REAL ESTATE PURCHASE AGREEMENT

KINGS RIDGE

Permanent Parcel No. _____ Lot No. _____

1. THE UNDERSIGNED,_____, hereinafter called "Buyer", hereby agrees to buy, for the consideration and upon the terms hereinafter set forth, the real estate situated in the City of Green, Summit County, Ohio said Lot described above of the Kings Ridge Allotment and further known as street & number _____, Uniontown, OH 44685_____
_____

2, PURCHASE PRICE .....$_____
Deposit with this agreement ..... Cash_____ Check_____ .....$_____
Balance upon delivery of deed..... .....$_____
Balance to be paid upon the following terms:_____
_____
_____
_____

3. POSSESSION: Seller shall give Buyer possession of the Lot at Closing.

4. EVIDENCE OF TITLE: Seller shall provide to Buyer a title insurance commitment for an Owner's Title Insurance Policy in the amount of the purchase price, issued by Cornerstone Real Estate Title Company, Ltd., which shall be certified to the date of filing of the deed as provided hereinafter. Should Buyer's lender require a mortgagee's policy, Seller shall furnish a simultaneous issue of the mortgagee's policy. The title of the property shall be good and marketable in fee simple and shall be in accordance with the standards of the Ohio State Bar Association. Seller and Buyer shall share equally the cost of the evidence of title which Seller is required to provide hereunder, including, without limitation, the cost of the title examination, policy commitment, insurance premium, and escrow fee. Any endorsements requested by Buyer or Buyer's lender shall be at Buyer's sole expense. If Buyer or Buyer's lender requires a location survey, said survey shall be paid for by Buyer. For qualifying builders, Cornerstone shall issue a construction mortgage loan policy under its New Construction Builder Program.

5. DEED: The Seller shall convey marketable title to the Lot in fee simple to the Buyer by transferable and recordable general warranty deed.

6. TAXES AND ASSESSMENTS: Seller shall pay taxes and assessments to the date of delivery of deed on a pro rata basis. The proration of undetermined taxes shall be based on a three hundred sixty-five (365) day year and the last available tax rate in valuation as shown on the County Treasurer's tax duplicate shall be used.

7. DURATION OF OFFER AND CLOSING DATE: Buyer hereby agrees that this offer shall be open for acceptance until 12:00 Noon, Local Time _____, 20___. The transaction shall be closed on or before _____, 20__, provided, however, that Seller shall have the right to extend the time for closing for a reasonable period of time not to exceed thirty (30) days from the date set forth herein for closing. By signing this Agreement the undersigned Buyer agrees that if the transaction is not closed by the specified date, the Seller shall have the option to terminate this Agreement unless a written extension has been obtained from the Seller.

8. DEPOSIT: The Buyer has deposited with the Seller the sum ___One Thousand Dollars_____ _____ ($_1,000.00___), which the parties agree shall be held in escrow and applied on the purchase price when the transaction is closed. If the Seller fails or refuses to perform the Seller's part of this Agreement, the deposit shall be returned to the Buyer as Buyer's fixed, stipulated and liquidated damages. If the Buyer fails or refuses to perform the Buyer's part of this Agreement, said deposit shall be retained by Seller but such retention shall not in any way prejudice the rights of the Seller in any action for damages or a suit for specific performance.

Permanent Parcel No. _____ Lot No. _____

9. DRIVEWAY CONFORMANCE: It is necessary for driveways to be constructed in conformance with Summit County and the City of Green regulations relative to slope for the area within the street right-of-way.

10. EROSION AND SEDIMENT CONTROL: Buyer agrees that in the construction of improvements on the Lot which are the subject matter of this Agreement, Buyer and Buyer's contractor shall not engage in any activities or take any action which will cause the Seller to be in violation of Seller's Erosion and Sediment Control Plans and any other relevant plans and more specifically will not permit sediment to be discharged on adjoining property, on paved surfaces or into public storm sewer systems. A copy of all applicable Plans are on file in the office of the Developer at 821 South Main Street, North Canton, Ohio 44720 and in the offices of GBC Design, Inc., 3378 West Market Street, Akron, Ohio 44333. The undersigned Buyer acknowledges that by signing the attached Individual Lot Notice of Intent (NOI), the Seller will submit the NOI to the Ohio Environmental Protection Agency on the Buyer's behalf.

11. DOWNSPOUT DRAINS: Drainpipes are located behind the curbs. It is mandatory that the Buyer or Builder connect downspout drains to the drainpipe. Curb cuts are not permitted.

12. ZONING: Buyer hereby acknowledges that Buyer has fully investigated any and all applicable zoning and potential land use for the real property adjacent to or in the vicinity of Kings Ridge, and Buyer understands and is satisfied as to the potential development that may take place within the subdivision or in the vicinity of the subdivision, and Buyer has entered into this Agreement based upon said understanding.

13. DISCLOSURES:

14. HOMEOWNER'S ASSOCIATION: The Kings Ridge Homeowners Association has been formed and is responsible for the maintenance of the common areas within the Kings Ridge Allotment. Lot owners shall pay a non-refundable, initial working contribution in the amount of $200.00 upon the closing of their Lot. The $100.00 annual assessment shall be based upon a calendar year and shall be pro-rated at closing.

15. RESTRICTIVE COVENANTS: The undersigned Buyer(s) acknowledges that he (they) has (have) received and reviewed a copy of the Restrictive Covenants associated with the Lot being purchased herein and they are acceptable to Buyer. _____(Initials)

16. COMPLIANCE DEPOSIT: Buyer hereby acknowledges and agrees that Buyer shall submit the sum of two thousand five hundred dollars and 00/100 ($2,500.00) to Seller with Buyer's Application for Review (the "Compliance Deposit"), which amount shall be held by Seller until such time as Buyer has obtained plan approval and fully complied with the Declaration of Community Covenants and the Architectural Review Standards, including completion of landscape and drainage plan as approved (collectively hereinafter referred to as the "Building Requirements"). The Compliance Deposit shall be held by Seller in a non-interest bearing Escrow Account for the benefit of Seller until such time as the construction of the house, lot improvements and landscaping have been sufficiently completed to evidence full compliance with the Building Requirements. Seller shall return the Compliance Deposit at such time as Seller is reasonably certain the Buyer will or has fully complied with the Building Requirements or Seller may retain the Compliance Deposit or assign the same to the Homeowners Association to be used to enforce the terms and conditions of the Building Requirements or otherwise.

17. COMPLIANCE REQUIREMENT: In the event that the Buyer fails to fully comply with the Building Requirements, in Seller's opinion, in addition to any and all remedies of Seller, as provided herein, at law or equity, Seller shall have the right to use the Compliance Deposit to effectuate Buyer's compliance with the Building Requirements and/or enforce Seller's rights herein against Buyer, including the payment of Seller's attorney fees associated with said enforcement.

Permanent Parcel No. _____ Lot No. _____

18. SOIL TEST AND INSPECTION: Seller hereby grants Buyer a license to enter upon the Lot for the purpose of conducting a reasonable soil test and inspection, at Buyer's sole cost and risk, to determine if the Lot is suitable for Buyer to construct a house and related improvements. Buyer shall have Fourteen (14) days from the date hereof to conduct the soil test and inspection. If Buyer does not advise Seller within the period set forth above that the soil conditions are unsuitable for Buyer's construction requirements or if Buyer advises Seller that the soil conditions are satisfactory, this inspection contingency shall be deemed waived. If Buyer advises Seller in writing within the period set forth above that the soil conditions are unsuitable for Buyer's construction requirements, Seller shall return Buyer's deposit and the Agreement shall be deemed null and void and neither Seller nor Buyer shall have any further obligation hereunder.

19. BUYER'S INDEMNIFICATION OF SELLER: Buyer agrees that Buyer shall save Seller, Seller's agents or employees, harmless from and shall defend and indemnify Seller from and against any and all claims, demands, or causes of action whatsoever arising out of the performance of the soil test and inspection by Buyer, its agents or employees.

20. RESTORATION OF LOT: Buyer shall immediately return the Lot to the same condition as existed prior to the date of performing the soil test and inspection upon the completion of the same. Buyer and Buyer's agents shall take all reasonable and required precautions during the soil test and inspection to prevent injury and/or property damage and shall not allow any holes or unsafe conditions to exist on the Lot following completion of the soil test and inspection.

21. REAL ESTATE AGENCY DISCLOSURE: Robert J. DeHoff, Member/Partner of Seller, is a licensed real estate Broker in the State of Ohio and William J. Lemmon, Member/Partner of Seller, is a licensed real estate Agent in the State of Ohio. Neither, Robert J. DeHoff nor William J. Lemmon is representing any interest other than his individual interest as an owner of the Seller, and neither is he representing any interest of the Buyer.

22. MISCELLANEOUS: If Buyer desires a survey, Buyer shall pay for the cost thereof. The Buyer has examined all property involved and in making this offer is relying solely upon such examination with reference to the condition, character and size of the land, improvements, and fixtures, if any. This contract constitutes the entire Agreement between the parties and there are no representations, oral or written, relating to the property involved, or to the transaction, which have not been incorporated herein. This Agreement is personal, and no party shall assign or transfer his rights hereunder without the written consent of the other party or parties hereto. TIME IS OF THE ESSENCE OF ALL PROVISIONS OF THIS PURCHASE AGREEMENT.

23. DISCLOSURE ADDENDUM: Buyer(s) acknowledges and is aware that H.M. Miller Company is doing site prep work in the area behind lots 71 – 79 in Kings Ridge. This work, including hauling surplus material off site, will continue through the end of 2010. There will be dust, noise and other elements associated with this work through its completion. _____ (sellers initials)
_____ (buyers initials)

WARNING: BUYER HAS THE OBLIGATION AND RESPONSIBILITY TO TEST THE SOIL ON THE LOT PRIOR TO CLOSING ON THE LOT. SUBSEQUENT TO CLOSING, BUYER HEREBY AGREES TO SAVE SELLER HARMLESS AND BUYER HEREBY RELEASES SELLER FROM ANY AND ALL DAMAGES AND CLAIMS IN ANY WAY RELATED TO THE SOIL CONDITIONS ON THE LOT.

Permanent Parcel No. _____

Lot No. _____

Seller:
Green Land Trust, Ltd.

_____
Buyer's Signature Date

_____
Buyer's Signature Date

_____
By: Robert J. DeHoff (Member/Partner) Date
William J. Lemmon (Member/Partner)

_____
Buyer's Address

_____
Buyer's City, State and Zip

_____
Buyer's Phone Number

The above Buyer acknowledges that _____, a licensed Realtor with the _____, Brokerage was the procuring cause for the Agreement between the above Buyer and Seller.

Seller agrees to pay a brokerage fee to _____ in the amount of:

A) Two and one half percent (2.5%) of the stipulated purchase price above or,

B) The sum of _____ ($_____).