

European Adoption Consultants, Inc.

A Non-Profit, 501(c)(3), Licensed Adoption Agency HAGUE ACCREDITED

12608 Alameda Drive, Strongsville, OH 44149 (440) 846-9300 • (800) 533-0098 • Fax (440) 846-1705 www.eaci.com • email: Adopt@eaci.com

REQUEST TO PROCEED WITH ADOPTION RELATED SERVICES

(11/5/2012)
The undersigned Bank Courts and Corollyw K. Courts ("Prospective Parents"), having previously entered
into a certain International Adoption Services Agreement (the "Services Agreement") with European Adoption Consultants, Incorporated ("EAC"), represent and acknowledge to
EAC that Prospective Parents have accepted referral of the child whose biographical details are set forth on page 2 (the "Child") for adoption by Prospective Parents. Prospective
Parents now request that EAC assist Prospective Parents with completing the adoption of the Child. In requesting EAC to assist Prospective Parents, Prospective Parents
represent to EAC that Prospective Parents understand and agree that the adoption of the Child and the services to be provided by EAC are and will be subject to all of the following:

- 1. Referral of Child. The Child has been referred to Prospective Parents for adoption by authorities of the Department of Social Welfare, Client Services in Congo and not by EAC. Prospective Parents have personally observed the Child in Congo; have received medical information regarding the Child from agencies of the Department of Social Welfare and not from EAC; have had the opportunity to examine, measure and video record the Child and to have the examinations, measurements and video recordings evaluated by a physician of their choice; have had sufficient time to evaluate the adoption of the Child and the information received by them regarding the Child; have accepted the referral of the Child for adoption based upon Prospective Parents' personal observations of the Child and independent review of the medical and other information provided to Prospective Parents by persons, agencies and organizations other than EAC; and have not relied on any recommendation, solicitation, or representation made by EAC in deciding to pursue adoption of the Child.
- 2. Medical Information. EAC has not and will not either physically examine the Child or prepare any medical information regarding the Child for submission to Prospective Parents. All medical and social records and histories that have been and may be provided to Prospective Parents regarding the Child are prepared by Congolese authorities, may be inaccurate and are, and will continue to be, incomplete and unreliable; translations of medical reports and histories regarding the Child or biological parents of the Child may be incomplete and/or inaccurate; the availability of complete or current medical and social information regarding the Child and the biological parents of the Child is highly unlikely; medical information regarding the Child provided to Prospective Parents in Congo may differ from other_medical information regarding the Child available in Congo; and, in addition to the medical information previously provided to Prospective Parents, new and sometimes conflicting medical information regarding the Child may be provided to Prospective Parents by various Congolese authorities prior to, at the time of, or after completion of the adoption of the Child. EAC has not made and will not make any representation or assurance whatsoever regarding either the medical information about the Child submitted at any time to Prospective Parents, or the medical and social histories of the biological parents of the Child. Prospective parents understand that after execution of this Request to Proceed with Adoption Related Services, Prospective Parents will not have the opportunity to request additional medical information regarding the Child, and EAC will not be obligated to provide such information.
- 3. Medical Condition of Child. A large majority of children available for international adoption experience mild to severe developmental, emotional, physical and/or cultural difficulties and there is a substantial risk that the Child does or will experience one or more of such difficulties. Prospective Parents should expect that the Child currently has unknown and/or undiagnosed medical conditions, some of which may be associated with the medical and social histories of the biological parents of the Child. EAC makes no representations or assurances whatsoever regarding the past, current or future health of the Child.
- 4. Independent Actions. During the adoption process, Prospective Parents may receive medical information regarding the Child. Due to the unreliability of the medical information regarding the Child and the possibility that documents regarding the Child may have been inaccurately or incompletely translated, Prospective Parents are and have been advised by EAC to procure an independent medical evaluation of the Child and an independent translation of all documents that are made available to Prospective Parents regarding the Child.
- 5. Completion of Adoption. Not all referrals of children result in the completion of an international adoption, and consequently, the adoption of the Child by Prospective Parents is not assured. Prospective Parents must adopt the Child in the Congolese region of the Child's domicile and pursuant to the laws of the Department of Social Welfare and that region. EAC will monitor the status of the laws applicable to the adoption of the Child, but foreign adoption laws, customs and court procedures frequently change with little or no notice. There can be no assurance that laws, customs and court procedures currently in effect will be in effect at the time of the adoption of the Child. Adoption of the Child by Prospective Parents is not subject to regular scheduling and the completion of the adoption may occur at any time. EAC has not made and will not make any representation or assurance with respect to the time for the completion of the adoption of the Child.
- 6. <u>EAC Services and Fees.</u> Fees for EAC services in assisting Prospective Parents with the adoption of the Child are as set forth in the Services Agreement. EAC's obligation to provide services to Prospective Parents is subject to the terms and conditions of the Services Agreement, and the payment of all fees set forth in the Services Agreement. This document supplements but does not supersede or otherwise modify the acknowledgements, agreements, terms and conditions contained in the Services Agreement all of which are and shall remain in full force and effect.
- 7. Foreign Program Fees. During the adoption process, Prospective Parents will be required to pay Foreign Program Fees described in the Service Agreement and Addendum C to the Service Agreement. EAC will advise Prospective Parents regarding the current amount and method for payment of such fees, all of which must be paid in full prior to completing the adoption of the Child. Foreign Program Fees and in-country expenses are payable in addition to fees payable to EAC under the Services Agreement, and neither the Foreign Program Fees nor the fees payable to EAC include the costs of airfare and other domestic, Congolese and international travel, lodging, meals, visa charges, United States medical examinations, and other incidental costs involved with Congolese adoptions, all of which will be paid as incurred by Prospective Parents.

EXHIBIT 1

(11/5/2012)

- 8. <u>Termination of Services</u>. In accordance with the Services Agreement, at any time before Applicant(s) adopt the Child, EAC, in its sole discretion, may terminate its services. Upon any such termination of services, unless EAC and Prospective Parents agree otherwise, refund of the fees paid to EAC, and EAC's liability with respect to Foreign Program Fees paid by Prospective Parents will be governed by the terms of the Services Agreement.
- 9. Refusal to Adopt. If Prospective Parents terminate the Services Agreement, withdraw acceptance of the referral of the Child, cease efforts to adopt the Child, or otherwise refuse to complete the adoption of the Child, Prospective Parents agree to execute and deliver to EAC a document, in form acceptable to EAC, evidencing Prospective Parents' refusal to adopt the Child.
- 10. Postplacement. Prospective Parents acknowledge that Prospective Parents have been informed of the current Congolese and/or EAC postplacement requirements that such requirements are subject to change, and that such changes may be applicable to Prospective Parents and the Child retroactively. Upon completion of the adoption of the Child, Prospective Parents will register the Child with the Congolese authorities prior to returning to the United States unless the appropriate governmental offices are unavailable prior to departure, in which case, Prospective Parents will register the Child with the United States Congolese Consulate within three (3) months of adoption. Prospective Parents will comply with all Congolese and/or EAC postplacement reporting requirements in a timely fashion, including without limitation, the current requirements to maintain Congolese registration of the Child until the Child reaches the age of majority. Prospective Parents agree to indemnify and hold EAC harmless from, against and in respect of all claims, losses, liabilities, damages, costs, and expenses, including without limitation, attorneys fees, arising out of a failure by Prospective Parents to comply with all Congolese and/or EAC postplacement requirements.
- Additional Documents; Limited Power of Attorney. Prospective Parents will submit to EAC, in timely fashion, all documents required to complete adoption of the Child as requested by EAC. All such documents must be notarized and apostilled as directed by EAC. Prospective Parents will also provide such additional documents and/or update or change any document to be submitted by Prospective Parents as required by EAC or Congolese authorities and whether or not EAC has previously approved any document to be changed and/or updated. All such additional updates will be completed by Prospective Parents, authenticated and promptly delivered to EAC. To the extent deemed necessary or expedient by EAC, and provided that EAC completes such documents in accordance with information provided to EAC by Prospective Parents, Prospective Parents hereby grant to EAC and its agents and employees a limited power of attorney to complete and sign on behalf of Prospective Parents any and all documents required to be submitted to foreign governments, agencies, orphanages and/or courts but only for the purposes of completing adoption of the Child. This power of attorney shall remain in full force and effect until EAC receives a written revocation of the power from Prospective Parents.
- 12. <u>Foreign Services</u>. Persons employed by EAC or otherwise providing services to EAC or Prospective Parents in Congo are authorized only to assist Prospective Parents in the preparation of documents and the submission of those documents to Congolese authorities and are not authorized to obtain for or present to Prospective Parents any medical or other information regarding the Child or the biological parents of the Child.
- 13. Waiver. Prospective Parents acknowledge that Prospective Parents have been given the opportunity to observe, measure, and video record and the Child, and to have their observations, measurements, and video recordings reviewed ad evaluated by a physician of their choice.

evaluations to their satisfaction; or

Initials

Date

Prospective Parents have completed all observations, measurements, video recordings and medical

□/	Pros	pective Parents waive the opportunity to obtain measurements and video recordi	ngs and to have such
Initials	Date meas	surements and video recordings reviewed and evaluated by a physician of their of	choice.
Prospective Parents are to complete all	of the following (Please	Hand Print in Pen):	
BIOGRAPHICAL INFORMATION OF CHI	LD:	PROSPECTIVE PARENTS:	
Name (Foreign):		Name: Bari L. Courts	
Date of Birth:		Name: Carolyn K. Coverts	
Current Congolese Domicile:		Address: 1139 Wellesley Ave Batavia Oh 4510	3
By signing this document below, each	Prospective Parent stat	tes that he or she has read and understands all of the foregoing, under	
services by European Adoption Cons	ultants, Incorporated is	subject to all of the foregoing, and does hereby request that Europ	ean Adoption Consultants
Incorporated assist Prospective Parents	with the adoption of the	Child, subject to and in accordance with the foregoing.	
Bar I Ceases	12/2/1	2 Carolin K Courts	12/2/13
Signature of Prospective Parent	Date	Signature of Prospective Parent	Date
Bari L Gurts	5	CarolyNK. Courts	-
Please Print Name		Please Print Name	

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EXHIBIT 2 (5/2/2013)

ACKNOWLEDGEMENT OF REFERRAL PROCEDURES

Referrals of children for international adoption are made by foreign governments and agencies and not by European Adoption Consultants, Incorporated ("EAC"). All medical and other information regarding children available for international adoptions is provided by foreign governments, orphanages, and agencies and not EAC. EAC will not physically examine any child referred to Applicant(s) for international adoption, evaluate the medical condition or social history of any child or the biological parents of any child, or prepare any medical information regarding the child to be adopted by Applicant(s).

One trip to Congo is required in order to complete an international adoption. During this trip you may:

- Observe, measure, video record, and otherwise examine the child. Digital recording is the preferred method so as to allow for rapid transmission of recordings.
- Forward video recordings of the child to a physician selected by Applicant(s) for medical review and evaluation. In most cases, this will require travel from the local region where the child is located to the nearest major city, and a return to the region to accept or reject the child.
- All children available for international adoption are wards of the orphanage in which they reside
 and the orphanage director is not required to allow any child to be taken out of the facility in which
 the child resides.

As a result of the foregoing procedures, the initial visit will be extended a minimum of three (3) days.

Waive medical evaluation and/or video review.

Applicant(s) further agree and understand that Applicant(s), and not EAC, are responsible for all of the following:

- Prior to embarking on your visit to Congo:
 - Providing all equipment necessary to video record the child, and assuring that such equipment is compatible with the equipment used by the physician selected by Applicant(s) to review recordings.
 - Obtaining an appointment with the physician of their choice to review video recordings.

EXHIBIT 2 (3/4/2013)

 Providing EAC with the name and telephone number of the physician chosen by Applicant(s) to review the recordings of the child, and the date and time of Applicant(s)'video feed appointment with that physician.

If Applicant(s) have accepted referral of a child, Applicant(s) understand and agree that no additional medical or other information will be provided regarding the child by EAC or anyone else.

All medical information, social and family histories and other information deemed necessary by Applicant(s) in order to make the decision to adopt the child are to be obtained by Applicant(s) prior to accepting referral of a child. If Applicant(s) accept a referral of a child for adoption by executing an acceptance in the region involved, and subsequently refuse to adopt the child, in-country expenses paid by Applicant(s) and any donations made by Applicant(s) will not be refunded. In the event that Applicant(s) refuse to complete the adoption of a child after written acceptance of a referral in Congo, Applicant(s) agree to provide EAC with two (2) original letters of refusal as well as two (2) original letters of refusal addressed to the regional authority making the referral of the child within forty eight (48) hours of refusal.

At any time, Applicant(s) may waive medical review of the child or any other opportunity available to them. Applicant(s) agree and understand that making a written acceptance of a referral of a child either with or without medical review will constitute both an agreement and acknowledgement by Applicant(s) that Applicant(s) have sufficient information to make a reasoned decision to proceed with adoption, and a waiver of Applicant(s) opportunity to make a video recording of the child to be adopted and to have that recording reviewed by the physician of Applicant(s) choice.

By signing this document below, each Applicant states that he or she has read and understands all of the foregoing,

Signature of Applicant

Date

Print Name

Carolyn K. Courts

Signature of Applicant

Date

Print Name