



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 **BUYER:** The undersigned Sicilia LLC offers to buy the following
2 described property located at: 3030 W 46th st
3 Cleveland, ohio, Ohio, (the "Property"). Permanent Parcel No. 006-24-082

4 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant
5 rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the Property: all
6 electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows,
7 curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and ALL controls; all
8 permanently attached carpeting. The following items shall also remain: satellite dish; range and oven microwave; kitchen
9 refrigerator; dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas grill;
10 fireplace tools; screen; glass doors; fireplace grates; all existing window treatments; ceiling fan(s); wood burner stove
11 inserts; gas logs; and water softener.

12 **Also included:** N/A

13 **NOT included:** N/A

14 **SECONDARY OFFER:** This is not a secondary offer. This secondary offer, if applicable, will become a primary offer upon
15 BUYER'S receipt of a signed copy of the release of the primary offer on or before _____ . BUYER shall have
16 the right to terminate this secondary offer at any time prior to BUYER'S receipt of said copy of the release of the primary offer by
17 delivering written notice to the SELLER or to SELLER'S agent. BUYER shall deposit earnest money within four (4) days of becoming
18 the primary offer.

19 **PRICE:** BUYER shall pay the sum of \$7,500
20 payable as follows:

21 **Earnest Money** paid to Escrow Agent or Broker will be deposited
22 in a non-interest bearing trust account and credited
23 against purchase price: \$1,000

- 24 Check to be made payable to Broker or Escrow Agent and deposited immediately upon the formation of a binding Agreement
- 25 Note to be redeemed within four (4) days after formation of a binding Agreement, as defined herein.

26 Cash down payment to be deposited in escrow: \$N/A

27 Mortgage loan to be obtained by BUYER: \$N/A

28 CONVENTIONAL, FHA, VA, CASH, OTHER _____

29 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within
30 N/A days after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on or about
31 N/A. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this AGREEMENT
32 shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to
33 the BUYER without any further liability of either party to the other or to Broker and their agents. If within two years from the date
34 the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed instructions
35 or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest money to BUYER
36 with no further notice to Seller.

37 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending
38 institution or escrow agent on or before 02/02/2017 and title shall be transferred on or about
39 02/02/2017

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49 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after recording
50 of the Deed or 02/03/2017 whichever is later. BUYER agrees to transfer utilities commencing on the
51 date of possession.

52 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release
53 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such
54 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or
55 value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and
56 payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance
57 from Innovative title _____ in the amount of the purchase price with cost of the insuring
58 premium split equally between SELLER and BUYER, unless the parties otherwise agree in writing, the title company also shall
59 serve as the Escrow Agent. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER
60 may either a) accept title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT,
61 in which case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and both BUYER
62 and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

63
64
65 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments,
66 and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date of recording of the
67 Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties are advised to consult
68 with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may not accurately reflect
69 the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax duplicate for the calendar year
70 of closing becomes available. If the Property is new construction and recently completed or in the process of completion at the
71 time of the Agreement, then the Escrow Agent is instructed to make a good faith estimate of the taxes to be owed on the value of
72 the improved Property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net proceeds to pay those
73 taxes when they become due and payable after title transfer. The Escrow Agent is instructed to release the balance of the funds on
74 reserve once it receives notice from the county auditor that the taxes on the land and improvements have been paid in full to the
75 date of title transfer. The Escrow Agent shall withhold \$200 _____ from SELLER to secure payment of final water and sewer
76 charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment of said charges and remit
77 any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.) BUYER
78 SELLER agrees to pay the amount of such recoupment.

79
80 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's
81 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through
82 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
83 BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due
84 BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other N/A _____ (unless
85 VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER
86 shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. Tenant security deposits, if
87 any, shall be credited in escrow to the BUYER.

88
89 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-half
90 the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; and d)
91 other N/A _____

92
93 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which will
94 will not be provided from Americas Preferred Home Warranty, Inc. or _____ at a cost
95 of \$N/A _____ which shall be charged to SELLER BUYER through escrow at title transfer. The parties
96 acknowledge that the limited home warranty does not cover pre-existing defects in the Property and that Broker may receive a fee
97 from the warranty provider.

98
99 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice within
100 the specified number of days from the date of Acceptance, as herein defined. BUYER agrees that BUYER is solely
101 responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from any and all
102 liability regarding the selection or retention of inspector(s).

103
104 **If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent
105 and Broker. BUYER understands that all real property and improvements may contain defects and conditions that are
106 not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents do not
107 guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is BUYER'S own
108 duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the
109 condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR
110 FHA/VA DO NOT REPLACE THE NEED FOR BUYER INSPECTIONS.**

S P

Choice	Inspection		Expense	
	Yes	No	BUYER	SELLER
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GENERAL HOME _____ days	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	WATER POTABILITY _____ days	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	WELL FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	RADON _____ days	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	OTHER _____ days	<input type="checkbox"/>	<input type="checkbox"/>	

(Specify) N/A

WAIVER *EHE* (Initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) remove the Inspection contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to SELLER agreeing to have specific items identified in a written inspection report repaired by a qualified contractor in a professional manner at SELLER'S expense; or c) terminate this AGREEMENT if written inspection report(s) identify material latent defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment to Purchase Agreement removing the inspection contingency and this Agreement will proceed in full force and effect. If the Property is accepted subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not signed by both parties within those three (3) days, then this Agreement shall be null and void and SELLER and BUYER agree to sign a mutual release. If the BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, then BUYER shall provide a copy of the written inspection report to the SELLER and both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER without any further liability of either party to the other or to Broker(s).

The parties may agree IN WRITING to extend the dates for inspections, repairs, or the deadline for exercising their right to terminate the Agreement. SELLER agrees to provide reasonable access to the Property for BUYER to review and approve any conditions corrected by SELLER.

Yes No
 Yes No **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on said premises shall be made by a licensed inspection or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and such agency's written report shall be made available to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair and treatment if the cost exceeds \$500.00.

Yes No
 Yes No **LEAD BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10) days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the Property in its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent.

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176 BUYER has ^{ENE} 01/19/17 (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD
177 IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."
178

179 BUYER HAS NOT (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
180 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
181 (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the
182 information contained on the disclosure form within _____ days from receipt.
183

184 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's department
185 pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate and agrees to
186 inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own inquiry with the
187 local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.
188

189 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS IS"
190 PRESENT PHYSICAL CONDITION, including any defects disclosed by the SELLER on the State of Ohio Residential Property
191 Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
192 Acceptance as herein defined and the date of recording of the deed.
193

194 BUYER HAS ^{ENE} 01/19/17 (BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by SELLER
195 on _____ (date) prior to writing this offer.
196

197 BUYER HAS NOT (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This offer
198 is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the information
199 contained on the disclosure form within _____ days from receipt. SELLER shall pay all costs for the repair of any gas line leak
200 found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local
201 governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from
202 government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall
203 have _____ () days after receipt by BUYER of all notices to agree in writing which party will be responsible for the
204 correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT
205 may be declared null and void by either party.
206

207 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER has completed the Residential Property
208 Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made by
209 the SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or
210 investigate the information provided by the SELLER on that form. BUYER has not relied on any representation by the Broker(s)
211 and/or any agent(s) regarding the use or condition of the Property, square footage, zoning, lot dimensions, homeowners' fees, public
212 and private assessments, utility bills, taxes or special assessments except as listed below (if none, indicate "none"):
213

214 N/A
215

216 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior
217 to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or
218 terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase
219 price, then SELLER shall restore the Property to its prior condition.
220

221 **EARNEST MONEY:** Unless otherwise specified herein, the Earnest Money shall be retained in the Broker's trust account until
222 title transfer, at which time the parties agree that it will be applied to any commission due to the Broker. Earnest Money in
223 excess of the Broker's earned commission shall be forwarded to the Escrow Agent in advance of title transfer. In the event of
224 a dispute over the Earnest Money, the parties acknowledge and agree that the Broker shall, as required by Ohio law, hold
225 Earnest Money in the Broker's non-interest bearing trust account pending the Broker's receipt of either: (1) mutual written
226 authorization of the parties as to disbursement; or (2) a final court order authorizing disbursement of the funds.
227

228 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur when
229 the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice of such
230 signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda, shall become
231 an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This Agreement shall be made
232 part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow not
233 inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER shall survive
234 delivery and recording of the Deed.
235

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236 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential Property
237 Disclosure Form VA FHA FHA Home Inspection Notice "For Your Protection" Condominium Addendum Walk
238 through House Sale Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Addendum
239 Other _____ are made part of this Agreement. **The terms and conditions of any addenda**
240 **supersede any conflicting terms of the Agreement.**

241 Ernie H. Ebdoney dotloop verified 01/19/17 8:41PM EST KBE-LGYP-WCNZ-52EL
242 _____
243 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

244 _____
245 _____
246 _____
247 (BUYER) Date (Telephone) (E-MAIL ADDRESS)

250 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a check made payable to Innovative Title serving as
251 Depository; (OR note in for the earnest money, subject to terms of the above offer.

252 By Raguel Dejesus dotloop verified 01/19/17 8:43PM EST R0TM-UY4N-JVNY-0LJ Office: Keller Williams GCSW Phone: 1440-572-1200

255 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER'S escrow funds
256 a commission of PER MLS \$1000 percent (FLAT %) of the purchase price to
257 Keller Williams Realty Greater Cleveland Southwest (Broker)
258 at (address) 18318 Pearl Road Strongsville, OH 44136 and _____
259 percent (_____ %) of the purchase price to _____
260 (cooperating broker, if any, at the following address) _____

261 _____
262 _____
263 Sally Davis
264 (SELLER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

265 _____
266 SALLY DAVIS
267 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)

270 *The following information is provided solely for the Multiple Listing Services' use and will be completed by the Brokers*
271 *or their agents and is not part of the terms of the Agreement.*

272 **Multiple Listing Information**

274 201100306 5 Christopher C Kaylor
275 (Listing agent license #) (Listing agent name)

276 _____
277 Realty Trust Services
278 (Listing broker office #) (Listing broker name)

280 2014002407 Raguel Dejesus
281 (Selling agent license #) (Selling agent name)

282 _____
283 2717 Keller Williams Greater Cleveland Southwest
284 (Selling broker license #) (Selling broker)



WALK THROUGH ADDENDUM

The following provisions are part of the Offer to Purchase Real estate and Acceptance between Emad H. Elbadawy (BUYER) and _____ (SELLER)

for the Property located at 3030 West 46th Street, Cleveland, OH 44102, Ohio, with offer dated 01/19/2017.

The parties hereby agree as follows:

1. Buyer will be given an opportunity to walk through the Property on or about 2 day(s) prior to title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement. Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer's viewing or inspection of the Property. In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either: (a) held in escrow from Seller's proceeds pending correction of the material adverse change; or (b) credited to Buyer through escrow at the time of title transfer.
2. The Property shall be in ~~broom~~ clean condition and free of all personal property and debris at the time of possession.

BUYER: Emad H. Elbadawy dotloop verified
01/19/17 8:41PM EST
M2Y-HZK9-CGBL-080C

SELLER: [Signature]

BUYER: _____

SELLER: _____

DATE: 01/19/2017

DATE: 1-20-17





STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials SD Date 12-29-16
Owner's Initials _____ Date _____

Purchaser's Initials EHE Date _____
Purchaser's Initials _____ Date _____
01/29/17 8:41PM EST



own nerve like here in this house
STATE OF OHIO DEPARTMENT OF COMMERCE 2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301.5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

Owners Name(s):

Sally Davis

Date: 9-26-16, 20

Owner is is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) Yes No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No If "Yes", please describe and indicate any repairs completed:

Owner's Initials SD Date 9-26-16

Purchaser's Initials EHE Date 01/19/17

Property Address _____

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backlog; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials SD Date 12-29-16
Owner's Initials _____ Date _____

Purchaser's Initials EHE Date _____
Purchaser's Initials 01/19/17 8:41PM EST Date _____

*Property Address _____

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No

If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain? Yes No Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No

If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials SD Date 12-29-16
Owner's Initials _____ Date _____

Purchaser's Initials EHE Date _____
Purchaser's Initials _____ Date _____
01/19/17 8:41PM EST

Property Address _____

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Daryl W. Wain DATE: 12-29-16
OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute removal of any disclosed condition as represented herein by the owner.

PURCHASER: Enad H. Elhadary dotloop verified
01/19/17 8:41PM EST
G7VYJGGI-WM2M4TVF DATE: _____
PURCHASER: _____ DATE: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 3030 W 46th Cleveland

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Enad H. Elhadawy</u>	dotloop verified 01/19/17 8:41PM EST 4FDB-IBRC-8KJU-HWDF	<u>12-29-16</u>	<u>Raquel DeJesus</u>	dotloop verified 01/19/17 11:31AM EST YDP6-4MJQ-DSIS-B3DO	<u>12-29-16</u>
Purchaser		Date	Agent		Date



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 3030 West 46th Street, Cleveland, OH 44102

Buyer(s): Sicilia LLC

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Raquel Dejesus AGENT(S), and Keller Williams Greater Cleveland SW BROKERAGE

The seller will be represented by Christopher C Kaylor AGENT(S), and Realty Trust Services BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Ernie H. Etchberry
BUYER/TENANT
dotloop verified
01/19/17 8:41PM EST
MDK-BU4P-COHL-BCWB

BUYER/TENANT

Dolly Wei 1-2017
SELLER/LANDLORD

SELLER/LANDLORD

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.



Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.



Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Buyer's Initials:  
01/19/17
8:41PM EST

Seller's Initials:  

CONSUMER GUIDE TO AGENCY RELATIONSHIPS KELLER WILLIAMS® REALTY GREATER CLEVELAND SOUTHWEST

We are pleased you have selected **Keller Williams® Realty Greater Cleveland Southwest** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Keller Williams® Realty Greater Cleveland Southwest can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

Representing the Sellers

Most sellers of real estate choose to list their home 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 the seller's agent, 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 they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction 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 they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above 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 for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Working With Keller Williams® Realty Greater Cleveland Southwest

Keller Williams® Realty Greater Cleveland Southwest does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Keller Williams® Realty Greater Cleveland Southwest** and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Keller Williams® Realty Greater Cleveland Southwest** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.



CONSUMER GUIDE TO AGENCY RELATIONSHIPS **KELLER WILLIAMS® REALTY GREATER CLEVELAND SOUTHWEST**

In the event that both the buyer and seller are represented by the same agent, the agent and **Keller Williams® Realty Greater Cleveland Southwest** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. 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, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Keller Williams® Realty Greater Cleveland Southwest** has listed. In that instance, **Keller Williams® Realty Greater Cleveland Southwest** will represent the seller and you would represent your own best interests. 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.

Working With Other Brokerages

When **Keller Williams® Realty Greater Cleveland Southwest** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Keller Williams® Realty Greater Cleveland Southwest** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Keller Williams® Realty Greater Cleveland Southwest** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Keller Williams® Realty Greater Cleveland Southwest** will be representing your interests. When acting as a buyer's agent, **Keller Williams® Realty Greater Cleveland Southwest** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

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.A. 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. (Effective: 3/25/08)

We hope you find this information to be helpful to you 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 brokerages. Please ask questions if there is anything you do not understand.




CONSUMER GUIDE TO AGENCY RELATIONSHIPS KELLER WILLIAMS® REALTY GREATER CLEVELAND SOUTHWEST

You have been presented with Keller Williams® Realty Greater Cleveland Southwest "Consumer Guide to Agency Relationships". Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide.

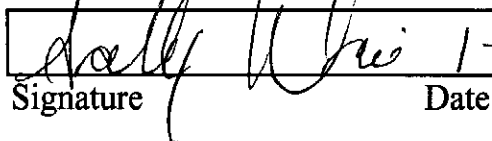
Your signature will not obligate you to work with our company if you do not choose to do so.

Emad H. Elbadawy
Name (Please Print)

Sally Davis
Name (Please Print)


Signature Date

dotloop verified
01/19/17 8:41PM EST
R0X6-PHG-6ZMX-HLM6


Signature Date

1-20-17



For Your Protection: Get a Home Inspection

Name of Buyer(s) Sicilia LLC

Property Address 3030 West 46th Street, Cleveland, OH 44102

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems.
- Identify items that need to be repaired or replaced.
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- To estimate the market value of a house.
- To make sure that the house meets FHA minimum property standards/requirements.
- To make sure that the house is marketable.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I / We understand the importance of getting an independent home inspection. I / We have considered this before signing a contract with the seller for a home.

- I / We choose to have a home inspection performed.
- I / We choose not to have a home inspection performed.
- I / We have received a list of at least 3 qualified inspectors.

X *Emad H. Elhadawy*
Signature & Date

dotloop verified
01/19/17 8:41PM EST
CLNF-VWFP-25UV-X9DI

X *John W. Wei* 1-20-17
Signature & Date