

ADDENDUM TO PURCHASE AGREEMENT

This to Purchase Agreement (the "Addendum") is hereby made part of the Contract of Sale (the "Contract") as of 02/22/2018 ("Seller Acceptance Date"), between **KeyBank** ("Seller") and **Haramaty Limited** ("Buyer"), for the purchase of the below real subject property (the "Property"):

Address: 19 E Belmeadow Ln
City, State, Zip: Chagrin Falls, OH, 44022
County: Geauga

The parties agree that the following terms and conditions herein are made a part of the Contract in like manner as if they were directly set forth therein and shall modify, supplement and prevail over any inconsistent provisions of the Contract or any other addenda to the Contract unless certain provisions of this Addendum are contrary to the law(s) or other applicable legal provisions in which case the Contract shall govern only to the limited extent necessary to remain compliant with those sections deemed as a contradiction to law(s) and/or other applicable legal provisions:

1. Transfer of Property.

At closing, Seller shall furnish to Buyer a Special Warranty Deed or its local equivalent.

2. Condition of Property.

A. No Representations by Seller:

Seller acquired the Property either as a result of a foreclosure action (or similar action such as a deed in lieu of foreclosure) or as a part of a purchase from a prior servicer. Accordingly, Buyer acknowledges and agrees that Seller, its agents, employees and representatives have not made any representations or warranties, expressed or implied, relating in any manner whatsoever with respect to the condition of the Property. Buyer further acknowledges and agrees that Buyer has not and is not relying on any statements or representations, whether verbal or written, made by Seller, its agents, employees and representatives as to the condition of the Property and/or to any improvements thereon, including, but not limited to, any and all issues arising out of or related to:

- (a) The nature, square footage, dimensions, lot lines, condition (including, but not limited to, the structural condition), value, or quality of the Property including, but not limited to, the water, the soil and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon;
- (b) The manner, construction, condition, quality, the state of repair or lack of repair of any of the Property;
- (c) Except for any warranties contained in the deed, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise;
- (d) The compliance of the Property or its operation with any laws, rules, ordinances, or regulations of any government or other body;
- (e) The income to be derived from the Property;
- (f) Any component of the Property including, but not limited to, any of the following that now or hereafter exist on the Property: plumbing, appliances, heating system, air conditioning system, electrical system, fixtures, roof, foundation, sewers, septic systems, well and other water supply systems, drainage or other moisture conditions, pool, spa and related equipment and damage by pests or other organisms;

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- (g) Whether the Property is located on or near a toxic or hazardous waste site, whether the Property is listed on, or is subject to being listed on, the most recently published national priorities list issued by the Federal Environmental Protection Agency or any list published by a state agency responsible for regulating toxic and hazardous waste control legislation;
- (h) Environmental protection, pollution or land use laws, regulations, orders or requirements;
- (i) Urea formaldehyde foam or asbestos insulation, radon gas, lead paint, mold, mildew, spores or other microscopic organisms which could render the Property uninhabitable or dangerous to the health of the occupants; and
- (j) Compliance with the requirements of any safety code or regulation or building code of the state, city or county where the Property is located or of any other authority or entity that has jurisdiction.
- (k) Title to or use rights of any well or other water supply systems serving the Property, and/or any liens or assessments due and owing in connection therewith.
- (l) Title to or use rights of any access roadways serving the Property, and/or any liens or assessments due and owing in connection therewith.

The preceding paragraph shall survive the closing.

B. Opportunity to Inspect:

Buyer further acknowledges and agrees that Buyer and/or its agents, representatives, contractors and the like have had an opportunity to inspect the Property together with all improvements thereon. Buyer further agrees that any and all such inspections shall be made at Buyer's own expense and all such inspections shall be completed within seven (7) calendar days from the date of execution of the Contract. It is further agreed and understood that in the event the Property must be de-winterized in order to inspect, Buyer, at its own expense, may de-winterize the Property but must re-winterize the Property upon completion of inspections. Should any freeze damage occur during this time, Buyer will be held fully responsible for the cost to repair. If Buyer does not re-winterize the Property and fails to close on the purchase, Seller shall be entitled to retain \$250.00 (two hundred and fifty dollars) from Buyer's Earnest Money ("*Earnest Money*") to cover Seller's cost to re-winterize the Property. In no event shall any inspections be made by any building or zoning inspector or government employee without the prior written consent of Seller.

Buyer acknowledges that Buyer has been advised that it is Buyer's sole responsibility to obtain inspection reports by qualified professionals with respect to the building, appliances and structural components of the Property; the presence of urea formaldehyde foam, asbestos insulation, radon gas, lead paint, toxic or hazardous waste, mold, mildew, spores or other microscopic organisms, or any substances on the Property which would make it uninhabitable or dangerous to the health of the occupant(s), or any other factors regarding the condition of the Property about which Buyer may have questions.

Buyer hereby expressly acknowledges and agrees that Buyer shall or has thoroughly inspected and examined the Property to the extent deemed necessary by Buyer in order to enable Buyer to evaluate the purchase of the Property. Buyer hereby further acknowledges and agrees that Buyer is relying solely upon its own inspection, examination, and evaluation of the Property and that Buyer is purchasing the Property on an "**AS-IS, WHERE IS**" and "**WITH ALL FAULTS**" basis and not based on any information provided or to be provided by Seller. Buyer expressly acknowledges that, in consideration of Buyer's inspection rights and other good and valuable consideration, Seller has made no warranty or representation, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose and Seller has expressly disclaimed such warranties. Buyer hereby assumes all risks and liabilities and agrees that Seller shall not be liable for any special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair or operation of the Property. This paragraph shall survive the closing.

Buyer may walk through the Property no less than two (2) days prior to the close of escrow for the sole purpose of determining that there has been no material change in the condition of the Property since opening of escrow. Notwithstanding the foregoing, a closing on the Property will constitute as acknowledgment by Buyer that the Property, appliances and structural components, as described above, were acceptable to Buyer at the time the sale was consummated. The preceding sentence shall survive the closing.

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If the Property is a condominium or planned unit development or co-operative, unless otherwise required by law, Buyer, at Buyer's own expense is responsible for obtaining and reviewing the covenants, conditions and restrictions and bylaws of the condominium, and the planned unit development or the cooperative within seven (7) days of Seller Acceptance Date. Seller agrees to use reasonable efforts, as determined in Seller's sole discretion, to assist Buyer in obtaining a copy of the covenants, conditions and restrictions and bylaws, (the "*Planned Community Documents*"). Buyer will be deemed to have accepted the covenants, conditions and restrictions and bylaws if Buyer does not timely notify Seller in writing, within ten (10) days of Seller Acceptance Date, of Buyer's objection to the covenants, conditions and restrictions and/or bylaws. If Buyer does not receive a copy of the Planned Community Documents, Buyer shall still have an obligation to alert Seller of such objections, or request a five (5) day extension to notify Seller in writing, which Seller, in Seller's sole discretion, may grant.

C. Failure to Inspect:

If Buyer fails to inspect the Property, such failure shall not under any circumstances alter, change, or impair the understanding and agreement made between Seller and Buyer as set forth herein.

3. Personal Property.

Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Buyer agrees that Seller shall have no liability for any claim or losses that Buyer or Buyer's successors and/or assignors may incur as a result of any condition or other defect which may now or hereafter exist with respect to personal property. Any items of personal property remaining after the sale of the Property are deemed to add no value to the transaction and are not part of the actual transaction, and are given to Buyer in as-is condition with no Seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items. Seller undertakes no obligation to remove any such remaining personal property, and shall not give any credit to Buyer with regard to the sale price with respect to any expense Buyer may incur in order to remove such personal property.

4. Occupancy of Property.

A. Occupancy by Tenant:

In the event the Property is occupied by an occupant(s), Seller makes no representations or warranties with respect to the existence of a written lease agreement; the term of such tenancy, if any; whether or not the tenant(s) are current with their rent payments; the amount of such rent, if any; or any and all issues arising out of or related to compliance with any applicable federal, state or local law, rule or regulation, including but not limited to rent control or rent registration laws.

B. Occupancy by Buyer:

It is hereby understood and agreed that Buyer shall not occupy the Property prior to closing of title and Seller's receipt of the sales proceeds. In the event that Buyer alters the Property; makes or starts to make improvements to the Property; occupies the Property in any manner whatsoever; or permits any person(s) to occupy the Property prior to closing, then Buyer shall be deemed to be in default of the Contract and this Addendum and Buyer's earnest money deposit and any rights to any and all improvements to the Property made by Buyer shall be forfeited to Seller in their entirety and Buyer may be held responsible for any damage or loss of functionality of the Property caused by Buyer's actions prior to Seller's receipt of the sales proceeds. Notwithstanding the foregoing, Buyer may have access to the Property prior to closing with the prior written consent of Seller and only if Buyer is accompanied by Seller or Seller's agent, unless otherwise agreed to by the parties in writing.

5. Closing and Title.

A. Location of Closing:

Closing shall be held at a location designated and approved by Seller, or if required by state law, at the office of an escrow agent, title insurer mutually agreed upon by Seller and Buyer or Seller's agent.

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B. Notice to California Buyers:

California's state law grants to Buyer the right to make an independent selection of a title insurer or escrow agent and prohibits a Seller from requiring directly or indirectly, as a condition of selling the Property, that title insurance covering the Property or escrow service provided in connection with the sale of the Property be purchased by Buyer from a particular title insurer or escrow agent.

Buyer's acknowledgement of notice (initial) _____

C. Notice to Hawaii Buyers:

Hawaii's state law grants to Buyer the right to make an independent selection of a title insurer or escrow agent and prohibits a Seller from requiring directly or indirectly, as a condition of selling the Property, that title insurance covering the property or escrow service provided in connection with the sale of the Property be purchased by Buyer from a particular title insurer or escrow agent.

Buyer's acknowledgement of notice (initial) _____

D. Date of Closing:

Closing shall occur on or before 03/20/2018

E. Delay of Closing:

Buyer agrees to make every effort to meet this deadline. In the event the closing extends beyond the date set forth above through no fault of Seller, Buyer hereby agrees to pay Seller, as liquidated damages, and not as a penalty, the sum of \$100.00 (one hundred dollars) for each day the closing is delayed beyond the date set forth above. Buyer acknowledges that damages Seller will suffer as a result of a delay of settlement will be difficult to calculate, and the liquidated damages as outlined in this paragraph are reasonable. Any and all extensions of the agreed upon closing date set forth above must be in writing and pre-approved by Seller. Notwithstanding anything to the contrary stated herein, it is understood and agreed that Seller shall retain the right to cancel the Contract and pursue the remedies set forth therein and herein if Buyer fails to meet the stated deadline. The sale may not close in escrow without the prior written consent of Seller.

F. Post Closing:

Buyer is responsible for the installation of new locks on the Property immediately after the closing and Buyer shall hold Seller and Seller's representatives harmless from and indemnify Seller and its agents, employees and representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorneys' fees and expenses of every kind and nature that may be made against Seller as a result of Buyer's failure to install new locks on the Property. The provisions of this section shall survive closing and the delivery of the deed from Seller to Buyer without limitation as to time

6. Terms.

- A. Sales Price is \$ 131,000.00, with \$ 1,000.00 Earnest Money (\$1,000 minimum). Prior oral discussions, representations or documents presented by Seller, its agents, employees and representatives shall not be binding against Seller unless set forth in this Addendum. Where allowable by law, the Earnest Money is to be deposited with Seller's Title/Closing Agent within three (3) business days of Seller's execution of this Addendum. Failure to deposit the Earnest Money in a timely manner will constitute a breach of contract on Buyer's part.
- B. Buyer's closing costs paid by Seller shall not exceed \$ _____ for non-allowables and \$ _____ for other closing costs. These costs are not inter-changeable and are to be used or specified in this addendum. In the event Buyer's fees and expenses are less than the amount stated above, Buyer WILL NOT receive a credit for the balance, nor shall any such excess be applied to other costs incurred by Buyer regarding this transaction.
- C. Any other amounts paid by Seller on behalf of Buyer, including, but not limited to, origination fee, home warranties, inspections, dues and assessments, shall not exceed \$ _____. This amount is for:

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D. Seller shall be limited to \$ _____ for Lender required repairs; \$ _____ for termite repairs and \$ _____ for other repairs.

7. Financing.

Contract is: Other

- A. If purchase is subject to financing, Buyer shall apply for and diligently pursue thereafter a loan at prevailing rates, terms and conditions. Buyer shall complete and submit to a mortgage lender an application for a mortgage loan within three (3) calendar days of Seller Acceptance Date. Buyer shall use diligent efforts to obtain a mortgage loan commitment within twenty one (21) days after Seller Acceptance Date. If, despite Buyer's diligent efforts, Buyer cannot obtain a mortgage loan commitment within the specified period, then either Buyer or Seller may terminate the Contract and this Addendum by giving written notice to the other party. If Buyer does not notify Seller in writing within twenty one (21) days after Seller Acceptance Date of Buyer's inability to obtain financing then Buyer agrees that Buyer's financing contingency has been removed and all terms of the Contract remain in effect and Buyer shall proceed to close the transaction in accordance with the Contract and this Addendum. In the event of a proper and timely termination of the Contract, the Earnest Money shall be returned to Buyer and the parties shall have no further obligation to each other.
- B. Buyer agrees to promptly cooperate and comply with all requests for documents and information from Buyer's chosen lender ("Lender") during the loan application process. Failure of Buyer to comply with such requests from Lender which results in the denial of the mortgage loan will constitute a breach of the Contract and Seller shall be entitled to retain any and all Earnest Money deposited by Buyer and Seller shall also be entitled to exercise all rights and remedies available to Seller pursuant to the terms of the Contract and this Addendum. Buyer is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by Buyer. Any change as to the terms of financing, or a change in Lender after negotiations for the purchase of the Property have been completed may require renegotiation of all terms of the Contract. The decision to renegotiate shall be within the sole discretion of Seller. Seller shall have the right to unilaterally cancel the Contract and this Addendum and thereby be relieved of any and all obligations to perform under the contract if Buyer, without the written approval of Seller, employs a form of financing different than the form originally selected by Buyer and indicated above.
- C. Seller makes no representation that the transaction as structured herein will comply with Lender's requirements. Buyer shall consult with Lender to verify compliance.
- D. Buyer shall ensure that the Lender selected by Buyer to finance the sale shall provide applicable funding to the closing agent selected by Seller on or before the Closing Date. Buyer shall further ensure that the selected Lender shall provide all of Lender's prepared closing documentation to the closing agent no later than two (3) business days prior to the Closing Date. Buyer acknowledges and agrees that Buyer shall be in default of the Contract if Buyer's Lender fails to fund and/or provide closing documentation as required and that any extensions to Closing shall be subject to the provisions of Section 5 (E) of this Addendum. The term "business day" shall not include Saturday, Sunday and legal holidays in the State in which the Property is located.

8. Title/Conveyance/Survey.

The extent of Seller's obligation with respect to title shall be to provide insurable title to Buyer. Title to the property may run from the owner of record or from Seller by act of power of attorney on behalf of the recorded owner. Seller will not provide a Survey or an Abstract of Title, unless required by state law. Conveyance will be by SPECIAL WARRANTY DEED or other local form of Deed acceptable to the recording agent and Seller. The Title/Closing Agent is responsible for providing the legal description of the Property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable or any revision thereto.



Buyer's vesting on the conveyance deed is to be: HARAMATY LIMITED

(If applicable, please note that the Lender may require that the vesting match the loan documents exactly)

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In states where required by law, Buyer may be entitled to make an independent selection of a title insurer or escrow agent and obtain title information, a title report or a preliminary title report from another source at Buyer's sole expense. In the event Buyer elects to use its own Title/Closing Agent, Buyer shall provide Seller with a copy of the title examination or commitment within seven (7) business days of Seller's execution of this Addendum. If Buyer elects to use another Title/Closing agent, the following information must be completed in full:

Title/Closing Agent:

Name: Cindy Parker

Company: PRISM Title & Closing Services

Phone: 8593442836

Email: cindy.parker@prismclosings.com;title@prismclosi

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- A. If checked , in states where permitted, Seller will pay for an owner's policy of title insurance from Seller's designated Title/Closing agent at closing.
- B. If checked , Seller will not pay for an owner's policy of title insurance, as Buyer has elected to designate its own Title/Closing Agent. All title costs will be the responsibility of Buyer.
- C. If checked , Seller will not pay for an owner's policy, regardless of the Title/Closing Agent. All title costs will be the responsibility of Buyer.

9. Property Taxes and Assessments.

The following applicable items shall be prorated at closing: real estate taxes, rents, water and sewer use charges, garbage pick-up and other private and municipal charges, property owner's association assessments, and fuel. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing. Proration for real estate taxes shall be based on one-hundred percent (100%) of the net general real estate taxes for the current year, if known, otherwise on one-hundred percent (100%) of the net general real estate taxes for the preceding year. Any special assessments, which are a lien on the Property and are due and payable in full as of the date hereof (and are not allowed to be paid in installments) shall be paid by Seller at the closing. Any special assessments or property owner's assessments which are not yet a lien on the Property or that are a lien on the Property but are not yet due and payable in full as of the date hereof or that may be paid in installments over time shall be assumed by Buyer, but proration will be given to Buyer for the same for the portion of the year of closing that is prior to the closing date. Taxes shall not be re-prorated after closing.

SELLER WILL NOT BE RESPONSIBLE FOR ANY ADJUSTMENT OF SETTLEMENT CHARGES, INCLUDING, BUT NOT LIMITED TO, TAXES, UTILITIES, OR HOMEOWNERS ASSOCIATION ("HOA") FEES AFTER CLOSING. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BUYER SHALL BE RESPONSIBLE FOR ALL OUTSTANDING WELL AND PRIVATE ROAD MAINTENANCE ASSESSMENTS, LIENS AND CHARGES, IF ANY.

10. Seller's Right to Contest Taxes.

Seller shall have the unrestricted right, but not the obligation, to contest the amount of or obligation to pay any ad valorem real or personal property taxes, real or personal property assessments, or assessments or dues of any condominium, planned unit development or similar community or other homeowner's association, (collectively, "Taxes") for any calendar year, fiscal year, or other accounting period for which Taxes are assessed or levied (a "Tax Period") that includes the date of the close of escrow on the Property (the "Closing Tax Period"). Seller may contest Taxes by any judicial, administrative, or other process that Seller chooses. If requested by Seller, Buyer shall join in any proceeding to contest Taxes to the extent necessary to permit Seller to

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exercise its rights under the Contract and this Addendum. Seller shall have no duty to contest Taxes, and may dismiss, settle or otherwise resolve any matter relating to contested Taxes on whatever terms Seller chooses.

A. Entitlement to Refund:

Any refund of contested Taxes for the Closing Tax Period or any prior Tax Period shall be paid to Seller, and Buyer hereby irrevocably assigns to Seller any right, title, or interest it may have in any refund of contested Taxes for all such Tax Periods. If requested by Seller, Buyer shall execute whatever endorsements or other documents may be necessary to accomplish the refund of such contested Taxes to Seller.

11. Indemnification.

Buyer agrees to indemnify, defend and hold harmless Seller, its affiliates, parent, tenants, agents, employees and contractors, and representatives from and against any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, (including reasonable attorneys' fees) which may be imposed upon, incurred by or asserted against Seller, its affiliates, parent, tenants, agents, employees, contractors and representatives arising out of or related to any and all inspections made by Buyer, its agents, contractors or employees including, but not limited to, (i) any and all property damage to the Property or to any adjoining Property; and (ii) any and all personal injuries to Buyer or any other person(s).

12. Seller's Right to Cancel.

A. Special Conditions:

Buyer hereby acknowledges and understands that Seller obtained the Property via foreclosure or similar action such as a deed in lieu of foreclosure or through purchase from a service. As a result, the Contract and this Addendum may be subject to any or all of the following: approval by a private mortgage insurer; redemption by a previous owner; repurchase of the Property by a prior mortgage servicer or insurer; or the ability of Seller to convey insurable title as required by the Contract, or the passing of such time limits as may be required under one or more lending programs. Buyer agrees that in the event that any of these conditions arise with respect to the Property being transferred hereunder, Seller shall have the sole and exclusive right to cancel the Contract and this Addendum at which time Seller shall promptly refund Buyer's earnest money and Seller shall have no further obligations to Buyer whatsoever and the Contract and this Addendum shall be deemed null and void of no further force or effect. The refund of Buyer's earnest money shall constitute the sole and exclusive remedy of Buyer.

B. Lender-Required Repairs:

Should any lender, insuring entity or agency require that certain repairs be made to the Property or that any other conditions be met, Seller shall have the sole and exclusive right to either (i) comply with such requirements; or (ii) terminate the Contract and this Addendum. In the event Seller terminates the Contract and this Addendum, Seller shall promptly refund Buyer's earnest money and Seller shall have no further obligations to Buyer whatsoever and the Contract and this Addendum shall be deemed null and void and of no further force or effect.

C. FHA/VA:

In addition, in the event any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Contract and this Addendum at which time Seller shall promptly refund Buyer's earnest money and Seller shall have no further obligations to Buyer whatsoever and the Contract and this Addendum shall be deemed null and void and of no further force or effect.

13. Default.

In the event that Buyer defaults in the performance of the Contract and this Addendum, it is expressly understood and agreed that the entire Earnest Money deposit shall be paid to Seller as liquidated damages for, among other things, the additional cost of carrying the Property and lost marketing time which the parties acknowledge and agree are difficult to specifically calculate. The parties further specifically acknowledge and agree that said liquidated damages shall not be construed or deemed to constitute a penalty and the right given to Seller to retain said Earnest Money shall not constitute Seller's sole and exclusive remedy.

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- A. For purposes of this paragraph, if the Contract and this Addenda entered into between Buyer and Seller states that Buyer will be purchasing the Property as an all cash transaction (i.e. Buyer will not be obtaining third party financing), it is expressly understood that Seller will be materially relying on said representation. As such, if Buyer subsequently elects to purchase the Property via third party financing rather than cash as previously agreed, then Buyer's failure to close a cash transaction shall constitute a default by Buyer thereby entitling Seller to the liquidated damages referenced above. In the event of default by Seller, Buyer shall be entitled to a return of the Earnest Money deposit as Buyer's sole and exclusive remedy.
- B. Buyer agrees to cooperate and comply with all requests for documents and information from Lender during the loan application process. Failure of Buyer to comply with such requests from Lender which results in the denial of the mortgage loan will constitute a breach of the Contract and this Addendum and Seller shall be entitled to retain any and all Earnest Money deposited by Buyer. Buyer is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by Buyer. Any change as to the terms of said financing, or a change in Buyer's lender after negotiations for the purchase of the Property have been completed, may require renegotiation of all terms of the Contract and this Addendum. The decision to renegotiate shall be within the sole discretion of Seller.

14. Real Estate Broker Commissions.

The total real estate broker commission payable by Seller pursuant to the sale of the Property shall be based upon the terms within the corresponding Listing Agreement established by Seller and its representatives. The closing agent is authorized and directed to pay said commission from the sale proceeds at closing as per the terms of the Closing Instructions (or similar form) to be provided by Seller. In no event shall any real estate broker commissions be deemed earned and payable until the closing of the purchase and sale is consummated; title passes to Buyer, and Seller receives proceeds of the sale.

15. Waivers.

As material consideration for Seller to enter into the Contract and this Addendum with Buyer, Buyer expressly waives the (i) remedy of specific performance on account of Seller's default under this Agreement; (ii) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property; (iii) right to invoke any other equitable remedy that may be available that, if invoked, would prevent Seller from conveying the Property to a third party Buyer; (iv) any claims or losses relating to environmental conditions affecting the Property including, but not limited to, mold, lead paint, fuel oil, allergens or other toxic substances of any kind, including any equitable or legal remedy or duty to remediate and purported environmental condition affecting the Property; and (v) any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the Property or search of the public records. In the event that Buyer breaches any of the warranties described or contemplated under this paragraph and a court finds that such action is without merit, Buyer shall pay all reasonable attorneys' fees and costs incurred by Seller in defending such action.

16. Environmental Conditions.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively, "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including, but not limited to, respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of cleaning or repairing the Property. Buyer acknowledges that, if Seller, its agents, employees and representatives cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the cleaning, repairs or remediation. Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representation of Seller, its agents, employees and representatives concerning the past or present existence of Mold in or around the Property.

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17. Municipal Inspection Issues.

Buyer agrees to be responsible for any remedial issues contained in any code compliance or truth in the housing report (if applicable per the municipality in which the Property is located) and will hold Seller its agents, employees and representatives harmless for any omissions or subsequent conditions/changes in requirements concerning the physical condition of the Property. Buyer agrees to sign any Seller city-required documents regarding Buyer's responsibility for remedial issues.

18. Lead Based Paint.

Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards Lead Warning Statement:

Every buyer 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 buyer(s) with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

___ (A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

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

Seller is corporate entity and has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

___ (B) Records and reports available to Seller (check one below):

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

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



Buyer's Acknowledgment (initial)

GH 2/22/10

(A) Buyer has received copies of all information listed above.

(B) Buyer has received the pamphlet "Protect Your Family from Lead in Your Home".

(C) Buyer has (check one below):

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

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

Purchaser(s) Initials: GH Date: 2/22/10
Addendum to Purchase Agreement



Seller(s) initials: _____ Date: _____
Page 9 of 13

Agent's Acknowledgment (Initial)

DL (A) Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Agents are aware of their responsibility to ensure compliance.

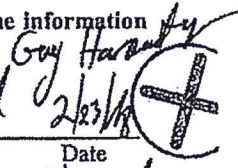
Certification of Accuracy

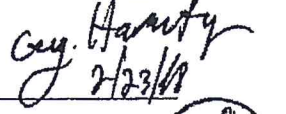

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller _____ Date _____

By:

DL _____ 2/22/18
 Agent Date

Haramaty Limited _____ 2/23/18
 Buyer Date 

Guy Haramaty _____ 2/23/18
 Buyer Date 
Christopher C Keph _____ 2/23/18
 Agent Date 

19. Miscellaneous.

A. Evidence of Offer Acceptance:

Buyer acknowledges that Seller may have received offers prior to or may receive offers after receipt of Buyer's offer. Buyer acknowledge that Seller may consider all offers to purchase, regardless of the date of receipt and that Seller may accept or reject any offer in its sole discretion. Seller may consider all offers to purchase regardless of the date of receipt and Seller may accept or reject any offer in its sole discretion.

B. Assignability:

Buyer may not assign or transfer the Contract or this Addendum without prior written consent of Seller. Any such attempted assignment without prior written consent of Seller shall be void and without effect.

C. Performance:


The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of the Agreement and this Addendum in its entirety.

D. Severability of Provisions:

If any one or more of the covenants, agreements, provisions or terms of this Addendum shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Addendum and shall in no way affect the validity or enforceability of the other provisions of this Addendum.

E. Headings:

Headings used in this Agreement are for reference purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

Purchaser(s) initials: GH Date: 2/23/18 
 Addendum to Purchase Agreement

Seller(s) initials: _____ Date: _____

F. Arbitration/Mediation:

Seller DOES NOT agree to arbitrate or mediate any disputes or issues that arise pursuant to the contract herein.

G. Eminent Domain:

In the event that Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the Closing Date, either party may terminate the Contract and this Addendum whereupon the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or liabilities hereunder except as otherwise expressly provided in the Contract and this Addendum.

20. Cash to Close.

The Contract and this Addendum may be VOIDED by Seller if Seller is required to remit additional cash to close this transaction.

21. Additional Conditions.

NONE

[Signature Page to Follow]

Purchaser(s) initials: elt Date: 2/22/18
Addendum to Purchase Agreement



Seller(s) initials: _____ Date: _____


The undersigned approve and accept this Addendum and acknowledge and agree that this Addendum is a legally binding agreement and is made part of the aforementioned Contract in like manner as if it were directly set forth therein.

SELLER:

By: _____

Date: _____

BUYER(S):

Signature: Guy Haramaty 

Name: Guy Haramaty

Date: 2/23/18

Signature: Guy Haramaty

Name: Haramaty Limited

Date: 2/23/18

ACKNOWLEDGED:


Seller's Broker:

Signature: 

Name: DANA ROSEMAN

Date: 2/23/18

Buyer's Broker:

Signature: Christy M. G. Authorized. 

Name: Realty Trust Services

Date: 2/23/18

Purchaser(s) initials: GH
Addendum to Purchase Agreement

Date: 2/23/18

Seller(s) initials: _____

Date: _____

Waiver of Automatic Closing Extension

Should Buyer fail to meet the Closing Deadline set forth below, without a written extension approved by Seller and signed by all parties hereto, the Contract shall be cancelled and Seller shall be relieved of any obligations to perform under the contract.

Closing Deadline: 3/20/18 Date

SELLER:

By: _____

Date: _____

BUYER(S):

Signature: Guy Haranaty 

Name: Guy Haranaty, Haranaty Limited

Date: 2/23/18

Signature: _____

Name: _____

Date: _____

Purchaser(s) initials: GH Date: 2/23/18
Addendum to Purchase Agreement



Seller(s) initials: _____ Date: _____



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 BUYER: The undersigned Haramaty Limited offers to buy the

2 PROPERTY located at 19 E Bel Meadow Ln

3 City Chagrin Falls, Ohio, Zip 44022

4 Permanent Parcel No. 29-094800, and further described as being:

5 _____

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

15 AS-IS.

16 NOT included: _____

17 _____

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

23 PRICE BUYER shall pay the sum of \$ ~~127,000~~ \$131,000

24 Payable as follows:
25 Earnest money paid to Broker will be deposited in a non-
26 interest bearing trust account and credited against
27 purchase price. \$ 1,000

28 Check to be deposited immediately upon the
29 formation of a binding AGREEMENT, as defined
30 below on lines 231-238.

31 Note to be redeemed within four (4) days after
32 formation of a binding AGREEMENT, as defined
33 below on lines 231-238.

34 Cash to be deposited in escrow \$ Per Lender

35 Mortgage loan to be obtained by BUYER \$ _____

36 CONVENTIONAL, FHA, VA, OTHER Per Lender

37 _____
38 FINANCING BUYER shall make a written application for the above mortgage loan within 5-7 days
39 after acceptance and shall obtain a commitment for that loan on or about 7-14 if,
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

Approved by CABOR, LoCAR, LCAR and GeCAR
Revised May 1, 2000
Page 1 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

© Form 100

Handwritten signature and date: 2-18-18

Handwritten signature and date: 2-16-18

43 NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
45 account until a written release from the parties consenting to its disposition has been obtained or until
46 disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before March 20 2018 and title shall be
49 transferred on or about March 20th 2018.

50 **POSSESSION** SELLER shall deliver possession to BUYER on Title transfer (date) at Noon (time)
51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52 by the SELLER free for -0- () days. Additional NA days at a rate of
53 \$ -0- per day. Payment and collection of fees for use and occupancy after transfer of title are the
54 sole responsibility of SELLER and BUYER.

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
60 Owner's Fee Policy of Title Insurance from Seller's Choice
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
66 BUYER, SELLER nor any REALTOR(S)* shall have any further liability to each other, and both BUYER and
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

68 **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
69 county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments
70 shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or
71 the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of
72 the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing
73 authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to
74 the date of the title transfer. If the property being transferred is new construction and recently completed or in the
75 process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to
76 make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title
77 transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they
78 become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on
79 reserve once they receive notice from the local county auditor that the taxes on the land and improvements have
80 been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not
81 reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER
82 directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,
83 taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes
84 or assessments, public or private, except the following: _____

85
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
87 BUYER SELLER agrees to pay the amount of such recoupment.

88 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)
93 other _____
94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession.

Approved by CABOR, LoCAR, ICAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association
Revised May 1, 2000
Page 2 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

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96 whichever is later. The escrow agent shall withhold \$ 0.00 from the proceeds due SELLER for
 97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
 98 BUYER.

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

102 _____ BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by
 104 BUYER which will will not be provided at a cost of \$ 0.00 charged to SELLER BUYER from
 105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not
 106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

107 The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
 108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109 The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
 110 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

111 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of
 112 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes
 113 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of
 114 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,
 115 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER
 116 understands that all real property and improvements may contain defects and conditions that are not readily
 117 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and
 118 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges
 119 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or
 120 BUYER's inspectors regarding the condition and systems of the property.

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT
 122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

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

Choice	Inspection	Expense	
		BUYER's	SELLER's
126			
127	Yes No		
128	<input type="checkbox"/> <input checked="" type="checkbox"/> GENERAL HOME _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/> <input checked="" type="checkbox"/> SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/> <input checked="" type="checkbox"/> WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/> <input checked="" type="checkbox"/> WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/> <input checked="" type="checkbox"/> RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
133	<input type="checkbox"/> <input checked="" type="checkbox"/> OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

134
 135 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the
 136 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept
 137 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by
 138 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner
 139 at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent
 140 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

141 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an
 142 Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed

SELLER'S INITIALS AND DATE _____ BUYER'S INITIALS AND DATE 2-16-18

143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall
144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing
145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have
146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing
147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER
148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to
149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material
150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and
151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,
152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
153 or to Broker(s).

154 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to
155 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property
156 for BUYER to review and approve any conditions corrected by SELLER.

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

167 Yes No
168 **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
182 BUYER may remove this right of inspection at any time without SELLER's consent.

183 BUYER HAS (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
184 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
185 AND/OR LEAD-BASED PAINT HAZARDS."

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

191 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
192 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
193 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
194 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
195 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
196 transaction.

197 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
198 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on
199 the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party.
200 SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
201 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or
202 statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this
203 AGREEMENT or on the Residential Property Disclosure Form.

204 BUYER HAS _____ (BUYER's initials) received a copy of the Residential Property Disclosure
205 Form signed by SELLER on _____ (date) prior to writing this offer.

206 BUYER HAS NOT *glo* _____ (BUYER's initials) received a copy of the Residential Property
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
208 BUYER's review and approval of the information contained on the disclosure form within 10 days from
209 receipt. *NONE*

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
213 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
214 shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
216 agree in writing, this AGREEMENT can be declared null and void by either party.

217 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
218 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
219 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
220 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER
221 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square
222 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,
223 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal
224 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,
225 write "none"). NONE

226
227 **DAMAGE** if any building or other improvements are destroyed or damaged in excess of ten percent of the
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

231 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
232 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
233 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
234 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
235 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
236 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
237 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
238 This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.

239 **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
240 Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
241 Contingency Addendum House Sale Concurrence Addendum Lead Based Paint Other _____
242 are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting
243 terms in the purchase AGREEMENT.

glo 2-16-18

244 Haramaty Limited 21380 Lorain Rd Fairview Park,
245 (BUYER) (ADDRESS AND ZIP CODE)

246 CPA --> (BUYER) (PHONE NO.) --> 2-16-18
247 (BUYER) (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000 check note, earnest money,
249 subject to terms of the above offer.

250 By: Christopher Kaylor Office: REALTY TRUST SERVICES Phone: 3308401073

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of 2.5% or \$1250 percent (%)
253 of the purchase price to REALTY TRUST SERVICES (Broker)
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)
255 and PER LISTING percent (%) of the
256 purchase price to PER LISTING (Broker)
257 _____ (Address)
258 as the sole procuring agents in this transaction.

259 _____
260 (SELLER) (ADDRESS AND ZIP CODE)

261 _____
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 _____
264 (SELLER) (ADDRESS AND ZIP CODE)

265 _____
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

267 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
268 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

269 Multiple Listing Information

270 Dana V. Roseman	2004001799
271 (Listing agent name)	(Listing agent license #)
272 Keller Williams Grt Cleve SE	9181
273 (Listing broker name)	(Listing broker office #)
274 Christopher Kaylor	2011003065
275 (Selling agent name)	(Selling agent license #)
276 Realty Trust Services	9165
277 (Selling broker name)	(Selling broker office #)



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: 19 E Bel Meadow Ln, Chagrin Falls, OH 44022

Buyer(s): Haramaty Limited

Seller(s): KEY BANK

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

The seller will be represented by Dana V. Roseman AGENT(S) and KWGCS 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.

Haramaty Limited
BUYER/TENANT DATE
[Signature] 2-16-18
BUYER/TENANT DATE

SELLER/LANDLORD DATE

SELLER/LANDLORD DATE

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.

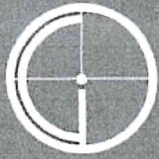
Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

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



X *[Signature]*
2-10-08





ICG10
CAPITAL



02/22/2018

Re: Pre-Qualification

To Whom It May Concern:

This letter confirms Guy Haramaty ("Borrower") and related LLC, Haramaty Limited, entity are pre-qualified for a business-purpose mortgage loan in an amount up to \$120,000 from ICG10 Capital, LLC ("ICG10") for the purpose of acquiring and renovating real property located. Mr. Haramaty and his LLC will provide the remainder as a down payment. This pre-approval is valid for 30 days.

Before approving a loan, ICG10 must receive and underwrite a complete loan application from borrower. This pre-qualification letter does not constitute an agreement to lend.

If you have any questions or would like additional information, please feel free to contact me via the information provided below.

Sincerely,

Christopher Blanco
Loan Originator



ICG10
CAPITAL

18851 NE 20th Avenue, Suite 1000, Aventura, FL 3318
info@icg10.com
954 795 0726

ICG10.com

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KeyBank
 P.O. Box 93885
 Cleveland, OH 44101-5885

Business Banking Statement
January 31, 2018
 page 1 of 2

350101010261

X 10 00000 R EM T1

HARAMATY LIMITED
 2175 KERWIN RD APT 507
 UNIVERSITY HEIGHTS OH 44118-3979

Questions or comments?
 Call our Key Business Resource Center
 1-888-KEY4BIZ (1-888-539-4249)

Enroll in Online Banking today at Key.com.
Access your available accounts, transfer funds and view your transactions right from your PC.

KeyBank Basic Business Checking [REDACTED]
 HARAMATY LIMITED

Beginning balance 1-17-18	\$0.00
1 Addition	+28,526.94
2 Subtractions	-275.00
Ending balance 1-31-18	\$28,251.94

Additions

Deposits	Date	Serial #	Source	
	1-17		Deposit Branch 0010 Ohio	\$28,526.94
Total additions				\$28,526.94

Subtractions

Withdrawals	Date	Serial #	Location	
	1-29		ATM Key 30200 Chagrin Blvd Pepper Pik OH	\$100.00
	1-31		Newburg Heights 978-922-7294 MA USA	175.00
Total subtractions				\$275.00

Fees and charges

Date		Quantity	Unit Charge	
1-31-18	Paper Statement Fee	1	3.00	-\$3.00
1-31-18	Refund Paper Statement Fee	1	3.00	+3.00
Fees and charges this period				\$0.00





Terms and Conditions (Remitter and Payee):

- * Please keep this copy for your record of the transaction
- * The laws of a specific state will consider these funds to be "abandoned" if the Cashier's Check is not cashed by a certain time
 - Please cash/deposit this Cashier's Check as soon as possible to prevent this from occurring
 - In most cases, the funds will be considered "abandoned" before the "Void After" Date
- * Placing a Stop Payment on a Cashier's Check
 - Stop Payment can only be placed if the Cashier's Check is lost, stolen, or destroyed
 - We may not re-issue or refund the funds after the stop payment has been placed until 90 days after the original check was issued
- * Please visit a Chase branch to report a lost, stolen, or destroyed Cashier's Check or for any other information about this item

**FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK**

Customer Copy
9436531607

02/23/2018
Void after 7 years

Remitter: BILHA FLORSHEIM/GUY HARAMATY

**** 1,000.00 ****

Pay To The Order Of: PRISM TITLE

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**
NON NEGOTIABLE

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

CASHIER'S CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Date 02/23/2018

9436531607 25-3
Void after 7 years 440

Remitter: BILHA FLORSHEIM/GUY HARAMATY

Pay To The Order Of: PRISM TITLE

Pay: ONE THOUSAND DOLLARS AND 00 CENTS

**** 1,000.00 ****

Do not write outside this box

Memo: _____
Note: For information only. Comment has no effect on bank's payment.

Drawer: **JPMORGAN CHASE BANK, N.A.**

Ryan A. Crowley, Managing Director
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈ 9436531607 ⑈ ⑆ 044000037⑆ ⑆ 58661433⑈

**OPERATING AGREEMENT OF
HARAMATY LIMITED
AN OHIO LIABILITY COMPANY**

THIS OPERATING AGREEMENT (the "Agreement") is entered into on date signed below, by and among the Persons listed below hereto under the caption "Members," as Members, as hereinafter defined (the "Members").

Organization of the Company

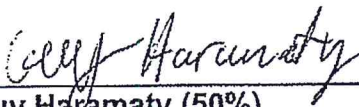
Name. The name of the Company is as listed in the heading of this document.

Purpose. The purposes of the Company are to engage in any and all lawful acts or activities for which limited liability companies can be formed under the laws of the State of Ohio.


Authority. Any Member, individually, may sign on behalf of the corporation to sell, purchase, encumber, transfer or convey any assets of the corporation.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

MEMBERS:



Guy Haramaty (50%)



Yuva Haramaty (50%)