

ADDENDUM: _____



This is an Addendum to the Purchase Agreement dated May 3, 2022
for the purchase and sale of the Property known as:
(Street Address) 21100 Morris Ave,
(City) Euclid, Ohio (Zip Code) 44123
between Maria Zapata, Robert Del Real (Buyer) and
Infinite Loop Holding LLC (Seller).

The following is hereby mutually agreed upon by said Buyer(s) and Seller(s):
Property to close on or about 6/3/2022.

 BUYER Maria Zapata 5/31/2022 9:07:24 PM CDT	05/31/2022 DATE	 SELLER Infinite Loop Holding LLC	DATE
 BUYER Robert Del Real 6/1/2022 2:28:44 AM CDT	06/01/2022 DATE	SELLER	DATE

Maria Zapata
dotloop verified
06/01/22 10:27 AM
PDT
SIXX-KLOQ-WSJ0-3BBX

ADDENDUM: _____



This is an Addendum to the Purchase Agreement dated May 3, 2022
for the purchase and sale of the Property known as:
(Street Address) 21100 Morris Ave,
(City) Euclid, Ohio (Zip Code) 44123
between Maria Zapata, Robert Del Real (Buyer) and
Infinite Loop Holding LLC (Seller).

The following is hereby mutually agreed upon by said Buyer(s) and Seller(s):
Buyers are Maria Zapata and Robert Del Real.

Multiple horizontal lines for additional terms or conditions.


BUYER Maria Zapata DATE 05/03/2022


SELLER Infinite Loop Holding LLC DATE _____

dotloop verified
05/26/22 10:21 AM PDT
UC95-8EFW-PSZI-THFB


BUYER Robert Del Real DATE 05/04/2022

SELLER _____ DATE _____



**AMENDMENT TO RESIDENTIAL PURCHASE AGREEMENT
AND REMOVAL OF INSPECTION CONTINGENCIES**

1 This is an Amendment to the Residential Purchase Agreement dated:
2 May 3, 2022 for the purchase and sale of the property known as:
3 (Street Address) 21100 Morris Ave
4 (City) Euclid, Ohio, (Zip Code) 44123
5 between Maria Zapata, Robert Del Real (Buyer)
6 and Infinite Loop Holding LLC (Seller).

7 The following changes and/or additions are hereby mutually agreed upon by the Buyer(s) and
8 Seller(s):




9 **FINANCING:** Buyer(s) loan commitment to be obtained on or about:
10 _____ (date)
11 **CLOSING:** Funds and Documents to be placed in escrow on or before:
12 _____ (date) and title shall be transferred on or
13 about _____.
14 **POSSESSION:** Seller(s) shall deliver possession to Buyer(s) on
15 _____ (date) AM PM provided the
16 title has transferred.

17 **INSPECTION CONTINGENCIES:**

- | | | |
|-----------------------------------|----------------------------------|--|
| 18 1. General Home Inspection | <input type="checkbox"/> Removed | <input checked="" type="checkbox"/> Removed subject to conditions listed below |
| 19 2. Septic System Inspection | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 20 3. Water Potability Inspection | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 21 4. Well Flow Rate | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 22 5. Radon | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 23 6. Pest/Wood Destroying Insect | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 24 7. Lead Based Paint Inspection | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 25 8. Mold | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 26 9. Other _____ | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 27 10. _____ | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |

28 **CONDITIONS: Seller to reduce Purchase Price to \$103,000 and seller to credit \$1500 towards**
29 **buyers closing cost & prepaids.**

33 ALL OTHER TERMS AND CONDITIONS OF THE RESIDENTIAL PURCHASE AGREEMENT TO
34 REMAIN IN FULL FORCE AND EFFECT.

35  BUYER <u>Maria Zapata</u> 5/17/2022 10:19 AM	DATE <u>05/17/2022</u>	 SELLER <u>Infinite Loop Holding LLC</u> 5/17/2022 10:33 AM	DATE _____
37  BUYER <u>Robert Del Real</u> 5/18/2022 10:33 AM	DATE <u>05/18/2022</u>	SELLER _____	DATE _____



Chicago Title Company, LLC
 34920 Ridge Road, Suite 100-B
 Willoughby, OH 44094-4492
 Phone: 440-205-2300 | FAX: 440-942-8417

Receipt For Funds

Brand Chicago Title Company, LLC	Profit Center CTNO-5016	Order Number 2200151730-16	Trust Acct. Date 05/09/22	Reference Number 199990777
Trust Acct. Code OHCTFNOXUS6379	Bank Name US Bank			

Ledger ID: 2200151730-16
 Buyer/Borrower: Maria Zapata
 Seller: Infinite Loop Holding LLC
 Property Address: 21100 Morris Avenue, Euclid, OH 44123

Transaction Date: 05/09/22
 Original User ID: FNFGLOBAL\6138326

Amount: \$4,000.00


Received From: Maria Zapata
 Memo: Funds from Buyer

Type of Funds Received: Direct Deposit

Bank Drawn On: Chase Bank	From Check Number: 727
ABA Routing Number:	Account Number:

Received the above funds:

Date: 05/09/22

By: 
 Sam Frey

****CASH DEPOSIT VERIFIED**

By: _____

The parties to this escrow acknowledge that the maintenance of escrow accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Holder or its affiliates, and Escrow Holder or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

NOTICE OF OPPORTUNITY TO EARN INTEREST

You have the opportunity to earn interest on your escrowed funds as follows:

1. Request your escrow agent set up an interest bearing account.
2. The charge to set up and service the interest bearing account is \$_____.
3. As an example, the amount of interest you can earn on a deposit of \$1,000.00 for a thirty day period at an interest of 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate.
4. To establish an interest bearing account, ask for an "Escrow Instruction - Interest Bearing Account", complete the form and return it to your escrow officer.

Reference Number: 199990777

Certificate of Inspection
City of Euclid
Housing Department

Issue Date: 05/04/2022

Dear Home Owner:

Your property has been inspected in accordance with Chapter 1759 of the Building Maintenance Code. Therefore, in accordance with this Chapter, this Certificate of Inspection has been issued for the property and structure located at:

Parcel: 64118043
21100 MORRIS AVE
Euclid, OH

Authorized Occupancy:

XXX No apparent violations found during initial inspection.
XXX All violations have been satisfactorily corrected.
Affidavit received from purchaser to assume responsibility to correct existing violations .

Seller: INFINITE LOOP HOLDING, LLC
15817 S SAINT ANDREWS PL
GARDENA CA 90247

Purchaser:

Date Inspected: 05/06/2022

Inspector: Paco Hernandez

Expiration Date: 05/06/2023

The inspection performed was a visual inspection only, no destructive investigations were performed. The City accepts no liability for failure to report all violations that may exist, but which were undetected. This inspection does not take place of buyers and sellers having inspections done which may be of a more extensive or specialized type.

City of Euclid
Housing Manager




ADDENDUM: _____



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for the purchase and sale of the Property known as:
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between Maria Zapata, Robert Del Real (Buyer) and
Infinite Loop Holding LLC (Seller).

The following is hereby mutually agreed upon by said Buyer(s) and Seller(s):
Buyers are Maria Zapata and Robert Del Real.

Multiple horizontal lines for additional terms or conditions.

	05/03/2022		dotloop verified 05/06/22 10:21 AM PDT 3WMU-TWZU-HOJ3-NVQX
BUYER <u>Maria Zapata</u>	DATE	SELLER <u>Infinite Loop Holding LLC</u>	DATE
	05/04/2022		
BUYER <u>Robert Del Real</u>	DATE	SELLER	DATE



RE/MAX HAVEN REALTY
RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE



1 BUYER: The undersigned Maria Zapata offers to buy the
2 PROPERTY: Located at 21100 Morris Ave
3 City Euclid, Ohio, Zip Code 44123
4 Permanent Parcel No. 641-18-043, and further described as being: Single family home

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,
10 smoke detectors, garage door opener(s) and controls; all permanently attached carpeting. The
11 following selected 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: All

16 Fixtures NOT Included: None

18 PRICE: Buyer shall pay the sum of \$ 105,000
19 Earnest money payable to Chicago Title/ACT- to be wired \$ 101,000.00
20 In the form of a check note. Note shall be redeemed immediately
21 upon receipt of a binding agreement (as defined on lines 205-213)
22 and all monies deposited in an escrow/trust account are to be
23 credited against the purchase price \$ 1,000.00
24 Balance of cash to be deposited in escrow \$ TBD by lender
25 Mortgage loan to be obtained by Buyer \$ Balance
26 X Conventional. FHA, VA, Other Down payment TBD by lender.
27 Balance to be conventionally financed.

29 FINANCING: Buyer shall make a written application for the above mortgage loan and provide documentation to
30 Seller of said application within 10 days and shall obtain a commitment for that loan no later than
31 21 days after acceptance of this offer. At the Seller's written election, if, despite Buyer's good faith
32 efforts, that commitment has not been obtained, then this Agreement shall be null and void. Upon signing of a
33 mutual release by Seller and Buyer, the earnest money deposit shall be returned to the Buyer without any further
34 liability of either party to the other or to the Brokers and their agents. (see line 196)

35 CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow
36 with the lending institution or escrow company on or before June 1, 2022, and title shall be
37 recorded on or about June 2, 2022.

38 POSSESSION: Seller shall deliver possession to Buyer of the property on AT transfer (date) at 5:00 (time),
39 AM PM provided that the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
40 the Seller free for N/A days. Additional N/A days at a rate of \$N/A per day. Insurance coverage
41 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
42 Seller and Buyer.

BUYER'S INITIALS AND DATE
05/03/2022

SELLER'S INITIALS AND DATE
05/04/22
Purchase Agreement 8/10



Property Address **21100 Morris Ave, Euclid, 44123**

43 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,
44 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage
45 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not
46 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
47 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title
48 Insurance from Chicago Title/ACT in the amount of the purchase price. Seller shall have
49 thirty (30) days after notice to remove title defects. If unable to do so, Buyer may either a) accept Title subject to
50 each defect without any reduction in purchase price or b) terminate this agreement, in which case neither Buyer,
51 Seller nor any broker shall have any further liability to each other, and both Buyer and Seller agree to sign a
52 mutual release. releasing earnest money to Buyer. (see line 196)

53 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
54 county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been
55 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the
56 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall
57 be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact
58 the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been
59 recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is
60 new construction and recently completed or in the process of completion at the time the agreement was signed by
61 the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the
62 improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net
63 proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow
64 agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local
65 county auditor that the taxes on the land and improvements have been paid in full to the date the title has been
66 recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes
67 and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in
68 valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the
69 date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private,
70 except the following: **none**


71
72 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
73 Buyer Seller agrees to pay the amount of such recoupment.

74 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
75 Escrow Agent's usual conditions of acceptance.

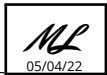
76 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
77 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
78 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
79 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
80 in which case Seller shall pay the entire escrow fee), and h) if property is listed with RE/MAX Haven Realty a fee
of \$199.00 for-brokerage services rendered to the seller.

81 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
82 **\$Paid in full** from the proceeds due Seller for payment of Seller's final water and
83 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.
84 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
85 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
86 deed and any mortgage, d) a fee of \$199.00 to RE/MAX Haven Realty for brokerage services rendered to the buyer.
87 If requested by Broker, the Seller(s) and Buyer(s) hereby authorize the escrow agent to send a copy of their fully
88 signed HUD1 Settlement Statement to their respective Broker(s) listed on this Agreement promptly after closing.

89 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
90 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
91 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
92 Limited Home Warranty Plan issued by N/A. The cost of **\$N/A**
93 shall be paid by Buyer Seller through escrow.


05/03/2022
BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT


05/04/22
DATE PD
00000P verified
SELLER'S INITIALS AND DATE
Purchase Agreement 8/10



Property Address **21100 Morris Ave, Euclid, 44123**

94 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a licensed Ohio home inspector
95 of Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
96 sole responsibility to select and retain a licensed Ohio home inspector or a qualified inspector for each requested
97 inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer
98 does not elect inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker.
99 Buyer understands that all real property and improvements may contain defects and conditions that are not readily
100 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
101 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
102 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
103 inspectors regarding the condition and systems of the property.

104 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
105 **need for the inspections listed below.**

106 Waiver: DS (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
107 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
108 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice		Inspections	Expense	
Yes	No		BUYER	SELLER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u> 7 </u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER . . . _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability, <input type="checkbox"/> other)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>

120 (list other inspections) _____

- 121 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:
- 122 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
123 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
124 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
125 full force and effect; **OR**
 - 126 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
127 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
128 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
129 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
130 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
131 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
132 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
133 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
134 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
135 to the Buyer. (see line 196) The Buyer and Seller can mutually agree in writing to extend the dates for
136 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
137 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
 - 138 c. Terminate this agreement if written inspection report(s) identify material latent defects not previously
139 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
140 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
141 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
142 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
143 other or to the broker(s).(see line 196)

 DS

05/03/2022

BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT

 ML
05/04/22
9:22 PM PDT
outloop verified

SELLER'S INITIALS AND DATE

Property Address **21100 Morris Ave, Euclid, 44123**

144 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's
 145 sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and
 146 agrees to inquire with the local sheriffs office. Buyer agrees to assume the responsibility to check with the local
 147 sheriffs office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriffs office as
 148 to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the
 149 transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

150 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
 151 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
 152 *Property Disclosure Form* or identified by any inspections requested by either party or any other
 153 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
 154 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
 155 relied upon any representations, warranties, or statements about the property (including but not limited to its
 156 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 157 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
 158 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
 159 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
 160 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

161 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
 162 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
 163 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
 164 received from governmental agencies to inspect or correct any current building code or health violations. If
 165 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
 166 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
 167 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
 168 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 196)

169 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
 170 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
 171 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property
 172 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements
 173 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
 174 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby
 175 acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the
 176 rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and
 177 special assessments are approximate and not guaranteed. Please list any and all verbal representations made by
 178 Brokers or their agents that you relied upon when purchasing this property (if none, write "**none**")
 179 **none**

180 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
 181 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
 182 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
 183 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
 184 earnest money on deposit (see line 196). If such damage is less than ten percent of the purchase price, Seller
 185 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property

186 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
 187 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
 188 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
 189 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Other **Anti-fraud**
 190 **disclosure, COVID-19 Addendum, Walk Through Addendum**

191 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
 192 **terms in the Purchase Agreement.**

193 **ADDITIONAL TERMS: Rent prorated on HUD. Security deposit sent to Remax Haven PMD.**

194 **Lease, ledger, and tenant contact information provided within 5 days of accepted offer.**

195 **Buyer to assume POS- subject to review.**

05/03/2022

BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT

SELLER'S INITIALS AND DATE

05/04/22
5:22 PM PDT
dotloop verified

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Purchase Agreement 8/10



Property Address **21100 Morris Ave, Euclid, 44123**

196 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
197 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
198 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
199 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
200 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
201 the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been
202 filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.

203 In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by
204 broker against the real estate commission owed the broker as a result of said closing.

205 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
206 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
207 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
208 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
209 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
210 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
211 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
212 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
213 calendar days.

214 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

215 BUYER  Address 29255 Abelia Glen st
216 Print Name Maria Zapata Date 05/03/2022 2:02:53 PM GMT Phone 9097020484
City Menifee, CA 92584

217 BUYER _____ Date _____ Phone _____
218 Print Name _____ Email sgrhny20m9@aol.com


219 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
220 funds a commission of **\$Per MLS** _____ or _____ percent (_____ %) of the
221 purchase price to RE/MAX Haven Realty 5306 Transportation Blvd. Cleveland, Ohio 44125
222 and **\$Per List** _____ or _____ percent (_____ %) of the
223 purchase price to _____ (Listing Broker) **Realty Trust Services, LLC** (Office)

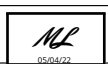
224 SELLER _____ Address _____
225 Print Name **Infinite Loop Holding LLC**

226 SELLER _____ Date _____ Phone _____
227 Print Name _____ Email _____

228 Selling Agent Name, Telephone and Email: Listing Agent Name, Telephone and Email:
229 **Michael Azzam & Jamie Claxon** **Rakesh Baniya**
230 **(440)382-7775** **(216)218-7976**
231 **jamie@theazzamgroup.com** **rakesh@rtserve.com**

232 Selling Brokers Name, Address and Telephone: Listing Brokers Name, Address and Telephone:
233 **RE/MAX Haven Realty** **Realty Trust Services, LLC**
234 **5306 Transportation Blvd.** **29550 Detroit Road, Suite 102**
235 **Cleveland, Ohio 44125** **Westlake, OH 44145**
236 **(216) 332-0456** **(440)427-0123**

 05/03/2022
BUYER'S INITIALS AND DATE


SELLER'S INITIALS AND DATE



RE/MAX[®]
HAVEN REALTY

Main Office

5306 Transportation Blvd.
Cleveland, OH 44125
216-332-0456 **PH**
216-332-0457 **FX**

Solon

34050 Solon Rd., Suite 100
Solon, OH 44139
440-519-3100 **PH**
440-519-0303 **FX**

Twinsburg

8936 Darrow Rd.
Twinsburg, OH 44087
330-425-2222 **PH**
440-425-2224 **FX**

Hudson

13 E. Main St., #2
Hudson, OH 44236
234-380-5236 **PH**
234-380-5238 **FX**

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

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 at www.com.state.oh.us.

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.

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

Working With RE/MAX Haven Realty

RE/MAX Haven Realty represents 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 RE/MAX Haven Realty and its managers will act as a dual agent. This means that the brokerage and its managers will maintain a neutral position and not take any actions that favor one side over the other. RE/MAX Haven Realty will still supervise both agents to assure 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, then that agent and RE/MAX Haven Realty will act as dual agents, but only if both parties agree. As a dual agent they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to that in writing. If you do not agree to dual representation, you can ask that another agent in our company be assigned to represent you, or you can seek representation from an attorney or another brokerage.

As a buyer, you may also choose to represent yourself on properties RE/MAX Haven Realty has listed. In that instance RE/MAX Haven Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When RE/MAX Haven Realty lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. RE/MAX Haven Realty 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 RE/MAX Haven Realty shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be looking out for the buyer and RE/MAX Haven Realty will be representing your interests. When acting as a buyer's agent, RE/MAX Haven Realty also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement


It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

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, acknowledging receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

Maria Zapata

Print Name


5/3/2022 4:03:07 PM GMT


Signature

05/03/2022

Date

INFINITE LOOP HOLDING, LLC

Print Name

 dotloop verified
05/04/22 9:22 PM PDT
ZDTH-WI2A-LLVW-C190

Signature

05/04/2022

Date



ANTI-FRAUD DISCLOSURE STATEMENT TO CONSUMERS

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While RE/MAX Haven Realty has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties.

RE/MAX Haven Realty, including its employees and agents, will never ask you for confidential financial details, such as social security, bank account and/or debit or credit card numbers, nor will it instruct you to wire funds to it.


You should never transmit nonpublic information, such as credit or debit card numbers or bank account or routing numbers, by email or other unsecure electronic communication. Emails attempting to induce fraudulent wire transfers are common and may appear to come from a trusted source.

Before wiring funds to any party involved in your real estate transaction, including without limitation; a title and escrow representative, mortgage broker, lender, real estate brokerage or agent, or lawyer, you are advised to call the party personally to confirm that the wiring instructions are legitimate. Use a telephone number that you have directly verified, not one that you obtain from an email signature. Never wire money without double-checking that the wiring instructions are correct.

If you suspect fraud in connection with your transaction, please immediately contact the principal broker or a management licensee of RE/MAX Haven Realty.


ACKNOWLEDGMENT

I/we have carefully reviewed the information above and hereby release RE/MAX Haven Realty and its agents from any and all liability and damages arising from or connected to any cyber security breach. I hereby acknowledge a copy of receipt of this warning as of the date(s) written below.


5/3/2022 4:03:09 PM GMT
Signature

05/03/2022

(Date)


dotloop verified
05/04/22 9:22 PM PDT
B2R5-WPKY-EBUX-PBUC
Signature (Date)



AGENCY DISCLOSURE STATEMENT



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

Property Address: 21100 Morris Ave, Euclid, 44123

Buyer(s): Maria Zapata

Seller(s): Infinite Loop Holding LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Michael Azzam & Jamie Claxon, and Remax Haven Realty
AGENT(S) BROKERAGE

The seller will be represented by Rakesh Baniya, and Realty Trust Services, LLC
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) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally 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.

Maria Zapata 05/03/2022
BUYER/TENANT DATE

Man Law 05/04/22 9:22 PM
SELLER/LANDLORD DATE
Infinite Loop Holding LLC
dotloop verified PDF IWG-TPAL-YVZ-IDR

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





WALK-THROUGH ADDENDUM

Property Address: **21100 Morris Ave, Euclid, 44123**
This Addendum is made part of the Agreement between Maria Zapata
(Buyer) and Infinite Loop Holding LLC (Seller) for the address listed above
(the "Property") with offer dated May 3, 2022.

The parties agree that the Buyer will be given an opportunity to walk through the Property on or about 2 day(s) prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, as at the time of the execution of the Agreement. Buyer's failure to exercise this opportunity in the time period described herein shall be deemed as acceptance of the property.

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 previously viewing the Property or having been resolved and agreed to in previous addendums to the Agreement.

In the event that the walk-through evidences a material adverse change in the condition of the Property, the Buyer shall promptly notify the Seller and the escrow agent in writing.

Thereafter, the parties shall mutually agree, in writing to: (1) an amount to be held in escrow from Seller's proceeds pending correction of the material adverse change; or (2) an amount to be credited to Buyer through escrow at the time of title transfer; or (3) to have Seller, at Seller's expense, correct the problem (material adverse change) specifically identified by Buyer prior to transfer.


The Property shall be in broom clean condition and free of all personal property and debris at the time of possession. Seller to maintain yard, including grass cutting, leaf clean-up and snow removal, through date of possession.

Additional Terms and Conditions:


BUYER
2022 4:03:53 PM GMT
Maria Zapata

05/03/2022

Date


dotloop verified
05/04/22 9:22 PM PDT
YXIMX-XD50-G6AV-QQ2W

Seller

Date

Infinite Loop Holding LLC

Buyer

Date

Seller

Date

Removal of Walk-Through Contingency: The undersigned Buyer hereby waives and removes the Walk-Through Contingency in the above referenced Purchase Agreement. Failure to respond deems acceptance.

Buyer
Maria Zapata

Date

Buyer

Date

“Before using this Addendum, you should consult your own legal counsel as circumstances will differ greatly and parties are going to have to agree on a case by case basis.”

**ADDENDUM to REAL ESTATE PURCHASE AGREEMENT
(Force majeure COVID-19)**


The following provisions are part of the Offer to Purchase Real Estate and Acceptance by and between


Maria Zapata (BUYER) and
Infinite Loop Holding LLC (SELLER) for
21100 Morris Ave, Euclid, 44123, Ohio

executed on May 3, 2022 (the "Agreement"). The parties hereby agree as follows:

1. If SELLER or BUYER s performance under the Agreement is either delayed or prevented due to unanticipated forces (Unanticipated Forces) as herein defined, then the parties agree that the terms of this Addendum shall apply. Unanticipated Forces shall be defined as circumstances arising or resulting from the global COVID-19 pandemic, i.e., a force majeure beyond the control of the parties, including any federal, state, or local governmental law, regulation or action, including without limitation business and governmental office closures, shutdowns, loss of income relating from closures or shutdowns, and travel bans.
2. A party shall promptly notify their real estate agent (or the other party directly if they are not represented by a real estate brokerage) in writing if Unanticipated Forces require the Agreement to be modified or terminated.
3. Thereafter, requests for modifications to the Agreement necessitated by Unanticipated Forces shall be made in writing by the party making the request, and may include without limitation modifications in date(s) for (a) BUYER securing written loan commitment; (b) BUYER S completion of specific inspections and/or the time for the parties agreement as to repairs, if applicable under the Agreement; (c) deposit of funds and documents with the Escrow Agent, as defined in the Agreement; and/or (d) recording of the deed.
4. If the parties cannot agree in writing about modifications to the Agreement within three (3) days following delivery of the request for modification, then either party may elect to terminate the Agreement, whereupon the parties shall execute a mutual release between them, further release all real estate professionals involved in the Agreement from any and all obligations under the Agreement, and direct all deposits, if any, to be returned to the party who made them.

The parties understand and agree that by law Ohio real estate licensees may not provide legal advice. Accordingly, the parties agree to consult with their independent legal counsel before executing this Addendum if they have questions of law. This Addendum supersedes any conflicting terms of the Agreement. There are no other agreements or understandings between the parties in respect to the subject matter hereof.

BUYER: 
Maria Zapata
05/03/2022 4:03:56 PM GMT

SELLER: 
Infinite Loop Holding LLC
dotloop verified
05/04/22 9:22 PM PDT
DRNO-VC8P-LG24-GV8A

BUYER: _____

SELLER: _____

DATE: 05/03/2022

DATE: 05/04/2022



RE/MAX HAVEN REALTY

Licensee Designation and Third-Party Authorization Addendum to the Agency Disclosure

For the property at 21100 Morris Ave, Euclid, OH 44123, the following licensees and unlicensed personnel shall act on behalf of the Buyer Seller as additional Designated Licensees pursuant to the offer dated 05/03/2022.
Seller is agreeing to provide access information to third parties (appraisers & inspectors) as needed _____



Sales Team Executive: Michael Azzam

Sales Associates: Jamie Claxon
Wayne Brooks
Cameron Divella
Steven Morris
Gus Kazek
Chris Szabo

Director of Growth and Development: Ericka Schneider

Transaction Coordinator: Megan Halleen

Listing & Marketing Coordinator: Liz Sabo

Business Development Manager: Gabrielle Gratz

City/Utility Department Coordinator: Meredith Orlowski

Accounting & Invoicing: Brittany Acord

Field Technicians: Scott Ruic

Man Law
dotloop verified
05/04/22 9:22 PM PDT
AEIL-1U95-B2QZ-N2OL

Seller

Date

Authentisign

5/3/2022 4:04:15 PM GMT

Buyer

05/03/2022

Date

Seller

Date

Buyer

Date

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(In Compliance with Federal Law)

TO: Maria Zapata
(Buyer, Seller or Borrower)

PROPERTY ADDRESS: 21100 Morris Ave, Euclid, OH 44123

FROM: Jamie Claxon DATE: 5/3/2022
(Party making referral)

We are pleased to recommend that you arrange title and/or escrow closing services through ACT Title Agency, LLC and Chicago Title Company LLC. ACT Title Agency, LLC is a title insurance policy issuing agent of Chicago Title Insurance Company and contracts with Chicago Title Company LLC for certain settlement services. PLEASE NOTE that Jamie Claxon has a business relationship with ACT Title Agency, LLC and has an ownership of 25 interests in ACT Investors, LLC. ACT Investors, LLC has a 49% direct ownership interest in ACT Title Agency, LLC. Executive Title Agency Corp., a wholly owned subsidiary of Chicago Title has a 51% direct ownership interest in ACT Title Agency, LLC. Because of this relationship, this referral may provide Jamie Claxon a financial or other benefit.

Below are the estimated range of charges for settlement services:

<u>Amount of Title Insurance Coverage for Owners Policy</u>	<u>Premium per \$1,000 of Contract Sales Price</u>	<u>Closing (Escrow) Fee</u>	<u>Conveyance Fee (Transfer Tax)</u>
Up to \$150,000	\$5.75 / \$1,000	Closing fees range between \$175 and \$390 each to Purchaser and Seller depending on purchase price & county	\$3.00 - \$4.00 per \$1,000 Per Contract Sales Price (Rounded to the nearest \$100) Depending on county location of property
Over \$150,000 up to \$250,000	Flat fee of \$187.50 + \$4.50/\$1,000		
Over \$250,000 up to \$500,000	Flat fee of \$437.50 + \$3.50/\$1,000		
Over \$500,000 up to \$10,000,000	Flat fee of \$812.50 + \$2.75/\$1,000		
Over \$10,000,000	Flat fee of \$812.50 + \$2.25/\$1,000		
Minimum Charge	\$175		



<u>Charges to Purchaser</u>		<u>Charges to Seller</u>	
½ of Owner’s Title Insurance Settlement / Escrow Fee	per schedule above	½ of Owner’s Title Insurance Settlement / Escrow Fee	per schedule above
Title Insurance Binder	\$75	Title Examination (depending on county)	\$195 - \$375
Lender’s Coverage (simultaneous issue)	\$100	Conveyance Fee (Transfer Tax)	per schedule above
Special Tax Exam (if applicable)	\$60	Shipping/Handling Service Fee (if applicable)	\$50
Shipping/Handling Service Fee (if applicable)	\$50	Update Service Fee (if applicable)	\$50
Update Service Fee (if applicable)	\$50		

Please Note: There may be additional charges depending on the particular needs of your transaction.

While we encourage you to use these companies, you are NOT required to use the listed provider as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgment

I/we have read this disclosure form and understand that Jamie Claxon is /are referring me/us to purchase the above-described settlement service(s), and may receive a financial or other benefit as a result of this referral.

Signature:  Date: 05/03/2022 Signature:  dotloop verified
05/04/22 9:22 PM PDT
TNST-5FLO-DCXP-2GSE

Signature: _____ Date: _____ Signature: _____ Date: _____



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials Date 04/21/2022
Owner's Initials Date _____

Purchaser's Initials Date 05/04/2022
Purchaser's Initials Date 05/04/2022

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 21100 Morris Avenue, Euclid, OH 44123

Owners Name(s): INFINITE LOOP HOLDING, LLC

Date:

Owner [] is [X] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: 03/02/2018

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

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

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

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

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

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

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

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

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

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

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

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

Owner's Initials [Signature] Date 04/21/2022

Purchaser's Initials [Signature] Date 05/04/2022

Property Address 21100 Morris Avenue, Euclid, OH 44123

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

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

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

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

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

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

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

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



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

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

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

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

Owner's Initials  Date 04/21/2022
Owner's Initials  Date _____

Purchaser's Initials  Date 05/04/2022
Purchaser's Initials  Date 05/04/2022

Property Address 21100 Morris Avenue, Euclid, OH 44123

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

If "Yes", please describe: _____

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

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

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

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

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____

List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

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

If "Yes", please describe (amount) _____

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

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

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

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

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

Owner's Initials MC Date 04/21/2022

Owner's Initials Date _____

Purchaser's Initials [Signature] Date 05/04/2022

Purchaser's Initials [Signature] Date 05/04/2022

Property Address 21100 Morris Avenue, Euclid, OH 44123

CERTIFICATION OF OWNER

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

OWNER: *Man Law* dotloop verified
04/21/22 12:15 PM
PDT
VCJD-XJIN-SDHX-LFPS

OWNER:

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

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

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

PURCHASER: 05/04/2022

PURCHASER: 05/04/2022

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

Property Address: _____

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

Seller's Disclosure

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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


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

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

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




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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

	05/04/2022
BUYER	DATE
	05/04/2022
BUYER	DATE
	05/04/2022
AGENT	DATE

	dotloop verified 04/21/22 12:19 PM PDT 4UP6-6N4P-SR4V-INE9
SELLER	DATE
SELLER	DATE
	dotloop verified 04/21/22 1:01 PM EDT PG2N-6A3D-TLFM-PPRP
AGENT	DATE



Property Address **21100 Morris Ave, Euclid, 44123**

43 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,
44 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage
45 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not
46 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
47 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title
48 Insurance from Chicago Title/ACT in the amount of the purchase price. Seller shall have
49 thirty (30) days after notice to remove title defects. If unable to do so, Buyer may either a) accept Title subject to
50 each defect without any reduction in purchase price or b) terminate this agreement, in which case neither Buyer,
51 Seller nor any broker shall have any further liability to each other, and both Buyer and Seller agree to sign a
52 mutual release. releasing earnest money to Buyer. (see line 196)

53 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
54 county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been
55 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the
56 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall
57 be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact
58 the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been
59 recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is
60 new construction and recently completed or in the process of completion at the time the agreement was signed by
61 the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the
62 improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net
63 proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow
64 agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local
65 county auditor that the taxes on the land and improvements have been paid in full to the date the title has been
66 recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes
67 and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in
68 valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the
69 date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private,
70 except the following: **none**


71
72 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
73 Buyer Seller agrees to pay the amount of such recoupment.

74 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
75 Escrow Agent's usual conditions of acceptance.


76 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
77 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
78 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
79 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
80 in which case Seller shall pay the entire escrow fee), and h) if property is listed with RE/MAX Haven Realty a fee
of \$199.00 for-brokerage services rendered to the seller.

81 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
82 **\$Paid in full** from the proceeds due Seller for payment of Seller's final water and
83 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.
84 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
85 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
86 deed and any mortgage, d) a fee of \$199.00 to RE/MAX Haven Realty for brokerage services rendered to the buyer.
87 If requested by Broker, the Seller(s) and Buyer(s) hereby authorize the escrow agent to send a copy of their fully
88 signed HUD1 Settlement Statement to their respective Broker(s) listed on this Agreement promptly after closing.

89 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
90 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
91 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
92 Limited Home Warranty Plan issued by N/A. The cost of **\$N/A**
93 shall be paid by Buyer Seller through escrow.


05/03/2022
BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT


05/04/22
SELLER'S INITIALS AND DATE
dotloop verified



Property Address **21100 Morris Ave, Euclid, 44123**

94 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a licensed Ohio home inspector
95 of Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
96 sole responsibility to select and retain a licensed Ohio home inspector or a qualified inspector for each requested
97 inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer
98 does not elect inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker.
99 Buyer understands that all real property and improvements may contain defects and conditions that are not readily
100 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
101 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
102 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
103 inspectors regarding the condition and systems of the property.

104 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
105 **need for the inspections listed below.**

106 Waiver: ML (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
107 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection
108 and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice		Inspections	Expense	
Yes	No		BUYER	SELLER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>7</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL WATER . . . _____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability, <input type="checkbox"/> other)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER _____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>

120 (list other inspections) _____

121 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

- 122 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
123 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
124 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
125 full force and effect; **OR**
- 126 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
127 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
128 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
129 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
130 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
131 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
132 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
133 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
134 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
135 to the Buyer. (see line 196) The Buyer and Seller can mutually agree in writing to extend the dates for
136 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
137 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
- 138 c. Terminate this agreement if written inspection report(s) identify material latent defects not previously
139 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
140 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
141 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
142 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
143 other or to the broker(s).(see line 196)

ML

05/03/2022

BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT

ML

05/04/22

SELLER'S INITIALS AND DATE

9:22 PM PDT
dotloop verified



Property Address **21100 Morris Ave, Euclid, 44123**

144 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's
145 sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and
146 agrees to inquire with the local sheriffs office. Buyer agrees to assume the responsibility to check with the local
147 sheriffs office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriffs office as
148 to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the
149 transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

150 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
151 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
152 *Property Disclosure Form* or identified by any inspections requested by either party or any other
153 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
154 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
155 relied upon any representations, warranties, or statements about the property (including but not limited to its
156 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 157 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
- 158 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
159 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
160 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

161 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
162 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
163 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
164 received from governmental agencies to inspect or correct any current building code or health violations. If
165 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
166 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
167 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
168 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 196)


169 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
170 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
171 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property
172 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements
173 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
174 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby
175 acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the
176 rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and
177 special assessments are approximate and not guaranteed. Please list any and all verbal representations made by
178 Brokers or their agents that you relied upon when purchasing this property (if none, write "**none**")
179 **none**

180 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
181 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
182 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
183 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
184 earnest money on deposit (see line 196). If such damage is less than ten percent of the purchase price, Seller
185 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property

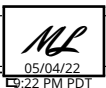
186 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form
187 Residential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium
188 Short Sale House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
189 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Other **Anti-fraud**
190 **disclosure, COVID-19 Addendum, Walk Through Addendum**

191 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
192 **terms in the Purchase Agreement.**

193 **ADDITIONAL TERMS: Rent prorated on HUD. Security deposit sent to Remax Haven PMD.**
194 **Lease, ledger, and tenant contact information provided within 5 days of accepted offer.**
195 **Buyer to assume POS- subject to review.**


05/03/2022
BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT


05/04/22
5:22 PM PDT
dotloop verified
SELLER'S INITIALS AND DATE



Property Address **21100 Morris Ave, Euclid, 44123**

196 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
197 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
198 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
199 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
200 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
201 the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been
202 filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.

203 In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by
204 broker against the real estate commission owed the broker as a result of said closing.

205 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
206 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
207 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
208 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
209 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
210 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
211 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
212 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
213 calendar days.

214 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

215 BUYER  Address 29255 Abelia Glen st
216 Print Name Maria Zapata Date 05/03/2022 7:02:53 PM GMT Phone 9097020484
City Menifee, CA 92584

217 BUYER _____ Date _____ Phone _____
218 Print Name _____ Email sgrhny20m9@aol.com


219 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
220 funds a commission of **\$Per MLS** _____ or _____ percent (_____ %) of the
221 purchase price to RE/MAX Haven Realty 5306 Transportation Blvd. Cleveland, Ohio 44125
222 and **\$Per List** _____ or _____ percent (_____ %) of the
223 purchase price to _____ (Listing Broker) **Realty Trust Services, LLC** (Office)

224 SELLER _____ Address _____
225 Print Name **Infinite Loop Holding LLC**


226 SELLER _____ Date _____ Phone _____
227 Print Name _____ Email _____

228 Selling Agent Name, Telephone and Email: Listing Agent Name, Telephone and Email:
229 **Michael Azzam & Jamie Claxon** **Rakesh Baniya**
230 **(440)382-7775** **(216)218-7976**
231 **jamie@theazzamgroup.com** **rakesh@rtserve.com**

232 Selling Brokers Name, Address and Telephone: Listing Brokers Name, Address and Telephone:
233 **RE/MAX Haven Realty** **Realty Trust Services, LLC**
234 **5306 Transportation Blvd.** **29550 Detroit Road, Suite 102**
235 **Cleveland, Ohio 44125** **Westlake, OH 44145**
236 **(216) 332-0456** **(440)427-0123**

 05/03/2022
BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT

 05/03/2022 9:22 PM EDT dotloop verified
SELLER'S INITIALS AND DATE



RE/MAX[®]
HAVEN REALTY

Main Office

5306 Transportation Blvd.
Cleveland, OH 44125
216-332-0456 **PH**
216-332-0457 **FX**

Solon

34050 Solon Rd., Suite 100
Solon, OH 44139
440-519-3100 **PH**
440-519-0303 **FX**

Twinsburg

8936 Darrow Rd.
Twinsburg, OH 44087
330-425-2222 **PH**
440-425-2224 **FX**

Hudson

13 E. Main St., #2
Hudson, OH 44236
234-380-5236 **PH**
234-380-5238 **FX**

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

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 at www.com.state.oh.us.

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.

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

Working With RE/MAX Haven Realty

RE/MAX Haven Realty represents 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 RE/MAX Haven Realty and its managers will act as a dual agent. This means that the brokerage and its managers will maintain a neutral position and not take any actions that favor one side over the other. RE/MAX Haven Realty will still supervise both agents to assure 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, then that agent and RE/MAX Haven Realty will act as dual agents, but only if both parties agree. As a dual agent they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to that in writing. If you do not agree to dual representation, you can ask that another agent in our company be assigned to represent you, or you can seek representation from an attorney or another brokerage.

As a buyer, you may also choose to represent yourself on properties RE/MAX Haven Realty has listed. In that instance RE/MAX Haven Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When RE/MAX Haven Realty lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. RE/MAX Haven Realty 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 RE/MAX Haven Realty shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be looking out for the buyer and RE/MAX Haven Realty will be representing your interests. When acting as a buyer's agent, RE/MAX Haven Realty also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement


It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

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, acknowledging receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

Maria Zapata

Print Name


5/3/2022 4:03:07 PM GMT


Signature

05/03/2022

Date

INFINITE LOOP HOLDING, LLC

Print Name


dotloop verified
05/04/22 9:22 PM PDT
ZDTH-WI2A-LLVW-C190

Signature

05/04/2022

Date



ANTI-FRAUD DISCLOSURE STATEMENT TO CONSUMERS

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While RE/MAX Haven Realty has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties.

RE/MAX Haven Realty, including its employees and agents, will never ask you for confidential financial details, such as social security, bank account and/or debit or credit card numbers, nor will it instruct you to wire funds to it.



You should never transmit nonpublic information, such as credit or debit card numbers or bank account or routing numbers, by email or other unsecure electronic communication. Emails attempting to induce fraudulent wire transfers are common and may appear to come from a trusted source.

Before wiring funds to any party involved in your real estate transaction, including without limitation; a title and escrow representative, mortgage broker, lender, real estate brokerage or agent, or lawyer, you are advised to call the party personally to confirm that the wiring instructions are legitimate. Use a telephone number that you have directly verified, not one that you obtain from an email signature. Never wire money without double-checking that the wiring instructions are correct.

If you suspect fraud in connection with your transaction, please immediately contact the principal broker or a management licensee of RE/MAX Haven Realty.


ACKNOWLEDGMENT

I/we have carefully reviewed the information above and hereby release RE/MAX Haven Realty and its agents from any and all liability and damages arising from or connected to any cyber security breach. I hereby acknowledge a copy of receipt of this warning as of the date(s) written below.



5/3/2022 4:03:09 PM GMT
Signature

05/03/2022

(Date)


dotloop verified
05/04/22 9:22 PM PDT
B2R5-WPKY-EBUX-PBUC
Signature (Date)



AGENCY DISCLOSURE STATEMENT



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

Property Address: 21100 Morris Ave, Euclid, 44123

Buyer(s): Maria Zapata

Seller(s): Infinite Loop Holding LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Michael Azzam & Jamie Claxon, and Remax Haven Realty
AGENT(S) BROKERAGE

The seller will be represented by Rakesh Baniya, and Realty Trust Services, LLC
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) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally 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.

Maria Zapata 05/03/2022
BUYER/TENANT DATE

Man Law
SELLER/LANDLORD DATE
Infinite Loop Holding LLC

dotloop verified
05/04/22 9:22 PM
PDF
VWG-TPAL-YVZ-IDJR

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





Licensee Designation and Third-Party Authorization Addendum to the Agency Disclosure

For the property at 21100 Morris Ave, Euclid, OH 44123, the following licensees and unlicensed personnel shall act on behalf of the Buyer Seller as additional Designated Licensees pursuant to the offer dated 05/03/2022.
Seller is agreeing to provide access information to third parties (appraisers & inspectors) as needed _____



Sales Team Executive: Michael Azzam

Sales Associates: Jamie Claxon
Wayne Brooks
Cameron Divella
Steven Morris
Gus Kazek
Chris Szabo

Director of Growth and Development: Ericka Schneider

Transaction Coordinator: Megan Halleen

Listing & Marketing Coordinator: Liz Sabo

Business Development Manager: Gabrielle Gratz

City/Utility Department Coordinator: Meredith Orlowski

Accounting & Invoicing: Brittany Acord

Field Technicians: Scott Ruic

Man Law
dotloop verified
05/04/22 9:22 PM PDT
AEIL-1U95-B2QZ-N2OL

Seller

Date

Authentisign

05/03/2022 4:04:15 PM GMT

Buyer

05/03/2022

Date

Seller

Date

Buyer

Date

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(In Compliance with Federal Law)

TO: Maria Zapata

(Buyer, Seller or Borrower)

PROPERTY ADDRESS: 21100 Morris Ave, Euclid, OH 44123

FROM: Jamie Claxon

(Party making referral)

DATE: 5/3/2022

We are pleased to recommend that you arrange title and/or escrow closing services through ACT Title Agency, LLC and Chicago Title Company LLC. ACT Title Agency, LLC is a title insurance policy issuing agent of Chicago Title Insurance Company and contracts with Chicago Title Company LLC for certain settlement services. PLEASE NOTE that Jamie Claxon has a business relationship with ACT Title Agency, LLC and has an ownership of 25 interests in ACT Investors, LLC. ACT Investors, LLC has a 49% direct ownership interest in ACT Title Agency, LLC. Executive Title Agency Corp., a wholly owned subsidiary of Chicago Title has a 51% direct ownership interest in ACT Title Agency, LLC. Because of this relationship, this referral may provide Jamie Claxon a financial or other benefit.

Below are the estimated range of charges for settlement services:

<u>Amount of Title Insurance Coverage for Owners Policy</u>	<u>Premium per \$1,000 of Contract Sales Price</u>	<u>Closing (Escrow) Fee</u>	<u>Conveyance Fee (Transfer Tax)</u>
Up to \$150,000	\$5.75 / \$1,000	Closing fees range	\$3.00 - \$4.00 per \$1,000
Over \$150,000 up to \$250,000	Flat fee of \$187.50 + \$4.50/\$1,000	between \$175 and \$390	Per Contract Sales Price
Over \$250,000 up to \$500,000	Flat fee of \$437.50 + \$3.50/\$1,000	each to Purchaser and	(Rounded to the nearest
Over \$500,000 up to \$10,000,000	Flat fee of \$812.50 + \$2.75/\$1,000	Seller depending on	\$100) Depending on county
Over \$10,000,000	Flat fee of \$812.50 + \$2.25/\$1,000	purchase price & county	location of property
Minimum Charge	\$175		



<u>Charges to Purchaser</u>		<u>Charges to Seller</u>	
½ of Owner’s Title Insurance	per schedule above	½ of Owner’s Title Insurance	per schedule above
Settlement / Escrow Fee	per schedule above	Settlement / Escrow Fee	per schedule above
Title Insurance Binder	\$75	Title Examination (depending on county)	\$195 - \$375
Lender’s Coverage (simultaneous issue)	\$100	Conveyance Fee (Transfer Tax)	per schedule above
Special Tax Exam (if applicable)	\$60	Shipping/Handling Service Fee (if applicable)	\$50
Shipping/Handling Service Fee (if applicable)	\$50	Update Service Fee (if applicable)	\$50
Update Service Fee (if applicable)	\$50		

Please Note: There may be additional charges depending on the particular needs of your transaction.

While we encourage you to use these companies, you are NOT required to use the listed provider as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgment

I/we have read this disclosure form and understand that Jamie Claxon is /are referring me/us to purchase the above-described settlement service(s), and may receive a financial or other benefit as a result of this referral.

Signature:  Date: 05/03/2022 Signature: 

5/3/2022 4:04:24 PM GMT dotloop verified 05/04/22 9:22 PM PDT TNST-SFLO-DCXP-2GSE

Signature: _____ Date: _____ Signature: _____ Date: _____



EXCLUSIVE RIGHT TO SELL/LEASE LISTING AGREEMENT

This agreement is between Realty Trust Services, LLC (hereinafter called "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: 21100 Morris Avenue, Euclid, OH 44123
In consideration of Broker using their best efforts to find a purchaser for Owner's property, Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from 04/28/2022 through 09/28/2022 for the sum of \$99,900 payable in cash upon closing or for such other terms or exchange as Owner may agree.

2. **BROKERAGE FEE:** Owner agrees to pay Broker a brokerage fee of 5 % of the total sale price or a minimum fee of 2500, whichever is greater, plus NA. Owner authorizes Broker to offer 2.5 % of the Sale Price for all Co-Broke sales. Any exceptions to this compensation will be disclosed to the Owner in writing. Owner also agrees that the brokerage fee shall be paid if Owner enters into an agreement within six (6) months following the term of this agreement or any extensions thereof to any parties to whom Broker or any cooperating broker has shown the property which results in a sale, lease or exchange of said property. However, in the event Owner enters into a bona fide Listing Agreement with another Real Estate Broker, this paragraph is null and void. Owner agrees to refer all prospective Buyers or Brokers who contact the Owner directly.

3. **MARKETING:** Broker is authorized to enter the property in any one or more **Multiple Listing Service(s)**, in accordance with the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Broker's choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owner's knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a **Lock Box** on the premises at any time during the term of this Listing Agreement. Such Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

4. **HOME WARRANTY:** Owner agrees to provide a *LIMITED HOME WARRANTY PLAN* at a charge of \$NA with deductible Yes No Owner acknowledges that Broker will receive a fee in consideration for processing the home warranty application. Owner acknowledges receipt of warranty application.

5. **DISCLOSURE:** Owner agrees to (1) complete the *Ohio Residential Property Disclosure Form, if required by law*; (2) *Federal Lead-based Paint Disclosure Form*; (3) provide copies of sex offender notices received from the local law enforcement authorities. To Owner's knowledge, there are no encroachments, pending lawsuits, foreclosures, divorce actions, bankruptcies, orders of any public agencies, assessments, liens (tax, utility, mechanics), or other matters that could affect Owner's ability to provide a clear title to the property, except as follows (if none, so state): NA

6. **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. 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.

7. **OTHER TERMS or ITEMS EXCLUDED FROM SALE:** NA

8. **MORTGAGE:** (bank/amount) NA

9. **ADDENDA:** No MLS Short Sale
The signatures of all owners of the property are required on this Exclusive Right to Sell Agreement. This is a legally binding contract. If you have any questions of law, it is recommended you contact your attorney.

OWNER SIGNATURE: Man Lau dotloop verified 04/28/22 10:42 AM PDT XSAT-HHDJ-4QOE-BZ1F OWNER SIGNATURE: _____

Print Name: INFINITE LOOP HOLDING, LLC Print Name: _____

ADDRESS: _____ PHONE: (626) 217-0270

E-MAIL ADDRESS: masterlau@yahoo.com DATE: _____

AGENT: Rakesh Baniya dotloop verified 04/28/22 11:10 AM EDT IOKX-13U7-IHUE-PJEI BROKER/COMPANY NAME: Realty Trust Services, LLC

Print Name: Rakesh Baniya PHONE: 216-218-7976 DATE: 04/21/2022



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials Date 04/21/2022

Purchaser's Initials Date _____

Owner's Initials Date _____

Purchaser's Initials Date _____

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 21100 Morris Avenue, Euclid, OH 44123

Owners Name(s): INFINITE LOOP HOLDING, LLC

Date:

Owner [] is [X] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: 03/02/2018

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

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

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

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

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

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

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

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

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

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

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

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

Owner's Initials [Signature] Date 04/21/2022

Purchaser's Initials [] Date

Owner's Initials [] Date

Purchaser's Initials [] Date

Property Address 21100 Morris Avenue, Euclid, OH 44123

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No

If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

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

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any **previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any **previous or current** fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any **previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

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

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

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

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

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

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

Owner's Initials Date 04/21/2022

Purchaser's Initials Date _____

Owner's Initials Date _____

Purchaser's Initials Date _____

Property Address 21100 Morris Avenue, Euclid, OH 44123

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

If "Yes", please describe: _____

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain?

Yes No Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes No Unknown

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

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

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____

List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

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

If "Yes", please describe (amount) _____

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

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

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

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

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

Owner's Initials MC Date 04/21/2022

Purchaser's Initials Date _____

Owner's Initials Date _____

Purchaser's Initials Date _____

Property Address 21100 Morris Avenue, Euclid, OH 44123

CERTIFICATION OF OWNER

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

OWNER:

Man Law dotloop verified
04/21/22 12:15 PM
PDT
VCJD-XIJN-SDHX-LFPS

OWNER:

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

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

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

PURCHASER:

PURCHASER:

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

Property Address: _____

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

Seller's Disclosure

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

BUYER DATE

BUYER DATE

AGENT DATE

Man Law dotloop verified 04/21/22 12:19 PM PDT 4UP6-6N4P-SR4V-INE9

SELLER DATE

SELLER DATE

Rakesh Banija dotloop verified 04/21/22 1:01 PM EDT PG2N-6A3D-TLFM-PPRP

AGENT DATE

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(In Compliance with Federal Law)

TO: Infinite Loop Holding, LLC
 (Buyer, Seller or Borrower)

PROPERTY ADDRESS: 21100 Morris Ave, Euclid, OH 44123

FROM: Rakesh Baniya DATE: 04/21/2022
 (Party making referral)

We are pleased to recommend that you arrange title and/or escrow closing services through ACT Title Agency, LLC and Chicago Title Company LLC. ACT Title Agency, LLC is a title insurance policy issuing agent of Chicago Title Insurance Company and contracts with Chicago Title Company LLC for certain settlement services. PLEASE NOTE that Baniya Homes, LLC has a business relationship with ACT Title Agency, LLC and has an ownership of 35 interests in ACT Investors, LLC. ACT Investors, LLC has a 49% direct ownership interest in ACT Title Agency, LLC. Executive Title Agency Corp., a wholly owned subsidiary of Chicago Title has a 51% direct ownership interest in ACT Title Agency, LLC. Because of this relationship, this referral may provide Baniya Homes, LLC a financial or other benefit.

Below are the estimated range of charges for settlement services:

<u>Amount of Title Insurance Coverage for Owners Policy</u>	<u>Premium per \$1,000 of Contract Sales Price</u>	<u>Closing (Escrow) Fee</u>	<u>Conveyance Fee (Transfer Tax)</u>
Up to \$150,000	\$5.75 / \$1,000	Closing fees range	\$3.00 - \$4.00 per \$1,000
Over \$150,000 up to \$250,000	Flat fee of \$187.50 + \$4.50/\$1,000	between \$225 and \$425	Per Contract Sales Price
Over \$250,000 up to \$500,000	Flat fee of \$437.50 + \$3.50/\$1,000	each to Purchaser and	(Rounded to the nearest
Over \$500,000 up to \$10,000,000	Flat fee of \$812.50 + \$2.75/\$1,000	Seller depending on	\$100) Depending on county
Over \$10,000,000	Flat fee of \$812.50 + \$2.25/\$1,000	purchase price & county	location of property
Minimum Charge	\$175		

<u>Charges to Purchaser</u>		<u>Charges to Seller</u>	
½ of Owner’s Title Insurance	per schedule above	½ of Owner’s Title Insurance	per schedule above
Settlement / Escrow Fee	per schedule above	Settlement / Escrow Fee	per schedule above
Title Insurance Binder	\$75	Title Examination (depending on county)	\$195 - \$375
Lender’s Coverage (simultaneous issue)	\$100	Conveyance Fee (Transfer Tax)	per schedule above
Special Tax Exam (if applicable)	\$60	Shipping/Handling Service Fee (if applicable)	\$50
Shipping/Handling Service Fee (if applicable)	\$50	Update Service Fee (if applicable)	\$50
Update Service Fee (if applicable)	\$50		

Please Note: There may be additional charges depending on the particular needs of your transaction.

While we encourage you to use these companies, you are NOT required to use the listed provider as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Acknowledgment

I/we have read this disclosure form and understand that Baniya Homes, LLC is /are referring me/us to purchase the above-described settlement service(s), and may receive a financial or other benefit as a result of this referral.

Signature: Man Law dotloop verified
04/21/22 12:17 PM PDT
2QSB-OZB0-HIVU-OGAD Signature: _____ Date: _____

Signature: _____ Date: _____ Signature: _____ Date: _____



AGENCY DISCLOSURE STATEMENT



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

Property Address: 21100 Morris Avenue, Euclid, OH 44123

Buyer(s): _____

Seller(s): INFINITE LOOP HOLDING, LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Rakesh Baniya AGENT(S) and Realty Trust Services, LLC BROKERAGE

The seller will be represented by _____, AGENT(S) and _____, 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 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.

BUYER/TENANT DATE

BUYER/TENANT DATE

Man Law dotloop verified 04/21/22 12:17 PM PDT 6MIF-C10J-HYZW-CMNC
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 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.**

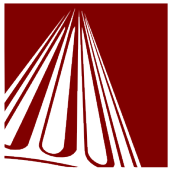
Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this 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





**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

Representing the Sellers

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

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

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

Working With Realty Trust Services- Our Policy On Agency

Realty Trust Services 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 **Realty Trust Services** 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. **Realty Trust Services** 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 and **Realty Trust Services** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare

and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** 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 **Realty Trust Services** 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 **Realty Trust Services** will be representing your interests. When acting as a buyer’s agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

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 if you do not choose to do so.

INFINITE LOOP HOLDING, LLC

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date