

P.O. Box 15284 Wilmington, DE 19850

IDO INVESTMENTS 2 LLC 1625 N COMMERCE PKWY STE 315 WESTON, FL 33326-3206 **Bus Platinum Privileges**

Customer service information

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Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for December 1, 2017 to December 31, 2017

IDO INVESTMENTS 2 LLC

Account summary

Ending balance on December 31, 2017	\$93,665.48
Service fees	-30.00
Checks	-0.00
Withdrawals and other debits	-4,078.65
Deposits and other credits	7,020.00
Beginning balance on December 1, 2017	\$90,754.13

Account number: 8980 8934 9839

of deposits/credits: 1
of withdrawals/debits: 6
of items-previous cycle ¹ : 0
of days in cycle: 31
Average ledger balance: \$92,812.81
¹ Includes checks paid,deposited items&other debits

Thank you for choosing Bank of America.

SSM-02-17-0616.A1 | ARG777TT

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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\$7,020.00



IDO INVESTMENTS 2 LLC | Account # 8980 8934 9839 | December 1, 2017 to December 31, 2017

Deposits and other credits

Date	Description	Amount
12/08/17	WIRE TYPE:BOOK IN DATE:171208 TIME:1058 ET TRN:2017120800249738 SNDR REF:218167536 ORIG:SOPRIN LLC ID:898091528619	7,020.00

Total deposits and other credits

Withdrawals and other debits

Date	Description	Amount
12/05/17	WIRE TYPE:WIRE OUT DATE:171205 TIME:0526 ET TRN:2017120500162882 SERVICE REF:002385 BNF:PCN NETWORK LLC OHIO IOTA ID:801443176 BNF BK: CITIBANK, N.A. ID:221172610 PMT DET:217808404 FILE 2017122416	-2,500.00
12/08/17	Online Banking transfer to CHK 2669 Confirmation# 5274910429	-1,170.00
Card accou	nt # XXXX XXXX XXXX 0054	
12/11/17	CHECKCARD 1208 INT*IN *TMAK REST 216-2870877 OH 55432867342200131706225 CKCD 1520 XXXXXXXXXXXX0054 XXXX XXXX XXXX 0054	-325.00
12/14/17	CHECKCARD 1213 AVNGATE*HMA PRO V 8882471614 CA 55420367347630166395413 CKCD 5734 XXXXXXXXXXXX0054 XXXX XXXX XXXX 0054	-78.66
12/26/17	CHECKCARD 1224 GOOGLE *CA 855-836-3987 CA 55432867358200263528083 RECURRING CKCD 5968 XXXXXXXXXXX0054 XXXX XXXX XXXX 0054	-4.99
Subtotal	for card account # XXXX XXXX XXXX 0054	-\$408.65
Total wit	ndrawals and other debits	-\$4,078.65

Bank of America Business Advantage



Thank you for your business. Here's to your continued success.

We're committed to finding the smartest path to long-term growth for your business.

Our small business specialists will work to help you strengthen your business and plan for the future. Please visit **bankofamerica.com/smallbusiness** to learn more.

ARLLD94V | SSM-02-17-0642.B

Service fees

Based upon the activity below, the monthly fee on your Business Fundamentals checking account was waived for the statement period ending 11/30/17:

At least one of the following occurred

- ✓ \$250+ in new net purchases on a linked Business debit card
- () \$250+ in new net purchases on a linked Business credit card
- \$3,000+ minimum daily balance in primary checking account
- ✓ \$5,000+ average monthly balance in primary checking account
- \$15,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Total serv	ice fees	-\$30.00
12/05/17	Wire Transfer Fee	-30.00
Date	Transaction description	Amount

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
12/01	90,754.13	12/08	94,074.13	12/14	93,670.47
12/05	88,224.13	12/11	93,749.13	12/26	93,665.48

Electronic Articles of Organization For Florida Limited Liability Company

L17000039948 FILED 8:00 AM February 20, 2017 Sec. Of State cgolden

Article I

The name of the Limited Liability Company is: KAPPA MANAGEMENT LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1625 N. COMMERCE PKWY STE 315 WESTON, FL. UN 33326

The mailing address of the Limited Liability Company is: 1625 N. COMMERCE PKWY STE 315 WESTON, FL. UN 33326

Article III

The name and Florida street address of the registered agent is:

KSDT & COMPANY 9300 S DADELAND BLVD, STE 600 STE 600 MIAMI, FL. 33156

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JEFFREY TARABOULOS

Article IV

The name and address of person(s) authorized to manage LLC:

L17000039948 FILED 8:00 AM February 20, 2017 Sec. Of State cgolden

Title: MGR OFER MOSHKOVITZ 1625 N. COMMERCE PKWY SUITE 315 WESTON, FL. 33326 UN

Title: MGR JONATHAN KUSHNER 1625 N. COMMERCE PKWY SUITE 315 WESTON, FL. 33326 UN

Title: MGR RON ABRAHAM 1625 N. COMMERCE PKWY SUITE 315 WESTON, FL. 33326 UN

Article V

The effective date for this Limited Liability Company shall be:

02/20/2017

Signature of member or an authorized representative

Electronic Signature: OFER MOSHKOVITZ

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

FLORIDA LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

KAPPA MANAGEMENT, LLC

This Company Agreement of this MANAGER MANAGED LIMITED LIABILITY COMPANY organized pursuant to Title 36, Chapter 608 of the Florida Statutes, is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Members. Accordingly, in consideration of the conditions contained herein, he/she/theyagree as follows:

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of state law as currently ineffect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **REGISTERED OFFICE AND AGENT.** Pursuant to chapter 608.415 of the Florida Statutes, the name and address of the initial Florida registered agent for service of process shall be as stated in the Articles of Organization.
- 1.3 **TERM.** The Company shall continue for a perpetual period.

(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution;or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.

- 1.4 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), said remaining Member)s) shall have the right to continue the business of the Company
- 1.5 **BUSINESS PURPOSE.** The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.

- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Managers select.
- 1.7 **THE MEMBERS.** The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital and the company shall keep record of the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended from time to time in accordance with Treasury Regulation 1.704-1.
- 3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-I{b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-I{b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** This company shall be manager managed. The manager is Ofer Moshkovitz
- 4.2 **MEMBERS.** Members shall not take part in the operation of the Company's affairs, unless they are elected Managers.
- 4.3 **POWERS OF MANAGERS.** The Managers will make decisions as to (a) the sale, development lease or other disposition of the Company's assets;(b) the purchase or other acquisition of other assets of all kinds;(c) the management of all or any part of the Company's assets;(d) the borrowing of money and the granting of security interests in the Company's assets;(e) the pre-payment, refinancing or extension of any loan affecting the Company's assets;(f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or

corporations for the operation and management of the company's business. In the exercise of their management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise

agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans,security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

- 4.4 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with Any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.5 **COMPANY INFORMATION.** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.6 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members

- 4.7 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.8 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:

(a) A current list in alphabetical order of the full name and the last known street address of each Member;

(b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLEV

Compensation

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services as all members agree upon.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-I(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) Any additional capital contribution made by him/her;

(b) Credit balances transferred from his distribution account to his capital account; anddecreased by:

by:

(a) Distributions to him/her in reduction of Company capital;

- (b) The Member's share of Companylosses if charged to his/her capital account.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year,and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

Share Ownership

7.1 The sole owner of Kappa

Management, LLC is: Ofer Moshkovitz -

100%

LISTING OF MANAGERS

Chapter 608.422 Florida Statutes, the undersigned hereby agree to serve as managers for this LLC.

Signed this 20TH day of February ,2017.

KAPPA MANAGEMENT, LLC

Manager

0 fer Moshkovitz

Signature

By Ofer Moshkovitz authorized signer

Operating Agreement- 8

dotloop signature verification: dtlp.us/vqQo-qcjk-Hw6p

Operating Agreement- 9





CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

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

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With Keller Williams Greater Metropolitan

Keller Williams® Realty Greater Metropolitan does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but Keller Williams® Realty Greater Metropolitan and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other Keller Williams® Realty Greater Metropolitan will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information. In the event that both the buyer and seller are represented by the same agent, the agent Keller Williams® Realty Greater Metropolitan will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential

information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage. As a buyer, you may also choose to represent yourself on properties Keller Williams® Realty Greater Metropolitan has listed. In that instance Keller Williams® Realty Greater Metropolitan has listed. In that instance Keller Williams® Realty Greater Metropolitan will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know. Owners represented by Keller Williams® Realty Greater Metropolitan pay commission pursuant to a written listing agreement. In most cases, buyers represented by Keller Williams® Realty Greater Metropolitan pay a commission of \$199 through escrow at the time of title transfer and the remainder of the buyer's broker fee will be paid by the listing brokerage.

Working With Other Brokerages

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

FAIR HOUSING: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A., Section 3601 as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin, or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company.

	Ofer Moshkovitz	dotloop verified 08/02/20 3:39 PM IDT 7LII-29UP-4OVH-JYUA		
Signature		Date	Signature	Date
Print nam	ie: <u>Kappa Management, LLC</u>		Print name:	

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website <u>www.com.state.oh.us.</u>







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: 14809 Brunswick, Maple Heights, OH 44137

Buyer(s): <u>Kappa Management, LLC</u>

Seller(s):

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by <u>Michael McCandless</u> AGENT(S)

_____, and Keller Williams BROKERAGE

_____, and <u>______</u>Realty Trust Services The seller will be represented by Christopher Kaylor
AGENT(S)

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)_
$\Lambda \operatorname{cont}(a)$

_____ work(s) for the buyer and

_____ work(s) for the seller. Unless personally Agent(s)_____ involved in the transaction, the principal 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.

Ofer Moshkovitz	dotloop verified 08/02/20 3:39 PM IDT IG1S-AJMW-SC00-SAAA		08/04/2020
BUYER/TENANT	DATE	SELLER/LANDLORD	DATE
BUYER/TENANT	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 principal 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 principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal 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: Ohio Department of Commerce Division of Real Estate & Professional Licensing 77 S. High Street, 20th Floor Columbus, OH 43215-6133 (614) 466-4100



Keller Williams Greater Metropolitan 29225 Chagrin Boulevard, Suite 105 Cleveland, OH 44122

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

Date:	08/02/2020		
Property	Address:	14809 Brunswick, Maple Heights, OH 44137	
Sellers:			
Buyers/N	/lortgagors:	Kappa Management, LLC	

This is to give you notice that **GM Title & Escrow Services** is a joint venture owned by First Source Title Agency, Inc (50.1% ownership), Murwood Real Estate Group, LLC dba Keller Williams Greater Metropolitan (22% ownership) and many of the agents of Keller Williams Realty Greater Metropolitan (27.9% ownership), which may include your Real Estate Agent. Because of this relationship, this referral may provide a financial or other benefit to Keller Williams Realty Greater Metropolitan and your Real Estate Agent.

Set forth below is the estimated charges or range of charges by GM Title & Escrow Services for the following settlement services:

Insurance Coverage Amount	Premium*	Escrow Services
Up to \$150,000	\$5.75 / \$1,000	Closing Fees / \$310 per side
\$150,000 - \$250,000	\$4.50 / \$1,000	
\$250,000 - \$500,000	\$3.50 / \$1,000	
\$500,000 - \$10,000,000	\$2.75 / \$1,000	
\$10,000,000 +	\$2.25 / \$1,000	
Charges to Purchaser		Amount
Owners Title Insurance		1/2 per schedule above
Title Insurance Binder		\$100
Lender's Coverage		\$100
Charges to Seller		Amount
Owners Title Insurance		1/2 per schedule above
Title Examination		\$310

*The Original Rate applicable for the Homeowner's Policy of Title Insurance shall be the rate calculated under Rule PR-1 above plus fifteen percent (15%). This Policy can only be issued in connection with one-to-four family residential property or an individual condominium unit.

This is to give you notice that Cross Country Mortgage, Inc. and Murwood Real Estate Group, LLC dba Keller Williams Greater Metropolitan have an arrangement between entities where Cross Country Mortgage provides some financial support (unrelated to sales or revenue) to Murwood Real Estate Group, LLC for special events, marketing, and promotions. No revenue sharing, profit sharing, or commission sharing occurs at this time.

YOU ARE NOT REQUIRED TO USE GM TITLE & ESCROW OR CROSS COUNTRY MORTGAGE, INC. AS A CONDITION FOR THE PURCHASE (OR REFINANCE) OF THE SUBJECT PROPERTY. THERE ARE FREQUENTLYOTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THOSE SERVICES.

ACKNOWLEDGEMENT

I/We the undersigned acknowledge that I/we have read and received a copy of this disclosure form.						
Ofer Moshkovitz	dotioop verified 08/02/20 3:39 PM IDT DOTF-YIVA-MWZC-3NDY					
Buyers/Mortgagor			Seller			
Buyers/Mortgagor Seller						

KELLERVVILLI	EATER TROPOLITAN AMS. REALTY
PROMISSO	ORY NOTE
The undersigned hereby promises to pay to the order of \underline{F}	ast Tract Title
the sum of <u>One Thousand</u>	(\$ <u>1000</u> 00), and
further agrees that this Promissory Note is payable on der	mand as of the date due pursuant to the Offer to Purchase
and Acceptance for the property located	at <u>14809 Brunswick</u> ,
Maple Heights , Ohio.	
Signature: Ofer Moshkovitz dotloop verified 08/02/20 3:39 PM IDT N2JA-32PR-IAOX-FAH2	Signature:
Print Name:F	Print Name:
Date:	Date:







ADDENDUM I - WALK THROUGH

The following provisions are part	of the Offer to Purcha	se Real Estate and Acce	eptance
between Kappa Management, LLC			(BUYER)
and			_(SELLER)
for property located at 14809 Bruns	wick	Maple Heights	,
	STREET ADDRESS	MUNICPALITY	

Ohio, with offer dated 08/02/2020

The following is hereby mutually agreed upon by said Buyers and the Sellers:

1. The parties agree that Buyer will be given an opportunity to walk through the Property on or about <u>3</u> day(s) prior to depositing funds in escrow solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement. Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer's viewing or inspection of the Property. In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either: (a) held in escrow from Seller's proceeds pending correction of the material adverse change; or (b) credited to Buyer through escrow at the time of title transfer.

2. Sellers agree that all appliances and all mechanical systems on the property, including heating, cooling, plumbing, and electrical, etc., will be in good working condition, with the exception of anything disclosed in the Residential Property Disclosures, if applicable, at the time of possession by Buyer.

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

Tenant occupied condition will not change. Walk thru for knowledge house is still there.

08/04/2020

LBS

Buyer: Ofer Moshkovitz dotloop verifier 08/02/20 3:39 P LHIT-VBDM-XP		A
Buyer:	Seller:	
Date:	Date:	08/04/2020
Walk Thru Contingency Removed by:		
Buyer:	Buyer:	
Date:	_Date:	

Revised 1/17/2020



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1	BUYER: The undersigned Kappa Management, LLC & Assigns	offers to buy the following
2	described property located at: 14809 Brunswick	,
3	Maple Heights, Ohio, (the "Prop	erty"). Permanent Parcel No.785-04-013
4 5 7 8 9 10	The Property, which BUYER accepts in its "AS IS" PRESENT P rights, privileges and easements, and all buildings and fixtures all electrical, heating, plumbing and bathroom fixtures; all win- windows, curtain and drapery fixtures; all landscaping, d controls; all permanently attached carpeting. The following items microwave; kitchen refrigerator; dishwasher; washer; air conditioning; gas grill; fireplace tools; screen; gas ceiling fan(s); wood burner stove inserts; gas logs; and w	HYSICAL CONDITION, shall include the land, all appurtenant , including such of the following as are now on the Property: dow and door shades, blinds, awnings, screens, storm lisposal, smoke detectors, garage door opener(s) and shall also remain: ☐satellite dish; ☐range and oven; ☐dryer; ☐ radiator covers; ☐window air conditioner; ☐ central as doors ☐fireplace grates ☐all existing window tre atments;
12	Also included: Cash Offer, 25 day close	
13	NOT included:	
14		
15 16 17 18 19	SECONDARY OFFER: This ☐is ☑is not a secondary offer. This upon BUYER'S receipt of a signed copy of the release of the prim shall have the right to terminate this secondary contract at any tip primary contract by delivering written notice to the SELLER or to four (4) days of becoming the primary contract.	ary contract on or beforeBUYER me prior to BUYER'S receipt of said copy of the release of the
20 21	PRICE: BUYER shall pay the sum of payable as follows:	\$ <u>55 AM IDT</u> dottoop verified
22 23 24 25 26 27	 Earnest Money paid to Escrow Agent, as defined below, or Brok (the "Depository") will be deposited in a non-interest bearing trust account and credited against purchase price: Check to be made payable to Escrow Agent or Broker and deposited within four (4) Days from the date of Agreement, a Note to be redeemed and deposited within four (4) Days from 	\$ <u>1000</u> s defined below; or
28	NOTE: Ohio law requires deposits to an Escrow Agent in exe	cess of \$10,000 to be conveyed by wire transfer.
29	Cash down payment to be deposited in escrow via wire transfer:	\$
30	Mortgage loan to be obtained by BUYER:	\$
31		
32 33 34 35 36 37 38 39 40 41 42	FINANCING: This offer is conditioned upon BUYER making writted days after Acceptance, as hereinafter defined, and obtai If, despite BUYER'S good faith AGREEMENT shall be null and void. Upon signing of a mutual relibe returned to the BUYER upon confirmation that the deposit has other or to Broker and their agents. NOTE: In the event of a difference of a broker of Broker (the "Depository") is required by Ohio Ia (a) written mutual authorization of both parties specifying disbute earnest money is to be awarded. If within two years from the day parties have not provided the Depository with such signed instruction of both parties and the specific the dispute has been filed, the Depository shall return the earnest mode in the broker of the day and the depository shall return the earnest mode in the day and the depository shall return the earnest mode in the broker of the day and the depository shall return the earnest mode in the day and day and the day and the day and day and the day and	ning a written commitment for that loan on or about efforts, that commitment is not timely obtained, then this ease by SELLER and BUYER, the earnest money deposit shall as cleared and without any further liability of either party to the lispute between the parties regarding the earnest money, the w to maintain such funds in its trust account until its receipt of rsement; or (b) a final court order that specifies to whom the ate the earnest money was deposited with the Depository, the uctions or written notice that such legal action to resolve the
43	CLOSING: All funds and documents necessary for the completio	n of this transaction shall be placed in escrow with the lending
44	institution or escrow agent on or before 08/27/2020	and title shall be transferred on or about
45	08/27/2020	
46	POSSESSION: SELLER shall deliver possession and occupant	cy to BUYER on or before 6:00 p.m., day(s) after
47	recording of the Deed or <u>08/27/2020</u>	, whichever is later. SELLER agrees to maintain utilities up to
48	the date of title transfer, and BUYER agrees to transfer utilities as 08/02/20 1 OF 5 BEPPERS INITIAL/DATE Rev. 10.27 17	s of the date of title transfer. LBS 08/04/2020 SELLERS INITIAL/DATE

TITLE: SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release 49

- of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such 50 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value 51
- of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable. 52
- SELLER shall furnish an Owner's Fee Policy of Title Insurance from GM Title & Escrow, Agent for First Source Title Agency, 53
- **or ✓** Fast Tract Title (the "Escrow Agent") in the amount of the purchase price with cost of 54
- the insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days after notice to remove title 55
- defects. If unable to do so, BUYER may either a) accept title subject to each defect without reduction in the purchase price or b) 56
- terminate this Agreement, in which case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each 57 other, and BUYER and SELLER agree to sign a mutual release, whereupon Broker shall return the earnest money to BUYER.
- 58

59 PRORATIONS: Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date 60 61 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties 62 are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax 63 duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in 64 the process of completion at the time of the Agreement, then the escrow agent is instructed to make a good faith estimate of 65 the taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow 66 from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is 67 instructed to release the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the 68 land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$ from 69 70 SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property shall be deemed 71 72 subject to any agricultural tax recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment. 73

CHARGES/ESCROW INSTRUCTIONS: This Agreement shall be used as escrow instructions subject to the Escrow Agent's 74 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through 75 76 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) proration due BUYER; 77 e) Broker's commissions; f) one-half of the escrow; and g) other 78 (unless

VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER 79 shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. Tenant security deposits, 80 if any, shall be credited in escrow to the BUYER. 81

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-82 83 half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; and d) a commission of \$199 if BUYER is represented by Keller Williams Realty Greater Metropolitan, and e) other 84 85

- BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which 86
- will will not be provided from , which shall 87 at a cost of \$

88 be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider. 89

SELLER hereby authorizes the Escrow Agent to send a final copy of SELLER's executed Closing Disclosures to the Listing 90 91 Broker Selling Broker upon title transfer. BUYER hereby authorizes the Escrow Agent to send a final copy of BUYER'S 92 executed Closing Disclosure to the Listing Broker Selling Broker upon title transfer. 93

INSPECTION: This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice 94 95 within the specified number of days from the date of Acceptance, as herein defined. BUYER agrees that BUYER is solely responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from any and 96 all liability regarding the selection or retention of inspector(s). 97

If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent 99 and Broker. BUYER understands that all real property and improvements may contain defects and conditions that 100 are not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents 101 do not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is 102 103 BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, 104 LOCAL GOVERNMENT OR FHA/VA DO NOT REPLACE THE NEED FOR BUYER'S OWN INSPECTIONS. 105 106



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108	СНО	ICE	INSPECTION	EXP	ENSE
109	Yes	No		BUYER	SELLER
110	\checkmark		GENERAL HOME <u>10</u> days	\checkmark	
111		\checkmark	SEPTIC SYSTEM days		
112		\checkmark	WATER POTABILITY days		
113		\checkmark	WELL FLOW RATE days		
114		\checkmark	RADON days		
115		\checkmark	MOLDdays		
116		\checkmark	PEST/WOOD DESTROYING INSECTS days		
117		\checkmark	LEAD-BASED PAINTdays		
118		\checkmark	OTHER days		

119 (Specify) Any/all inspections deemed necessary by home inspector.

PEST/WOOD DESTROYING INSECTS: If selected above, an inspection of all structures on said premises shall be made by a 120 licensed inspection or exterminating agency expense and such agency's written report shall be made available to the BUYER 121 before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of 122 the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at 123 least one year in the case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood 124 destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE TBUYER OR SELLER (unless 125 FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.) This 126 AGREEMENT may be voided by the party paying for the repair and treatment if the cost exceeds \$500.00. 127

LEAD BASED PAINT: If selected above, BUYER shall have the right to have a risk assessment or inspection of the 128 Property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense 129 within ten (10) days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your 130 Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in a written 131 report, then BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing 132 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of 133 the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, 134 SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to 135 136 do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a gualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the 137 SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the Property in its 138 "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent. 139

140 **WAIVER** (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated 141 "YES." An<u>2</u> and the by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall 142 be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

143 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following: a) remove the Inspection 144 contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to 145 SELLER agreeing to have specific items identified in a written inspection report repaired by a qualified contractor in a 146 professional manner at SELLER'S expense; or c) terminate this AGREEMENT if written inspection report(s) identify material 147 latent defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment to Purchase 148 Agreement removing the inspection contingency and this Agreement will proceed in full force and effect. If the Property is 149 accepted subject to SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and 150 sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which are to 151 be repaired. SELLER and BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection 152 report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not signed by 153 both parties within those three (3) days, then this Agreement shall be null and void and SELLER and BUYER agree to sign a 154 mutual release. If BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, 155 then BUYER shall provide a copy of the written inspection report to SELLER and both parties agree to promptly sign a mutual 156 release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER upon 157 158 confirmation that the funds have cleared without any further liability of either party to the other or to Broker(s).

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



3 OF 5

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Ś	ELLERS I	N	TIAL/DATI	

0M BUYER Mas 08/02/20 162 (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS." 163 164 BUYER HAS NOT (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT 165 166 HAZARDS (disclosure form)." This offer is subject to SELLER completing the disclosure form and BUYER'S review and approval of the information contained 167 on the disclosure form within days from receipt. 168 MEGAN'S LAW: SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's department 169 pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate and agrees to 170 inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own inquiry with 171 the local sheriff's office or Ohio Attorney General's office as to registered sex offenders, and not SELLER or any broker or agent. 172 CONDITION OF PROPERTY: BUYER has examined the Property and agrees that the Property is being purchased in its "AS IS" 173 PRESENT PHYSICAL CONDITION, including any defects disclosed by SELLER on the State of Ohio Residential Property 174 175 Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of Acceptance as herein defined and the date of recording of the deed. 176 (BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by BUYER HAS 177 (date) prior to writing this offer. 178 SELLER on BUYER 🗹 HAS NOT (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This 179 offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the 180 information contained on the disclosure form within days from receipt. SELLER shall pay all costs for the repair of any 181 water or gas line leak found between the street and foundation at the time of transfer or restoration of utilities. SELLER agrees 182 to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER 183 with copies of any notices received from government agencies to inspect or correct any current building code or health violations. 184 If applicable, BUYER and SELLER shall have five (5) days after receipt by BUYER of all notices to agree in writing which 185

186 party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot 187 agree in writing, this AGREEMENT may be declared null and void by either party.

188 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that SELLER has completed the Ohio Residential Property 189 Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made 190 by SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate 191 the information provided by SELLER on that form and cannot guarantee that it is accurate or complete. BUYER has not relied 192 on any representation by the Broker(s) and/or any agent(s) regarding the use or condition of the Property, whether verbal or 193 written, including without limitation as to square footage, zoning, lot dimensions, homeowners' fees, public and private 194 assessments, utility bills, taxes or special assessments except as listed below (if none, indicate "none"):

The parties acknowledge and agree that Keller Williams Realty Greater Metropolitan does not promote, endorse or approve of the referral or recommendation by its agents of any independent business in which the agent and/or any member of the agent's family has an ownership interest or from which the agent or any member of the agent's family receives any benefit or compensation.

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

ELECTRONIC DATA SECURITY: The parties agree to confirm wire instructions directly with the lender or Escrow Agent using an independently verified telephone number. Keller Williams Realty Greater Metropolitan's agents and employees will never ask any party to wire funds or to supply credit or debit card, routing, or bank account numbers. The parties hereby agree to release the brokers and agents involved in this transaction from any and all liability related to any unlawful breach of electronic data by a third party.

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



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parties, if each party so elects, and may be delivered by facsimile or electronic means. This Agreement represents the entire
agreement between the parties, and there are no other representations, warranties or understandings between them, except as
outlined herein. This is a legally binding agreement. The parties agree to direct any questions of law to any attorney.

220 ADDENDA: The terms and conditions in the attached addenda 🗌 Agency Disclosure Form 🔲 Ohio Residential Property

Disclosure Form VA FHA FHA Home Inspection Notice "For Your Protection" Condominium Addendum Condominium
 Acknowledgement Walk through Addendum House Sale Contingency Addendum House Sale Concurrency Addendum
 I ead Based Paint Addendum Affiliated Business Disclosure Other

Ofer Moshkovitz	dotloop verified 08/02/20 3:39 PM IDT M34M-JFYF-WBJH-M5DF	
BUYER)		ofer.moshkovitz@gmail.com (E-MAIL ADDRESS)
BUTER)	Date	(E-IVIAIL ADDRESS)
BUYER)	Date	(E-MAIL ADDRESS)
ADDRESS AND ZIP CODE)		(TELEPHONE)
DEPOSIT RECEIPT: Receipt of the earnest money in the for	orm of a Check	note (CHECK ONE, made payable to Escrov
Agent or	nt and exceeds the	e sum of <u>10,000.00</u> , then the Earnest Money
Christopher Kaylor Office:	Realty Trust Serv	vices Phone:
CEPTANCE: SELLER accepts the above offer and irre	evocably instructs	
unds a commission of Three		percent (<u>3</u>
of the purchase price to Keller Williams Realty Greater	Metropolitan at 29	-
Per agreement		percent of the purchase price
		(cooperating broker, if any, at the following
address)		
Unless otherwise stated, the earnest money held by Broke		ry shall be applied to the commissions due to the
brokers, with the balance to be remitted to the escrow agen	it	
A	08/04/2	020
SELLER)	0870472 Date	(E-MAIL ADDRESS)
SELLER)	Date	(E-MAIL ADDRESS)
ADDRESS AND ZIP CODE)		(TELEPHONE)
Selling Agent Name	Listing Agen Christopher I	
Selling Agent RE License #		t RE License #
Telephone and email	Telephone a	
Solling Brokorogo Nomo	Lipting Droke	chrisckaylor@gmail.com
Selling Brokerage Name Keller Williams Greater Metropolitan	Listing Broke	erage Name Services, LLC
Selling Brokerage License # REC: 2002014655		erage License #
Selling Brokerage Telephone 216-839-5500	Listing Brokerage Telephone	
Selling Brokerage Email klrw297@kw.com	Listing Broke	erage Email
Brokerage Address	Listing Broke	erage Address
Brokerage Address 29225 Chagrin Blvd. Pepper Pike, Ohio 44122	Listing Broke	erage Address

