Smythe, Cramer Co (dba Howard Hanna) and all other Ohio real estate brokerages are required by Ohio law to provide you with certain information about how real estate agents work and to have you acknowledge receipt of this information. THIS IS NOT A CONTRACT AND DOES NOT OBLIGATE YOU TO HOWARD HANNA IN ANY WAY.

We are pleased that you have selected us to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, Howard Hanna will provide you with the highest standards of expertise and assistance.

Because buying or selling a home may be your largest financial transaction, it is important to understand the roles of the agents and brokers with whom you will be working. The information below explains how brokerages and agents work for buyers and sellers in real estate transactions. For more information on agency law in Ohio, you also may contact the Ohio Division of Real Estate and Professional Licensing at (614) 466-4100 or at www.com.state.oh.us.

Seller Agency: Most sellers choose to list their homes 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 such, 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 that they handle in the transaction. Howard Hanna does not offer subagency, which means that it does not authorize any agents to act on a seller's behalf unless the seller specifically appoints that agent. Typically, part of the listing compensation will be shared (normally through a split of a percentage of the purchase price) with the brokerage for the buyer's agent that successfully produced the buyer. Such sharing of listing compensation does not modify or lessen the listing agent's obligations owed to the seller.

Buyer Agency: Buyers typically choose to work with a real estate agent. Buyers often want to be represented in the transaction as well. This is known as buyer agency. A brokerage and an agent that agree to represent a buyer 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 that they handle in the transaction. Buyers are advised that sellers and their agents are not obligated to keep confidential the existence, terms or conditions of a buyer's offer. Buyer agents are compensated for their services, often in large part by sharing in the listing compensation paid by the seller. Any such sharing of compensation does not modify or lessen the buyer agent's obligations to the buyer.

Disclaimer: Howard Hanna and its agents cannot and do not (a) review all public records relating to properties that are listed or sold by them; or (b) investigate property information contained in prior listing and/or sales files, either within the company or other brokerages. Buyers are advised to investigate the physical condition of the property and all public records to determine its condition and suitability before purchasing it.

Dual Agency: Occasionally the same agent and brokerage that represent the seller also represent the buyer in a transaction. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the other client, nor disclose any confidential information to the other party without written consent.

In-Company Split Agency: On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, each agent will represent the best interests of their respective clients. When this 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 the position of one client over another. The brokerage also will protect the confidential information of both parties.

Working with Howard Hanna: Howard Hanna represents both buyers and sellers. Therefore, it is possible for one agent to represent a buyer who wishes to purchase property listed with another Howard Hanna agent (in-company split agency). If this occurs, then each agent will represent her or his own client, but Howard Hanna and its managers will act as dual agents. This means that the brokerage and its managers will maintain a neutral position and not take any action that favors one client over the other. Howard Hanna will supervise both agents to ensure that their respective clients are being represented and will protect each party's confidential information.

If the buyer and seller are represented by the same agent, then that agent and Howard Hanna will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the parties' direction, and help the parties to understand their contractual obligations. 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, then you will be asked to consent to it in writing. If you do not agree to dual agency, then you may ask for another agent in Howard Hanna to represent you, or you may seek representation from an attorney or another brokerage. As a buyer, you may choose to represent yourself on properties that Howard Hanna has listed. In this case, Howard Hanna will represent the seller and you would represent your own best interests. However, the listing agent will still be able to provide you with non-confidential information, prepare and present offers at your direction and assist you in the financing and closing process. 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. A Howard Hanna licensee who holds an open house on behalf of a Howard Hanna seller's listing agent will be considered a "host" and not the seller's agent unless it is agreed to in writing or otherwise required by law.

Working with Other Brokerages: When Howard Hanna lists a property for sale, it cooperates with and offers to share some of the listing compensation with other brokerages that represent buyers. Howard Hanna reserves the right, in some instances, to vary the compensation that it offers to other brokerages. As a seller, you should understand that Howard Hanna's sharing of a fee with the brokerage representing the buyer does not mean that you will be represented by that brokerage. Instead, the buyer's brokerage and agent will be obligated to advance the buyer's interests and Howard Hanna will represent your interests. When acting as a buyer's agent, Howard Hanna also accepts compensation offered by the listing broker. If the property is not listed by another broker, or the listing broker does not offer compensation, then Howard Hanna will attempt to negotiate for a Seller-paid fee.

Compensation for Brokerage Services: If you are a seller represented by Howard Hanna, at closing you will pay listing compensation as described in your Purchase Agreement and/or Exclusive Right To Sell Agreement. This compensation typically consists of both a flat fee (\$265.00) and a percentage of the purchase price. The percentage component is typically split with the buyer's broker and the remainder of that shared with your individual agent; the flat fee amount is retained by Howard Hanna. Both components are for all the general brokerage services Howard Hanna has available and/or provides to you as the seller, including any sharing of compensation with the buyer's brokerage. If you are a buyer represented by, Howard Hanna, you will pay buyer broker compensation as described in your Purchase Agreement and/or any Exclusive Buyer Agreement you have with Howard Hanna. The compensation for buyer broker services typically consists of both a flat fee (\$265.00) and a percentage of the purchase price. Typically, the percentage component is covered when Howard Hanna shares in the listing compensation paid by the seller, with such share being split with your individual agent, while the flat fee amount is paid by you as buyer and retained by Howard Hanna. Both components are for all the general brokerage services Howard Hanna has available and/or provides to you as a buyer. If you as buyer wished to proceed in a transaction where there was no sharing of listing compensation, then you could be asked to pay both the flat fee and a percentage of the purchase price for services rendered to you; however, because it is Howard Hanna's policy to accept a share of the listing compensation, most buyers pay only the flat fee for their buyer services,

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. 3601, as amended, 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.

We hope that you find this information helpful 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 brokerage(s). Please ask questions if there is anything that you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to acknowledge receipt of this Consumer Guide. Your "*Acknowledgment of Receipt*" of this Consumer Guide is not a contract and does not obligate you to Howard Hanna in any way.

Exclusive Buyer Representation Agreement



Real Estate Broker

(13)

EXCLUSIVE BUYER REPRESENTATION AGREEMENT

A) AGREEMENT: Smythe Cramer Co. (d/b/a Howard Hanna) hereby agrees to assist Buyer in the acquisition of real property, including without limitation the purchase, option, exchange or an agreement to do so. Buyer grants to Howard Hanna the exclusive right and authority to act on Buyer's behalf during the term of this Agreement, which shall begin on this date and shall continue until midnight on _____, 20____. If Buyer is dissatisfied with Howard Hanna's services at any time during the term of this Agreement, then Buyer may terminate Howard Hanna's representation of Buyer by providing three (3) days' advance written notice to Howard Hanna. However, Buyer may not terminate Howard Hanna's representation as provided herein following execution of an offer to purchase by Buyer.

B) EXCLUSIVITY AND CONSIDERATION: In consideration for Howard Hanna's efforts, Buyer agrees to work solely and exclusively with and through Howard Hanna to identify, locate, and tour any properties, including open houses, and to submit offers to purchase during the term of this Agreement. Buyer shall provide Howard Hanna with reliable information (including financial information) that Howard Hanna deems necessary, and Buyer agrees to hold Howard Hanna harmless from liability (including reasonable attorney fees) resulting from incomplete or inaccurate information provided by Buyer. Buyer represents that Buyer is not presently bound by any exclusive Buyer representation agreement with any other real estate broker. Howard Hanna's real estate commission for all of the general brokerage services rendered to Buyer is as follows: (1) the share of listing broker compensation that Howard Hanna agrees to accept as a cooperating broker that successfully produced the Buyer (normally a split of a percentage of the purchase price paid by the seller) AND \$265, paid by the Buyer; OR (2) if Howard Hanna is unable to receive at least ___% of the full purchase price as a share of listing broker compensation (and the seller does not agree to contribute to the difference as a term in the agreement of sale), ___% of the full purchase price AND \$265; provided, however, that that it is Howard Hanna's policy to accept a share of the listing broker's compensation such that in most cases, a Buyer will pay only \$265. Both components—a portion of the purchase price, typically covered through Howard Hanna's share in the listing compensation paid by the seller AND the flat fee, paid by the Buyer—together are for all the services Howard Hanna has available and/or provides to you as a Buyer. If, during the term of this Agreement, the Buyer or any person or entity acting on Buyer's behalf purchases, leases, or exchanges any property, either through any other broker or licensee or directly from an owner, then Buyer shall pay to Howard Hanna a brokerage commission of \$265 plus 3.5% of the full purchase price or lease or exchanged price. The commission shall also be due and payable if the Buyer contracts to acquire the property within six (6) months after the termination of this Agreement and Buyer and any Howard Hanna sales agent had physically toured the property. If Seller breaches the purchase agreement through no fault of Buyer, Buyer shall be fully and completely released from any obligation to pay fees to Howard Hanna.

C) DISCLOSURES: Buyer agrees to provide written notice to Howard Hanna of information that Buyer wishes to be kept confidential. Buyer acknowledges and agrees that if Howard Hanna and/or the Buyer's agent shown below previously represented a seller and possesses confidential information about the seller, by law, such information cannot be disclosed to Buyer. Buyer understands and agrees that Howard Hanna and the agent shown below may represent simultaneously other Buyers with interest in the same or similar properties as Buyer. Buyer acknowledges having reviewed and received Howard Hanna's *Consumer Guide to Agency Relationships*. Unless and until Buyer provides written notice to the contrary to Howard Hanna, Buyer hereby authorizes Howard Hanna to: (1) disclose Buyer's identity to third parties; and (2) disclose to seller and/or seller's agent Buyer's relevant personal information and either relevant financial information or written verification of pre-approval from a lender.

D) FAIR HOUSING: 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 discriminate in advertising in the sale or rental 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 these protected classes.

E) BINDING AGREEMENT: This contract contains all terms agreed upon between the parties and there are no other conditions, representations or agreements, express or implied. Facsimile signatures shall be deemed binding and valid. Buyer acknowledges that Howard Hanna and the agent(s) shown below are authorized to provide real estate services only and agrees to retain independent professionals for legal, accounting, inspection, appraisal, and/or engineering services.

Purchase Agreement



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE



Real Estate "MOW" Title Immo,

1 BUYER:1 offers to buy the

2 PROPERTY: located at

3 City, Ohio, Zip Permanent Parcel No(s).

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 carpet 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 refr [] dishwasher; [] washer; [] dryer; [] window air
12 conditioners; 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, collar(s).

16 Additional Items to be included:
17

18 Items Excluded:
19

20 SECONDARY OFFER: (This 0 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 \$
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 []
31 and credited against the purchase price

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

34 Additional Funds to be deposited in escrow

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
39

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 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 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

Property Address: _____

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 _____, and the deed shall be recorded on or
51 about _____, 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 _____(time) a.m. p.m.
57 _____ day(s) after recording of the deed or _____, whichever is later. Subject to BUYER'S rights, if any, the
58 premises may be occupied by the SELLER free for _____(____) days and an additional _____
59 (____) days at a rate of \$ _____ 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)
64 any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including
65 without limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value
66 of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due
67 and payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different
68 from a lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title.
69 Seller
70 shall furnish an OTIP from Barristers of Ohio or _____
as agreed to by the parties, in an amount of the purchase price.

71 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does
72 the existence of a warranty preclude the advisability of professional inspection(s). BUYER does elect does not
elect

73 (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of
74 \$ _____ shall be paid by SELLER BUYER through escrow.

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

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

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

96 **SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any
97 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation
98 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara
99 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 302-304 below; and g)
100 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case
101 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or
102 date of possession, whichever is later. The escrow agent shall withhold \$ _____ from the proceeds due SELLER
103 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

Property Address: _____

104 BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA
105 regulations); b) one-half the cost of insuring premiums for Ownara Fee Polipy_of Title Insurance; recording
106 fees for the deed and any mortgage, and d) BUYER'S share of Howard Hanna's real estate commission for buyer broker '107
108 services rendered to BUYER. Howard Hanna's real estate commission for all general brokerage services that Howard
109 Hanna will provide to BUYER consists of two components: (i) a flat charge of \$265, paid by BUYER; AND (ii) % of the
110 full purchase price, which percentage component is being offered and will be paid by SELLER to Howard Henna as, the
111 cooperating broker that successfully produced the BUYER. BUYER shall secure new insurance on the property. The cost
of the home warranty plan, if any, shall be charged as shown in line 74 above.

112 El The SELLER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
113 Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

114 [] The BUYER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement

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

128 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHANA DO NOT
129 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

130 **WAIVER:** _____ (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated
131 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver of
132 such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

Choice	Inspection	Expense
131 Yes No		BUYER'S SELLER'S
132 []	GENERAL HOME _____ days from acceptance of AGREEMENT	[] []
133 []	SEPTIC SYSTEM _____ days from acceptance of AGREEMENT	[] []
134 []	WATER POTABILITY _____ days from acceptance of AGREEMENT	[] []
135 []	WELL FLOW RATE _____ days from acceptance of AGREEMENT	[] []
136 []	RADON days from acceptance of AGREEMENT	[] []
137 []	MOLD* days from acceptance of AGREEMENT	[] []

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 OTHER _____ days from acceptance of AGREEMENT
142 _____

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

Property Address:

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
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 FHANA 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

Property Address: _____

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
212 relied upon any representations, warranties or statements about the property (including but not limited to its condition or
213 use)

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 _____ 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
222 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,
225 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").** _____

228 _____
229 SELLER agrees to leave the property in broom clean condition with all rubbish and personal items removed by
230 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
231 and

231 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local
232 governmental

232 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received
233 from

233 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and
234 SELLER shall have _____ (_) days after receipt by BUYER of all notices to agree in writing which party shall
235 be

235 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree
236 in

236 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to
237 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
240 contractors,

240 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not
241 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 Purchase Agreement 7/_/18

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SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

Property Address: _____

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
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 **1ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments Agency
277 Disclosure Statement; Residential Property Disclosure; 0 VA/FHA Addendum; FHA Home Inspection Notice;
278 0 Condominium; House Sale Contingency, _____ House Sale Concurrence; 0 Lead-Based Paint; 11 Homeowners
279 Association; 0 Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee
280 Program) Walk Through Addendum; Other _____
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 brokers 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:** _____ Address: _____
295 Print name: _____ ZIP: _____

296 **BUYER:** _____ Phone: _____ Email: _____
297 Print name: _____ Date: _____

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

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

301 By: _____ (License # _____ Office: _____ Phone: _____)

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 \$265, if the property is listed with Howard Hanna, and _____ % of the
304 purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH 44124.

305 Listing Broker: _____ License # _____ Listing Agent: _____ License # _____

306 **SELLER:** _____ Address: _____
307 Print name: _____ ZIP: _____

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

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

313 _____
314 Sellers' signature _____ Date _____ Sellers' signature _____ Date _____