

Signature Addendum

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We/I authorize Title Professionals Group, Ltd to cause the funds to be disbursed in accordance with this statement.

420 Broad LLC, an Ohio Limited Liability Company

By: 

Jerad Ankrom, Sole member

Date

Settlement Agent

Date



BERKSHIRE HATHAWAY HomeServices Professional Realty

Contract to Purchase Commercial-Industrial-Investment ("Contract")



Berkshire Hathaway HomeServices Professional Realty

This is a legally binding contract. Read, understand, seek legal advice. For real estate advice, contact a REALTOR.

1 Howard Haman NAME OF LISTING REALTOR FIRM ADDRESS

2 PROPERTY DESCRIPTION: The undersigned buyer ("Buyer") offers to purchase from the seller ("Seller"), the following described Real Estate ("Real Estate") with improvements and fixtures hereon and with all appurtenant rights, privileges and easements, located in Cincinnati (City) Ashland (County), OHIO (State) described as 21,000 + square foot industrial building

3 Parcel(s) 121090001200, 121090001800, 121090002000 and 121090003000 further described in Auditor's Plat Book Number Page

4 INCLUDED IN THE SALE: The Real Estate shall include, without limitation, the following: all electrical, plumbing, heating and air conditioning equipment, if any, except:

5 PRICE AND TERMS: The purchase price shall be \$50,000 ("Purchase Price") payable as follows:

(a) EARNEST MONEY: \$0.00 ("Earnest Money") shall be deposited with in a trust account ("Trust Account") pending closing ("Closing"), on the Real Estate and other items included in the sale in Section 4, if any. The Earnest Money shall be disbursed as follows: (i) at Closing, the Earnest Money shall be applied to Purchase Price and, if deposited with REALTOR Firm acting as Agent, may be retained by Agent and credited toward the brokerage commission owed REALTOR Firm or as directed by Buyer; (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of Earnest Money ("Release") signed by all parties to the Contract; or (iii) in the event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money the Earnest Money shall be in accordance with the following:

- (1) The Agent shall maintain such funds in the Trust Account until the Agent receives (i) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (ii) a final court order that specifies to whom the Earnest Money is to be awarded. Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTOR will not make a determination as to which party is entitled to the Earnest Money.
(2) If the Real Estate is located in Ohio, any disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24. If, within two years from the date the Earnest Money was deposited in the Agent's Trust Account, the parties have not provided the Agent with such signed instructions or written notice that a court legal action to resolve the dispute has been filed, the Agent shall return the Earnest Money to the Buyer with no further notice to the Seller.
(3) If the Real Estate is located in Kentucky, any disbursement of Earnest Money shall be in compliance with KRS 324.111, and the Agent may initiate the release process. The Agent shall notify all parties at their last known address by certified mail that the Earnest Money shall be distributed to the parties specified in the letter unless all parties enter into a written mutual release, or unless one (1) or more of the parties initiate litigation within sixty (60) days of the mailing date of the certified letter. If neither Buyer nor Seller initiates litigation or enters into a written release within sixty (60) days of the mailing date of the certified letter, the Agent may release the deposit to the party identified in the certified letter without penalty under this section and without civil liability in the courts of the Commonwealth of Kentucky.

Buyer's Initials Date / Time Seller's Initials Date / Time

Notwithstanding the foregoing, the Buyer shall retain the right to the deposit in the following circumstances: (i) if Seller fails to accept this offer, (ii) if Seller fails to perform Seller's obligations under this Contract; or (iii) if the contingencies set forth in Section 6, and if applicable, 7 are not satisfied and as a result, Buyer elects to terminate this Contract. Seller shall be entitled to the Earnest Money if Buyer fails to perform Buyer's obligations under this Contract or upon default by Buyer's failure to comply with any material obligation imposed under this Contract.

(b) BALANCE: The balance of the Purchase Price shall be paid by cash or certified, cashier's, attorney or title company trust account check, or by federal wire transfer on date of Closing.

6 CONTINGENCIES: The Buyer's obligation to close this transaction is contingent upon the following:

(a) FINANCING: N/A - Cash Purchase

Buyer agrees to apply for and to make a diligent effort to obtain said financing on or before of this Contract shall become null and void at the option of the Seller. Buyer is relying on Buyer's own understanding of financing to be obtained as well as the legal and tax consequences thereof, if any.

(b) INSPECTIONS: Buyer may, at Buyer's sole discretion and expense, perform inspections of the Real Estate prior to the Closing. Buyer's inspection of the Real Estate may include: physical inspection of the condition of the property, title, survey, environmental conditions, the roof, mechanical equipment, zoning and permits, feasibility of intended use, site preparation costs and Non-Builder's items (collectively, "Buyer's Inspection").

Buyer's inspection shall be completed within zero days ("inspection period") of acceptance of this Contract. Buyer shall provide written acceptance of the conditions of all such items within the inspection period. Seller agrees to provide Buyer with any and all of the above information, if available (i.e.: survey, title, inspection reports) and shall allow access to real estate at reasonable times for the purpose of conducting Buyer's inspection. If Buyer is not satisfied with the results of Buyer's inspection then Buyer shall have the option to terminate this Contract by providing written notification to provide said notice, then Buyer shall be deemed to be satisfied with the inspection report(s) and the contingency will be considered waived as of, but not prior to, the expiration of the inspection period.

(c) OTHER: are not set forth as an Addendum attached hereto and made an integral part of this Contract.

7 ADDENDUM: Additional terms and conditions are set forth as an Addendum attached hereto and made an integral part of this Contract.

8 BUYER'S EXAMINATION: Buyer is relying solely upon Buyer's own examination of the Real Estate and inspections herein required, if any, for its physical condition and character, and the real estate's suitability for Buyer's intended use thereof and not upon any representations by the REALTORS involved, except for those made by said agents directly to the Buyer in writing.

9 SELLER'S CERTIFICATION: The Real Estate is zoned M1 - Industrial is not located in a Historic District; and is not located in a flood plain. Seller represents and warrants that to the best of the Seller's knowledge (a) no toxic or hazardous substances or wastes have been disposed upon or released, unless documented and done in compliance with applicable environmental laws, in, on, or from the Real Estate including, but not limited to, asbestos, PCBs, oil and petroleum products; (b) there are not presently nor have there ever been any underground storage tanks or above ground storage tanks located in, on, or under the Real Estate; (c) no City, County, State or Federal orders have been served upon Seller requiring work to be done or improvements to be made which have not been performed; and, (d) a Phase I Environmental Audit has not been furnished to the Buyer. REALTORS make no representations or warranties concerning the environmental condition of the Real Estate and Buyer has relied solely upon the representations and warranties of Seller as set forth herein or in other disclosures listed in Section 16 of this Contract.

10 CONDITION OF IMPROVEMENTS: Seller agrees that upon delivery of deed, the improvements constituting part of the Real Estate shall be in the same condition as they are on the date of this offer, reasonable wear and tear excepted. Seller shall continue to insure the improvements until Closing naming Buyer as an additional insured as Buyer's interest may appear. In the event of loss before Closing and if such loss shall not be repaired by and at the cost of Seller prior to Closing, the Buyer may elect to accept the property and insurance proceeds, or terminate this Contract, in which latter event Buyer shall be entitled to a return of the Earnest Money.

Buyer's Initials Date / Time Seller's Initials Date / Time

