INSTRUCTION SHEET

SILVER LAKE STORAGE BARNS

Pursuant to Section 84(a) of the Condominium Act, you, as a prospective purchaser of a unit in this Project, are advised of the following:

The Developer must provide copies of all of the following documents to a prospective purchaser:

- The recorded Master Deed.
- B. A copy of the Purchase Agreement.
- C. A copy of the Escrow Agreement.
- D. A Condominium Buyers' Handbook.
- E. A Disclosure Statement containing all of the following:
 - 1. An explanation of the Association of Co-owner's possible liability in the event of foreclosure of a first mortgage
 - 2. The names, addresses and previous experience with Condominium Projects of each Developer, and any management agency, real estate broker, residential builder and residential maintenance and alteration contractor.
 - 3. A projected budget for the first year of operation of the Association of Co-owners.
 - 4. An explanation of the escrow arrangement prescribed by the Condominium Act.
 - 5. Any expressed warranties undertaken by the Developer, together with a statement that warranties are not provided unless specifically stated.
 - 6. An identification of all structures and improvements labeled "Need Not Be Built."
 - 7. The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "Must Be Built."
 - 8. Other material information about the Condominium Project and the Developer that the administrator requires by rule.

Dated:		
	PURCHASER:	
	,	

If you, as a prospective purchaser, have any questions regarding the foregoing, you should direct your questions to the Developer or the real estate broker. Your signature in the place provided below is prima facia evidence that the documents identified above have been received and

understood by you.

Unit No.:

ACKNOWLEDGMENT OF RECEIPT OF CONDOMINIUM DOCUMENTS

For

SILVER LAKE STORAGE BARNS

Silver 1	Lake Stora	ge Barns fr	om Silver Lal	 ndominium, I	ominium documents LLC, a Michigan limi this Project.	
Dated:		82				
	26					

CONDOMINIUM PURCHASE AGREEMENT

Silver Lake Storage Barns

Condominium Unit No ("Unit")
WHEREAS, Silver Lake Building Condominium, LLC (hereinafter "Developer") is developing Silver Lake Storage Barns, a storage Condominium Project located in the Township of Blair, County of Grand Traverse, Michigan ("Project"), and
WHEREAS,
WHEREAS,
IT IS AGREED AS FOLLOWS:
1. <u>TERMS</u>
Purchaser, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby reserves the right to participate in the Project by purchasing the Unit, together with an undivided interest in the common elements of the Project for the price of Dollars (\$)
(the "Purchase Price").

Purchaser agrees to pay the Purchase Price as follows:

- (a) An amount equal to ten (10%) percent of the Purchase Price ("Initial Deposit") upon execution of this Agreement (to be held in escrow with ATA National Title Group, of 13919 S. W. Bay Shore Drive, #105, Traverse City, Michigan 49684 ("Escrow Agent"), under an Escrow Agreement dated September 9, 2022 ("Escrow Agreement"), the terms of which are incorporated herein and made a part hereof), provided further, if necessary, all sums deposited in escrow shall be returned to the Purchaser within three (3) business days after withdrawal from this Agreement as provided for in Paragraph 5. Upon expiration of the Withdrawal Period, in order to initiate construction of the Unit and related common elements, Purchaser agrees and acknowledges that the Initial Deposit shall be deemed non-refundable and released to the Developer for said purposes as provided for hereinafter.
- (b) Not later than ten (10) business days after the expiration of the Withdrawal Period, a second deposit in the amount of fifty percent (50%) of the remaining balance of the Purchase Price less the sum of the Initial Deposit is due ("Second Deposit"), which shall be held in escrow with the Escrow Agent in accordance with the Escrow Agreement. Purchaser agrees and acknowledges that to the extent not already released to the Developer, the Second Deposit shall be non-refundable and released to the Developer for purposes relating to the construction of the Unit and related common elements as provided for hereinafter.

- (c) Not more than ten (10) business days after Developer gives Purchaser notice of completion of the exterior walls and roof appurtenant to the Unit, the Purchaser shall make a final deposit in the amount of fifty percent (50%) of the remaining balance of the Purchase Price less the sum of the Initial Deposit and Second Deposit ("Final Deposit") (the Initial Deposit, Second Deposit and Final Deposit shall collectively be referred to herein as "Deposits"), which shall be held in escrow with the Escrow Agent in accordance with the Escrow Agreement. Purchaser agrees and acknowledges that to the extent not already released to the Developer, the Deposits shall be non-refundable and released to the Developer for purposes relating to the construction of the Unit and related common elements as provided for hereinafter.
- (d) Purchaser agrees to pay, at closing, any remainder of the original Purchase Price to include any balance due for modifications requested by Purchaser after the initial execution of this Agreement.

Closing on the reserved unit shall occur seven (7) days after the Developer receives a Certificate of Occupancy, whether temporary or final, for the Unit.

Purchaser acknowledges that Purchaser will be liable after closing for their proportionate share of the Association Assessment for maintenance, repair, replacement and other expenses of Administration as outlined in the Condominium Bylaws.

2. PLAN AND PURPOSE

Silver Lake Storage Barns Condominium Association has been, or will be, established as a Michigan non-profit corporation for the purpose of operating and maintaining the common elements of the Condominiums. Each Co-owner shall be a member of the Association and will be subject to the Bylaws and regulations thereof. Purchaser hereby subscribes to and agrees to abide by the terms, provisions, declarations, covenants and restrictions contained in the Master Deed, Condominium Bylaws and Condominium Subdivision Plans of the Project and the Articles of Incorporation, Bylaws and Regulations, if any, of the Association, the contents of which documents will be as Developer, in its discretion, deems appropriate, and copies of which have been furnished to Purchaser.

3. EFFECT OF AGREEMENT

This Agreement shall become a binding purchase agreement upon Developer and Purchaser upon the expiration of nine (9) days after receipt by Purchaser of the Condominium Documents at which time all Deposits shall be deemed non-refundable and released to Developer. However, if Purchaser shall waive the nine (9) day period in writing, then this Agreement shall become immediately binding upon the execution of such waiver.

4. **CONVEYANCE OF TITLE**

In consideration of this Agreement, the Developer agrees to convey to Purchaser good and marketable title to the Unit subject to easements and restrictions of record, all pertinent governmental regulations and subject to the instruments mentioned in Paragraph 2 above.

Purchaser agrees to consummate the purchase of the Unit from Developer within nine (9) days after Developer has notified Purchaser in writing that it is prepared to tender title and possession to him. It is understood that Purchaser will, at the time title is conveyed to him, pay all mortgage costs and such other closing costs as are customarily paid by the purchasers of comparable real estate in this jurisdiction and taxes, assessments and insurance will be adjusted to the date of closing.

Taxes will be prorated based on local custom. In addition to the Developer's credit for tax proration at the time of closing and in the event that the real property tax bills relative to the Condominium property have not yet been split into separate tax bills for each unit by the local tax assessor, Developer may require Purchaser to pay into an escrow account to be maintained by the Association an amount equal to Purchaser's estimated percentage of value share of real estate taxes with respect to the Condominium Project which will next fall due. Within a reasonable time after closing, Developer, at its expense, will furnish Purchaser with an owner's title insurance policy issued in a face amount equal to the purchase price of the unit. A commitment therefore will be furnished to Purchaser by Developer at or prior to closing.

All expenses and costs shall be prorated in accordance with local custom including the proration of the Association Assessments.

An amount equal to one-sixth (1/6th) of the annual maintenance assessment shall be paid in advance by Purchaser to Developer on behalf of the Association at the time of closing as a working capital deposit for the Association.

5. CANCELLATION RIGHTS OF PURCHASER

Unless the Purchaser waives the right of withdrawal, the Purchaser may withdraw from this Agreement without cause and without penalty if the withdrawal is made before conveyance of the unit and within nine (9) business days after receipt of the Condominium Documents ("Withdrawal Period") and the amounts theretofore paid by him under this Agreement will be refunded to him in full satisfaction and termination of any rights and liabilities of Purchaser and Developer of any sort hereunder and shall wholly cease and terminate. After the Withdrawal Period, Purchaser shall have no right to withdraw or terminate this Agreement, and all Deposits made hereunder shall be deemed irrevocable and may be released by Escrow Agent to Developer as provided for herein. Purchaser hereby releases and agrees to indemnify and hold harmless Escrow Agent from any cost, claim or liability related to the Deposits.

Notwithstanding, should Purchaser wish to terminate this Agreement after the Withdrawal Period but before closing, Purchaser may give Developer a notice specifying its wish to be relieved from its obligations under this Agreement. Upon receipt of such notice, Developer shall market the Unit for sale to third parties. Upon entering into a purchase agreement with a third party for the Unit where such new purchaser deposits with Developer an amount not less than the Deposits and providing for a purchase price satisfactory to Developer, Developer shall refund an amount to Purchaser equal to the Deposits less any expenses Developer incurs related to the sale and marketing of the Unit. Upon being refunded the Deposits, the parties hereto shall be deemed to have been fully released from this Agreement.

6. CANCELLATION RIGHTS OF DEVELOPER

If Developer determines not to establish the Purchaser's unit in the Condominium Project, then Developer shall so notify Purchaser in writing. In such event, Developer reserves the right to return all Deposits, and thereupon, all rights of Purchaser shall cease and terminate without further liability on the part of Developer.

The Developer may, at its option, release the obligations of Purchaser under this Agreement in the event Purchaser shall secure another Purchaser who is satisfactory to the Developer. This Agreement is not otherwise assignable.

7. **SECURITY FOR COMPLETION**

After expiration of the Withdrawal Period provided in Paragraph 5, Developer is required to retain sufficient funds in escrow or to provide sufficient security to assure completion of all improvements labeled "Must Be Built" in the Condominium Subdivision Plan. Purchaser hereby acknowledges that all improvements in the Condominium Subdivision Plan are labeled "Need Not Be Built" and no improvements are labeled "Must Be Built", and therefore Developer is not required to retain any monies in Escrow pursuant to this Paragraph.

Notwithstanding anything to the contrary provided for herein, Developer agrees that the Deposits shall be held by the Escrow Agent and used solely for the purposes related to the construction of the Unit and appurtenant general and limited common elements and shall be released by the Escrow Agent to the Developer or directly to its contractors and/or subcontractors as construction draws pursuant to sworn statements provided by the Developer to Escrow Agent and for no other purpose.

8. **ARBITRATION**

At the exclusive option of the Purchaser, any claim which might be the subject of a civil action against the Developer which involves an amount less than Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) and arises out of or relates to this purchase agreement or the unit or Project to which this agreement relates, shall be settled by binding arbitration conducted by the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

9. **DEFAULT**

If the Purchaser shall default in any of the payments or obligations called for in this Agreement and such default shall continue for ten (10) days after written notice sent by the Developer to the Purchaser, then, forthwith at the option of the Developer all rights of Purchaser under this Agreement shall terminate. If Purchaser's rights are terminated subsequent to this Agreement becoming a binding purchase agreement pursuant to Paragraph 3 hereof, any amount paid toward the Purchase Price shall be retained by the Developer as reasonable liquidated damages. Purchaser acknowledges that the retention of all Deposits is reasonable because of

Developer's reliance on this Agreement in commencing and/or completing improvements for the Project. If Purchaser's rights terminate prior to the time this Agreement becomes a binding purchase agreement pursuant to Paragraph 3 hereof, all sums paid by Purchaser shall be refunded to him and neither party hereto shall be obligated further.

10. ORAL REPRESENTATION NOT TO BE RELIED UPON

This Agreement will supersede any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.

11. NOTICES

All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary First-Class Mail or by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

12. USAGE OF TERMS

The pronouns and relative words herein used shall be construed respectively to include the masculine, feminine and neuter genders and the singular and plural numbers unless the context indicates a contrary intention.

13. THE CONDOMINIUM BUYERS' HANDBOOK

Purchaser hereby acknowledges receipt prior to execution of this Agreement of a copy of the Condominium Buyers' Handbook published by the Michigan Department of Licensing and Regulatory Affairs.

	This Agreement is executed by the parties	on the	day	of			,
20	Purchaser hereby acknowledges receipt of	of a copy	of this	Agreement	and t	he]	Escrow
Agree	nent referred to above.						

The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

THE PARTIES AGREE THAT THIS AGREEMENT IS SUBJECT TO AND INCLUDES THE GENERAL PROVISIONS CONTAINED HEREIN WHICH PURCHASER ACKNOWLEDGES THAT HE HAS READ.

	Purcha
	Purcha
	Address:
Purchaser's Telephone No.:	
Email Address:	
	DEVELOPER:
	Silver Lake Building Condominium, LLC, Michig Limited Lability Company
	By: Its:
Developer's Telephone No.:	

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EXHIBIT "A"

(Part of Purchase Agreement)

Condominium Unit No	
Address:	
Purchaser:	
foregoing Condominium unit. Purchase within ten (10) days after Purchase A	al items, changes and/or extra features to be added to the er will pay the total price shown below for such items greement becomes a binding Purchase Agreement in and the liquidated damage provision set forth in the chereto in the event of Purchaser's default.
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CENTURY 21.

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
 - a. The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.

The performance of the terms of the service provision agreement.

each part all receipts and disbursements affecting that party.

c. Loyalty to the interest of the client.

d. Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.

e. Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.

f. An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.

- g. Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
 - a. When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - b. Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - d. After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.

For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c) and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c) and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

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	Buyer's Initials

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CENTURY 21

Northland

no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE: I hereby disclose that the agency status of the licensee named below is:

Seller's Agent

Seller's Agent – limited service agreement

Disclosure Regarding Real Estate Agency Relationships

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have

■ Buyer's Agent	Buyer's Agent – limite	ed service agreement	
Dual Agents None of the above		tor (A licensee who is not acting as an agent or either	the seller or the buyer.)
licensee named below. If the other part supervisory brokers shall be considered	ty in a transaction is represed disclosed consensual dual	ker and a named supervisory broker have the same age nted by an affiliated licensee, then the licensee's broker agents. es have the same agency relationship as the licensee n	and all named
Further, this form was provided to the buyer or	seller before disclosure of a	ny confidential information.	
Mary Rollert	dotloop verified 03/03/22 9:45 AM EST LLCE-XD2Z-PPU7-DRRT		
Licensee	Date	Licensee	Date
provided upon request of any party. ACKNOWLEDGMENT: By signing below, the part acknowledge that this form was provided to the	ties acknowledge that they em before the disclosure of gency relationship with any	rnet \(\sum No Electronic Delivery. Documents with original have received and read the information in the agency any confidential information. THIS IS NOT A CONTRAC other real estate licensee. If an agency relationship ex	disclosure statement and
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Potential Buyer/ Seller (check one)	Date	Potential □Buyer/ ☑ Seller (check one)	Date
Potential Buyer/ Seller (check one)	Date	Potential Buyer/ Seller (check one)	Date
Revised 4.26.2021 Page 2 of 2			

NORTHERN GREAT LAKES REALTORS® MLS LLC Disclosure Regarding Real Estate Agency Relationships

Page 1 of 2

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
 - a. The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.

b. The performance of the terms of the service provision agreement.

- Loyalty to the interest of the client.
- d. Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
- e. Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.
- f. An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
- g. Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:
 - a. When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - b. Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - c. Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - d. After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - e. For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each part all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

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Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c) and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

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In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

NORTHERN GREAT LAKES REALTORS® MLS LLC Disclosure Regarding Real Estate Agency Relationships Page 2 of 2

TRANSACTION COORDINATOR

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A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

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violatina (violatina)					

Disclaimer: This form is for disclosure only, it is NOT A CONTRACT. This form is provided as a service of the Traverse Area Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that this form is appropriate for the transaction. The Traverse Area Association of REALTORS® and its Multiple Listing Service are not responsible for the use or misuse of this form, for misrepresentation, or for warranties made in connection with the form.

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