



## ADDENDUM WIRE FRAUD DISCLOSURE – PROTECT YOURSELF



**Property Address:** 620 Oak Street, Medina, 44256

All parties to the real estate transaction should be aware of the increasing fraudulent activity occurring in the real estate industry. Russell Real Estate Services has put together the following addendum to warn its clients/customers of a wire fraud scheme that is happening in the Ohio Real Estate Market. Please read the following warning.

**PLEASE NOTE:**

**EFFECTIVE APRIL 6, 2017, BY OHIO LAW, A TITLE COMPANY OR CLOSING AGENT CAN ONLY ACCEPT A WIRE TRANSFER OF FUNDS FOR CLOSING IF THE TOTAL AMOUNT REQUIRED TO CLOSE EXCEEDS \$1,000.00.  
VERIFY WIRE INSTRUCTIONS WITH CLOSING AGENT BY TELEPHONE.**

**WARNING:**

**DO NOT SEND ACH OR DIRECT DEBITS - ONLY WIRES.  
DO NOT AUTHORIZE YOUR BANK TO SEND ANY OTHER TYPE OF FUNDS.  
DO NOT ACCEPT NEW, REVISED OR ALTERED WIRE INSTRUCTIONS WITHOUT CALLING  
THE TITLE COMPANY YOU ARE WORKING WITH TO VERIFY THE REVISION.**

**WE HAVE BEEN ALERTED OF FRAUDULENT EMAIL MESSAGES  
CONTAINING INCORRECT WIRE INSTRUCTIONS.**

Additionally, it is important to carefully review the address that any e-mail was sent from to verify it is a valid email, and be suspicious especially if there are typos in the email addresses (a period where there was none before (hackerbad@email.com is changed to hacker.bad@email.com), a slight change in a number in an email address (hacker123@email.com is changed to hacker122@email.com) or poor grammar in the message.

All parties to the transaction should heed the above warnings. As a consumer, you are advised to carefully inquire with your lender and title/closing service provider as to their policies, procedures and safeguards against and to prevent wire fraud.

If you are working with Newman Title Agency, Ltd. It will rarely change their wiring instructions. If an email account is hacked, you may receive a message and it will strongly advise that funds be wired immediately to a different account to avoid any delays with the closing. The fraudulent email will often reference a prior email and wire amounts contained in the original email, so it *appears to be valid*. Usually it is asking for the funds to be directed to an account owned by an unrelated party to the transaction. If the email requires a sense of urgency for this wire to be sent, this should also be a red flag. Call Newman Title Agency, LTD. 800-245-8485 or your title/closing service provider immediately.

Newman Title Agency, Ltd. has several procedures in place when Newman Title Agency, Ltd. is requested to wire funds out as well. Newman Title Agency, Ltd. will always require wiring instructions to be in writing and the form also be notarized to permit them to wire seller's proceeds. In addition, Newman Title Agency, Ltd. will often reach out verbally to confirm wiring instructions, as Newman Title Agency, Ltd. wants to make sure that information provided to Newman Title Agency, Ltd. was not compromised in any manner.

Newman Title Agency Ltd. has an approval process in place in their wire department where it is verified that the seller's proceeds are being paid to the party that title to the property is vested in ONLY. If a trust or corporation is in title, the check or wire must be paid to the trust or corporation itself, not an individual person.

If you are not using Newman Title Agency, Ltd., it is important for you to follow the steps above to minimize your risk or any wire fraud taking place.

**ACKNOWLEDGEMENT:** Russell Real Estate Services is providing this Addendum to make you aware of the increase in wire fraud and proactive steps to attempt to prevent wire fraud to ensure a smooth transaction and help protect one of the most important investments in your life. Russell Real Estate Services its agents and employees are not responsible for any funds that are wired to a false account by any client/customer in a Real Estate transaction and you hereby release Russell Real Estate Services, it's agents and employees from any and all liability in regard to any occurrence of or the potential occurrence of a wire fraud.

We hereby state that we have read, understand and acknowledge receipt of this addendum.

<p><b>SELLER:</b> <span style="border: 1px solid black; display: inline-block; width: 250px; height: 20px; vertical-align: middle;"></span> <small>09/21/2017</small></p> <p style="text-align: center;"><i>[Signature]</i> Date</p> <p style="text-align: center;">Realife Cleveland 2 LLC Print Name</p>	<p><b>BUYER:</b> <span style="border: 1px solid black; display: inline-block; width: 250px; height: 20px; vertical-align: middle;"></span> <small>dotloop verified 08/30/17 1:01PM EDT D5PM-PFCS-QVLA-ND04</small></p> <p style="text-align: center;"><i>Richard Lawson</i> Signature</p> <p style="text-align: center;">Richard Lawson Print Name</p>
<p><b>SELLER:</b> <span style="border: 1px solid black; display: inline-block; width: 250px; height: 20px; vertical-align: middle;"></span></p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Date</p> <p style="text-align: center;">Print Name</p>	<p><b>BUYER:</b> <span style="border: 1px solid black; display: inline-block; width: 250px; height: 20px; vertical-align: middle;"></span> <small>dotloop verified 08/30/17 1:01PM EDT QZIO-UQRI-UX9G-YSJJ</small></p> <p style="text-align: center;"><i>Richard Lawson</i> Signature</p> <p style="text-align: center;">Richard Lawson Print Name</p>



# 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: 620 Oak Street, Medina, 44256

Buyer(s): Richard Lawson

Seller(s): Realife Cleveland 2 LLC

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Laurie OBrien AGENT(S), and Russell Real Estate Services BROKERAGE

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

Richard Lawson dotloop verified 08/30/17 1:01PM EDT F9CW-FGGL-JJYE-LNPK  
 BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
 \_\_\_\_\_  
 BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
 SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_  
 \_\_\_\_\_  
 SELLER/LANDLORD [Signature] \_\_\_\_\_ DATE 09/21/2017

# 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



RL  
08/30/17  
1:01PM EDT

YK 09/21/2017

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

**Property:** 620 Oak Street, Medina, 44256

**Date:** 08/30/2017

**From: Russell Real Estate Services**

**THIS IS TO GIVE NOTICE THAT** The Russell Realty Company, DBA: Russell Real Estate Services, its shareholders, the Russell Real Estate Services Agent(s) (as disclosed below) involved in this transaction and/or Real Estate Broker may have a business relationship with the following entities:

**Newman Title Agency, Ltd.** is a joint venture owned by Alliance Holding Company, LLC (50.1%), The Russell Realty Company (14.9%), Ronald N. Russell (10%) and many of the agents of Russell Real Estate Services (25%). Because of this relationship, this referral may provide a financial or other benefit to The Russell Realty Company and the Russell Real Estate Services Agent(s) in this transaction who are owner(s)/member(s) of said joint venture company as disclosed below.

The Managing Member of Newman Title Agency, Ltd. is Alliance Holding Company, LLC, a wholly owned subsidiary of Title Alliance Ltd. Newman Title Agency, Ltd. is an authorized agent for First American Title Insurance Company and Old Republic National Title Insurance Company. Set forth below are the estimated charges or range of charges by for the following settlement services listed:

Title Insurance Premium*	Title Examination Fee by County		Closing Fee per side by County (based on where the settlement occurs)	
As filed with the State of Ohio	Cuyahoga: \$ 325.00	Geauga: \$ 350.00	Cuyahoga: \$ 350.00	Geauga: \$ 350.00
	Portage: \$ 295.00	Lake: \$ 350.00	Portage: \$ 295.00	Lake: \$ 350.00
Title Commitment Fee: \$100.00	Summit: \$ 250.00	Lorain: \$ 325.00	Summit: \$ 250.00	Lorain: \$ 325.00
	Wayne: \$ 150.00	Medina: \$ 225.00	Wayne: \$ 150.00	Medina: \$ 250.00
	Sandusky: \$ 225.00	Erie: \$ 250.00	Sandusky: \$ 225.00	Erie: \$ 250.00
	Huron: \$ 225.00	Ashland: \$ 150.00	Huron: \$ 225.00	Ashland: \$ 150.00
	Ottawa: \$ 240.00	Mahoning: \$ 295.00	Ottawa: \$ 225.00	Mahoning \$ 295.00
		Stark \$ 250.00	Stark \$ 250.00	

\*May be less if prior title evidence is available.

**Russell Insurance and Investments, LLC**, an Ohio Limited Liability Company owned by Ronald N. Russell (45%) and many of the agents of Russell Real Estate Services (45%) and up to (10%) owned by the licensed insurance agents of Russell Insurance and Investments, LLC. Because of this relationship, your engagement of Russell Insurance and Investment LLC to assist in placing an insurance policy may provide a financial or other benefit to The Russell Realty Company owners and those Agent(s) involved in this transaction who are owner(s)/member(s) of said limited liability company as disclosed below. **Policies for homes ranging from \$50,000 to \$500,000 typically are priced at approximately \$400 - \$2,000+ per year.**

**The Russell Realty Company DBA: Russell Real Estate Services Agent Disclosure Acknowledgement:**

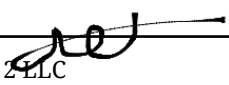
The following Russell Real Estate Services Listing Agent(s) \_\_\_\_\_  
has/have a financial interest in Newman Title Investors, Ltd. and Russell Insurance and Investments, LLC equal to or less than 5%.



The following Russell Real Estate Services Buyer Agent(s) \_\_\_\_\_  
has/have a financial interest in Newman Title Investors, Ltd. and Russell Insurance and Investments, LLC equal to or less than 5%.

You are **NOT** required to use and/or purchase any service/product from or through Russell Insurance and Investments, LLC or Newman Title Agency, Ltd. as a condition for purchase, sale or refinance of the subject property. **There are other companies and agencies available that sell similar services/products. You may, and are advised to, inquire with other individuals and/or entities to determine if you are receiving the best services/products, and the best price/rate for said products/services.** Please note that a lender is allowed, however, to require the use of an attorney, credit reporting agency, or real estate appraiser chosen to represent lender's interest.

**ACKNOWLEDGEMENT: I/We have read this disclosure form, and understand that The Russell Realty Company, DBA: Russell Real Estate Services® and their Agent(s) are referring me/us to purchase the above described services from Russell Insurance and Investments, LLC and Newman Title Agency, Ltd. and Russell Real Estate Services, it owners, and the Agent(s) checked/disclosed above may receive income or other benefit as a result of the referral and our engagement of either company.**

**I/We, the undersigned, acknowledge that I/we have read, understand and received a copy of this disclosure form.**

  
 Seller \_\_\_\_\_ Date 09/21/2017  
 Realife Cleveland 2 LLC  
 Print Name \_\_\_\_\_  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

  
 Buyer Richard Lawson Date \_\_\_\_\_  
 Print Name Richard Lawson  
  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_



# RUSSELL REAL ESTATE SERVICES HMS SERVICE AGREEMENT DISCLOSURE



**Property:** 620 Oak Street, Medina, 44256

**Date:** 08/30/2017

As a convenience and service to our clients, customers and individuals who are involved in a real estate transaction with The Russell Realty Company, DBA; Russell Real Estate Services, we have entered into a Service Agreement with HMS Home Warranty/HMS National, Inc. (HMS). This relationship is provided to offer a source of service related to a real estate transaction from a respected provider of their service.

Russell Real Estate Services does not own or have an equity ownership interest in HMS National, Inc. (HMS), the service provider below. However, because of our Service Agreement, our advertisement of the listed service provider may provide a financial or other benefit to The Russell Realty Company, its' shareholders, and or Real Estate Broker.




**HMS Home Warranty/HMS National, Inc. (HMS)** is a provider of limited home warranties and has a business relationship with The Russell Realty Company under the terms of a Service Agreement. HMS may provide a financial or other benefit to The Russell Realty Company under the terms of this Service Agreement. Premiums for a one year limited home warranty range start at \$489 for basic coverage and

increase depending on equipment and systems in the structure and options selected. The existence of this Service Agreement does not increase the cost of the limited home warranty to the public.

You are **NOT** required to use and/or purchase any service/product from or through HMS National, Inc. (HMS) as a condition for purchase, sale or refinance of the subject property. **There are other companies and agencies available that sell similar services/products. You may, and are advised to, inquire with other individuals and/or entities to determine if you are receiving the best services/products, and at the best price/rate for said products/services.**

**Acknowledgement: I/We have read this disclosure form, and understand that The Russell Realty Company, DBA: Russell Real Estate Services has a Service Agreement with HMS National, Inc. (HMS) to advertise the products and services of the company. I/We, the undersigned, acknowledge that I/we have: read, understand and received a copy of this disclosure form.**

 09/21/2017

Seller Date

Realife Cleveland 2 LLC

Print Name

Seller Date

Print Name

*Richard Lawson* dotloop verified  
08/30/17 1:01PM EDT  
AQVQ-MUXK-VYQO-UVZE

Buyer Date

Richard Lawson

Print Name

Buyer Date

Print Name



### WALK-THROUGH ADDENDUM



1 This is an Addendum to the Purchase Agreement dated: \_\_\_\_\_ for the "Property"  
 2 located at: 620 Oak Street, Medina, 44256 between  
 3 "Buyer(s)": Richard Lawson and  
 4 "Seller(s)": Realife Cleveland 2 LLC.




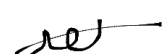
5 The parties hereby agree as follows:

6 BUYER will be given the opportunity to walk through the Property on or about three day(s) prior to the  
 7 date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition,  
 8 absent of normal wear and tear, that it was at the time of the execution of the Purchase Agreement. Buyer(s)  
 9 acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any  
 10 condition of the Property that was in existence at the time of Buyer(s) or Buyer's inspection of the Property,  
 11 except for any repairs or corrections made by the Seller(s) which were agreed to by Buyer(s) and Seller(s).  
 12 Failure of BUYER to complete this Walk-Through inspection deems acceptance of the property.

13 Buyer(s) acknowledges and agrees to accept the Property in its "as is" condition at the time of the walk-  
 14 through inspection, including all defects that were in existence at the time of Buyer's viewing or inspection  
 15 of the Property.

16 In the event that the walk-through evidences a material adverse change in the condition of the Property,  
 17 then BUYER shall promptly notify SELLER and escrow officer in writing. Thereafter, BUYER and SELLER  
 18 shall mutually agree in writing upon: A) an amount to be held in escrow from SELLER's proceeds pending  
 19 correction of the material adverse change; B) to have Seller(s) at Seller(s) expense, correct the problem  
 20 (material adverse change); C) an amount to be credited to the BUYER through escrow at the time of title  
 21 transfer, or D) Buyer(s) shall remove the Walk Through contingency by signing the Removal of Walk  
 22 Through Contingency below.

23 Property shall be in broom clean condition and free of all personal property and debris at time of possession.

24	BUYER:		<small>dotloop verified 08/30/17 1:01PM EDT EF53-KPG4-ZI8F-FV9V</small>	SELLER:		Date
25			Date			Date
26	BUYER:		<small>dotloop verified 08/30/17 1:01PM EDT KJYR-O56I-L1E3-PPY5</small>	SELLER:		09/21/2017
27			Date			Date

### Removal of Walk Through Contingency

29 The undersigned Buyer(s) hereby waives and removes the Walk-Through Contingency in the above  
30 referenced purchase agreement.

31 BUYER: \_\_\_\_\_ Date: \_\_\_\_\_

32 BUYER: \_\_\_\_\_ Date: \_\_\_\_\_



# Signature Certificate



Document Reference: AB9E9IISS43YEJR45LIYAA

**RightSignature**  
Easy Online Document Signing



Yaron Kandelker

Party ID: 8FWN3YIVKKCCIXX2Z6GFT

IP Address: 82.81.211.96

VERIFIED EMAIL: yaron@realife-group.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

c482083ad7c29318e2cd6ee90a848f653f1adb84



## Timestamp

2017-09-21 08:15:28 -0700

2017-09-21 08:15:28 -0700

2017-09-05 10:12:52 -0700

2017-09-05 08:47:46 -0700

## Audit

All parties have signed document. Signed copies sent to: Yaron Kandelker and Chris Kaylor.

Document signed by Yaron Kandelker (yaron@realife-group.com) with drawn signature. - 107.199.136.154

Document viewed by Yaron Kandelker (yaron@realife-group.com). - 82.81.211.96

Document created by Chris Kaylor (chriskaylor@gmail.com). - 99.25.98.52



This signature page provides a record of the online activity executing this contract.