

ADDENDUM: Closing Date Extension

This is an Addendum to the Purchase Agreement dated _____, _____.

for the purchase and sale of the Property known as (Street Address) _____

118 Springvale Dr _____, (City) Amherst, OH 44001, Ohio

between Oluwatoyin Timothy Onabajo and Adeola R Onabajo ("BUYER")

and _____ ("SELLER")

The following is hereby mutually agreed upon by said BUYERS and the SELLERS:

Closing to be on or about December 7, 2022. Possession to be upon title transfer.

Oluwatoyin Timothy Onabajo dotloop verified
11/17/22 2:26 PM EST
DTTH-LQVC-IRWI-QAX6
BUYER **DATE**

Pratik Dahal dotloop verified
11/21/22 12:35 PM EST
K3FK-APFI-EFYT-XVRW
SELLER **DATE**

Adeola R Onabajo dotloop verified
11/17/22 3:34 PM EST
CN9W-UJFN-HOPM-0EDJ
BUYER **DATE**

Dil M Dahal dotloop verified
11/22/22 2:15 PM EST
KOLP-CLFE-ORIP-SUYK
SELLER **DATE**





4511 ROCKSIDE RD., SUITE 220, INDEPENDENCE, OH 44131
(216)270-5005 | FAX: (216)553-4429 | EMAIL: Bonny@infinitytitleagency.com

Dil M. Dahal and Pratik Dahal
118 Springvale Drive
Amherst, OH 44001

RE: 118 Springvale Drive, Amherst, OH 44001
File No.: 2022110768i

Dear Dil M. Dahal and Pratik Dahal,

Infinity Title Solutions, LLC has been designated as the Escrow Agent for the sale of the above referenced property. We look forward to working with you on your transaction. Enclosed are the following documents to be completed and returned:

Pursuant to Ohio law, we are required to provide you with Notice of Availability and Offer of Closing Protection Coverage. This coverage protects and indemnifies you against loss, due to theft or misappropriation of funds or failure to properly disburse funds from your transaction.

Enclosed please find the Notice of Availability and Offer of Coverage. Please elect or decline coverage by placing a check mark in the appropriate space, and sign where indicated.

A Seller Information/Authorization Form is also enclosed. This document will allow your current mortgage lender to release mortgage payoff information to our office, as necessary for closing. Please complete the requested information, as applicable, and return to our office.

Additionally, a reissue rate (a reduced premium for title insurance) may be applicable to your transaction. Eligibility for the Reissue Rate applies so long as you provide an Owner's policy with an effective date of less than 10 years after the effective date of the policy insuring the owner in the current transaction.

Please send the completed forms back either by fax to (216)553-4429 or by e-mail to my assistant at Salena@infinitytitleagency.com.

Thank you for your assistance and we look forward to working with you.

Sincerely,

Bonny McDaniel
Escrow Officer

**NOTICE OF AVAILABILITY AND OFFER
OF CLOSING PROTECTION COVERAGE**

Seller: Dil M. Dahal and Pratik Dahal

Buyer: _____

Borrower: _____

Lender: _____

Re: Licensed Agent: Infinity Title Solutions, LLC
Premises: 118 Springvale Drive, Amherst, OH 44001
Commitment/File No.: 2022110768i

Notice of Availability of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby notified of the availability of Closing Protection Coverage from Westcor Land Title Insurance Company in connection with the above-referenced transaction for the premium stated in the Offer of Closing Protection Coverage outlined below.

Closing or settlement of a real estate and/or mortgage loan transaction can be characterized as having two components. One component pertains to the title to the Premises and the title insurance policy therefore. The other component pertains to the handling of funds and documents. A title insurance policy **does not** cover losses due to the mishandling of funds or documents. However, Closing Protection Coverage, as outlined below, **does** provide such protection.

Description of Coverage: The Closing Protection Coverage indemnifies you against the loss of settlement funds resulting from any of the following acts of the Licensed Agent or anyone acting on behalf of the Licensed Agent, subject to certain conditions and exclusions specified in the Closing Protection Coverage Form:

- (1) Theft, misappropriation, fraud, or any other failure to properly disburse settlement, closing or escrow funds; and
- (2) Failure to comply with any applicable written closing instructions, when agreed to by the Licensed Agent.

You are covered by a Closing Protection Coverage Form only if it is specifically addressed to you. A copy of the Closing Protection Coverage Form is available upon request.

Offer of Closing Protection Coverage

Pursuant to Ohio Revised Code Section 3953.32, you are hereby offered Closing Protection Coverage from Westcor Land Title Insurance Company in connection with the above-referenced transaction.

Premium for Coverage: The premium for the Closing Protection Coverage is \$40.00 for Lender; \$55.00 for Seller; \$20.00 for Buyer/Borrower; and \$20.00 for any other applicant for title insurance, and in no case shall the premium be less than \$40.00 for this coverage in any transaction.

Acceptance of Offer/Declination of Offer

I (We), the undersigned, acknowledge receipt of this Notice of Availability of Closing Protection Coverage and Offer of Closing Protection Coverage and

do accept the said Offer
do not accept the said Offer

If this Offer is accepted, the undersigned hereby agrees to pay the applicable premium.

Dil M Dahal
dotloop verified
11/14/22 12:16 PM EST
3H64-LUJS-8BCB-TIGO

Dil M. Dahal Date

Pratik Dahal
dotloop verified
11/14/22 12:00 PM EST
PJYS-10AF-RWHJ-MHCH

Pratik Dahal Date

A lender's closing instructions requiring Closing Protection Coverage is deemed to be its acknowledgement of receipt of the Notice of Availability of Closing Protection Coverage and its acceptance of the Offer of Closing Protection Coverage.



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(216)270-5005 | FAX: (216)553-4429 | EMAIL: Bonny@infinitytitleagency.com

SELLER INFORMATION/AUTHORIZATION FORM

Contact Information:

Name: Dil M. Dahal Name: Pratik Dahal

SSN: 366-11-4990 SSN: 351-08-2833

Marital Status: Married Marital Status: Married
If married, name of spouse: Pratik Dahal If married, name of spouse: Dil M. Dahal

Unmarried Widowed Divorced Unmarried Widowed Divorced

E-mail Address: Dahal.pratik1991@gmail.com E-mail Address: _____

Property Address: 118 Springvale Drive, Amherst, OH 44001

Current Address (if different from property): 5902 Kings Hwy, Parma Heights, OH 44130

Forwarding Address: _____

Home Phone: (____) _____ - _____ Cell Phone: (____) 309-292-3708

Is this your primary residence? Yes No Is the Property Rented or Leased? Yes No
If this is your primary residence, how many years have you lived there? 4

Is there a homeowner's association associated with the property? Yes No
If yes, please list the Management Company name and phone number? _____
THE PRESERVE AT QUARRY LAKES - parker@apmoh.com.

Are you aware of any special assessments? Yes No
If yes, how much do you pay? And the frequency? Monthly, quarterly, annually, etc. \$ _____

Is this a condo? Yes No
If yes, list the Association name and/or Management Company and phone number? _____

Is there a water and/or sewer account associated with the property? Yes No
If yes, who services the water and sewer accounts? _____
Home Owners

Are you a "foreign person" as defined in the Foreign Investment Property Tax Act? ___ Yes No

Current Mortgage Information

1st Mortgage Company: PennyMac

Loan No.: 8021562276 Phone No.: 800) 777-4001

2nd Mortgage Company: _____

Loan No.: _____ Phone No.: _____

Home Equity Line Company: _____

Loan No.: _____ Phone No.: _____

I/We hereby authorize Infinity Title Solutions, LLC to verify and obtain any information necessary pertaining to past and present mortgages, lines of credit, and any other accounts of which information may be required. The information obtained by Infinity Title Solutions, LLC is only to be used in the processing my real estate transaction. This statement can also be used as authorization to close these accounts.

I/We authorize Infinity Title Solutions, LLC to provide a copy of the ALTA Settlement Statement to my Real Estate Agent and/or their office.

Dil M Dahal
dotloop verified
11/14/22 12:16 PM EST
S1US-YCWC-M0EY-HK0A

Dil M. Dahal

Date

Pratik Dahal
dotloop verified
11/14/22 12:00 PM EST
ECVU-TRS1-BXUM-JAJB

Pratik Dahal

Date

APPOINTMENT OF ESCROW AGENT

Infinity Title Solutions, LLC, an Ohio limited liability company, is hereby appointed “Escrow Agent” to carry out the escrow instructions contained in a purchase agreement, sales agreement and, or other escrow instructions, the “Instructions,” delivered or to be delivered to Infinity Title Solutions, LLC, subject to the following Conditions of Acceptance of Escrow, the “Conditions,” to which the Seller and Buyer / Borrower collectively the “Parties” and individually a “Party,” by signing below, specifically agree:

CONDITIONS OF ACCEPTANCE OF ESCROW

Infinity Title Solutions, LLC accepts the appointment of escrow agent, order number: 2022110768i, subject to the Conditions for the “Premises” described:

The “Premises”, commonly known as 118 Springvale Drive, Amherst, OH 44001

By Dil M. Dahal and Pratik Dahal hereinafter known as “Seller”;

To Oluwatoyin Timothy Onabajo and Adeola R. Onabajo hereinafter known as “Buyer”.

Infinity Title Solutions, LLC agrees to act as Escrow Agent in closing the transaction described above, the “Transaction.” Infinity Title Solutions, LLC is not the general agent of any Party or of the Parties. Rather, Infinity Title Solutions, LLC agrees, at the cost of the Parties, to prepare documents (such as the Closing Disclosure Form or HUD-1) or, to hire attorneys to prepare legal documents (such as the deed), to obtain the execution of documents, to record documents, to disburse funds, and otherwise to close the Transaction, in accord with the Instructions subject to these Conditions. Infinity Title Solutions, LLC has no duty or obligation except in contract as specifically set forth in the Instructions subject to these Conditions. Infinity Title Solutions, LLC is not an attorney and does not provide legal services. As to Infinity Title Solutions, LLC, the protections of the client-lawyer relationship do not exist. Infinity Title Solutions, LLC has no duty to disclose any matter, not specifically required to be disclosed by the clear language of the Instructions, subject to these Conditions.

1. Time and Deposits. The Parties shall timely deposit with Infinity Title Solutions, LLC the documents and funds as specified in the Instructions. Any and all liability of Infinity Title Solutions, LLC for damages shall be limited in amount and in character to the funds and documents received by Infinity Title Solutions, LLC. Infinity Title Solutions, LLC shall have a lien on all funds and documents deposited with Infinity Title Solutions, LLC for the purpose of securing any fees, costs, or other charges incurred by or due to Infinity Title Solutions, LLC. Infinity Title Solutions, LLC shall deposit any non-directed funds in an Interest on Trust Account, “IOTA,” in an Infinity Title Solutions, LLC selected depository. Infinity Title Solutions, LLC shall not be liable for any delay, non-payment or non-filing of any funds or documents in the event Infinity Title Solutions, LLC shall be prevented from making the payment or filing by operation of law or by other reason beyond Infinity Title Solutions, LLC’s control. Infinity Title Solutions, LLC shall not be liable to any Party for Infinity Title Solutions, LLC’s failure or refusal to comply with the Parties’ conflicting or adverse claims or demands. Provided the terms of the escrow can be complied with, unless restrained by an order of a court, Infinity Title Solutions, LLC will not withhold completion of the escrow.

2. Escrow Termination or Declination. Infinity Title Solutions, LLC is not required to commence any settlement or title function or incur any other cost until all funds and documents required in escrow have been deposited. If any Party shall fail to deposit in escrow any funds or documents within (a) the time required by the Instructions, (b) 15 days after written notice of default, nonperformance or dispute from any Party, or (c) 15 days after demand by Infinity Title Solutions, LLC, or if the Parties for any reason dispute the amount or manner of distribution of funds in escrow, Infinity Title Solutions, LLC may terminate any escrow or decline to act further except, pursuant to court order or written agreement of the Parties, acceptable to Infinity Title Solutions, LLC. Upon termination, Infinity Title Solutions, LLC may retain all funds, documents and property deposited in escrow, until Infinity Title Solutions, LLC’s fees and costs are paid or secured to its satisfaction or, at Infinity Title Solutions, LLC’s option, may deduct such fees and costs from any such funds deposited in escrow. Thereafter, the balance of such funds, documents and property shall be returned to the depositing parties. The Parties, jointly and severally, hereby agree to save Infinity Title Solutions, LLC harmless from any loss or damage resulting from or related to any termination, declination or dispute and hereby indemnify Infinity Title Solutions, LLC for any loss, cost or damage including, without limitation, attorney fees and costs of litigation which Infinity Title Solutions, LLC may incur relating to or arising from any termination or declination of the escrow by Infinity Title Solutions, LLC, or any dispute between the Parties over the distribution of funds.

3. No Liability. Infinity Title Solutions, LLC assumes no responsibility for and shall not be liable as to: (a) the validity, collectability, genuineness of signature, negotiability, or marketability of any stocks, bonds, currency, passbooks, checks, documents or negotiable instruments deposited in escrow; (b) the existence, condition, character, quality, quantity, size or identity of the land, any buildings, fixtures, improvements or installations, if any, located or presumed to be located upon the Premises; (c) the existence, sufficiency or transfer of any insurance relating to the Premises and, the condition, character, quality, quantity, size, identity, title or delivery of any personal property; (d) transfer of possession of the Premises and, or the rights of any party in possession; (e) compliance with any local or municipal requirements, as to point of sale inspections or ordinances; (f) the identity of Parties or the sufficiency of any agency; (g) the existence or location of legal highways or improvements on or adjacent to the Premises; (h) any delay of this escrow due to fires, acts of God, acts of governmental authorities, strikes, *force majeure* or any other cause beyond the control of Infinity Title Solutions, LLC; (i) any

examination, adjustment or payment of special taxes or assessments or re-spreads of assessments of any kind, or additions hereafter made, if any, unless specifically instructed; (j) loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension; (k) the proration of premiums for, or transfer of, insurance policies including those which provide liability protection to insure chattels or personal property; (l) errors or omissions in information provided to Infinity Title Solutions, LLC on loan questionnaires or on original or memorandum insurance policies; and, (m) any other matter except as herein specifically imposed on or assumed by Infinity Title Solutions, LLC in these Conditions. The Parties, jointly and severally, hereby agree to save Infinity Title Solutions, LLC harmless from any loss or damage resulting from or related to any of the foregoing "No Liability" items and hereby indemnify Infinity Title Solutions, LLC for any loss, cost or damage including, without limitation, attorney fees and costs of litigation which Infinity Title Solutions, LLC may incur related thereto.

4. Time Limit for Claims and for Actions. Infinity Title Solutions, LLC shall not be liable to the Parties or either of them, for any claim, dispute or controversy ("Claim") of any kind, whether in contract, tort, or otherwise, arising out of or relating to this Agreement, or the processing of the escrow, or to any prior or future dealings between Escrow Agent and the Parties or either of them, or between Escrow Agent and any third party claiming through a Party, unless written notice of the Claim, together with a written demand, is received by Infinity Title Solutions, LLC addressed to Infinity Title Solutions, LLC, attention: Brian Moore, Order.SettlementAgents.Address.FullAddress within one (1) year from the date of the closing. If the Claim is not satisfactorily resolved within thirty (30) days of Infinity Title Solutions, LLC'S timely receipt of written notice of the Claim, together with a written demand, then, either Infinity Title Solutions, LLC or any Party may bring an action, either in small claims court, if within its jurisdiction, or may arbitrate the Claim pursuant to the arbitration terms set forth in this Agreement. SUBJECT TO THE REQUIREMENT AND ONE (1) YEAR TIME LIMIT FOR WRITTEN NOTICE OF A CLAIM TOGETHER WITH A WRITTEN DEMAND, NO ACTION, IN SMALL CLAIMS COURT, IN ANY OTHER COURT, OR IN ARBITRATION, SHALL LIE AGAINST Infinity Title Solutions, LLC FOR ANY CLAIM, UNLESS BROUGHT WITHIN FIFTEEN (15) MONTHS FROM THE DATE OF THE CLOSING, ALL SUCH UNTIMELY ACTIONS AND CLAIMS BEING EXPRESSLY WAIVED, RELEASED AND FOREVER DISCHARGED.

5. Status of Title. If Infinity Title Solutions, LLC, searches title, directly or indirectly, and, or issues a title commitment and, or issues a title policy, whether a lender's title policy, or an owner's title policy, or both, any title search and any issuance of any title commitment or policy are on behalf of a known principal, the title insurance company, the underwriter. The Parties and their respective heirs, successors, agents, representatives and, or assigns, shall have no claim against Infinity Title Solutions, LLC as to the status of title, or as to any title search or as to any commitment or title policy issuance. Any claim of loss or damage, or any action, whether or not based on negligence, which arises out of the status of the title to the Premises, or to the estate or interest which is the subject of the escrow, or as to any title search or any title commitment or policy issuance, or to any Fee, as defined in R.C. 3953.01(F) or premium charged, shall be exclusively limited to the terms of the title commitment or to the terms of the title policy issued. The Parties agree to exclusively look to the title insurance company, the underwriter, as to all such claims. All such claims as to Infinity Title Solutions, LLC are expressly waived, released and forever discharged.

6. Prorations. Phrases such as "closing", "closing date", "to date of transfer", "as of date of filing," and the like, shall be construed to mean and to include the date title documents are filed for record. The Seller shall be considered the owner through the day of title transfer. Adjustments shall be made on a thirty (30) day month basis. Water, utilities, and rents and other service charges will not be adjusted, except upon an agreed amount furnished in writing by the Parties prior to the filing of documents for record. Information secured by Infinity Title Solutions, LLC relative to taxes, assessments, insurance, rents, interest, and balances due on mortgages or other encumbrances, may be relied upon in making payments or adjustments in accordance with the terms of the Instructions and shall be conclusive against the Parties. Taxes and assessments to be adjusted shall be calculated on the basis of a calendar year using the amount shown on the last available County Treasurer's tax duplicate that has been certified by the County Auditor as of the date of transfer of title in this escrow. The Parties, jointly and severally, agree to fully cooperate, adjust and reimburse Infinity Title Solutions, LLC for clerical errors on any or all documents as deemed necessary in the reasonable discretion of Infinity Title Solutions, LLC.

7. Costs and fees. Unless otherwise agreed by Buyer and Seller and, except as specified below for FHA, VA, residential construction, residential development and, or residential investment/rehabilitation property, Seller agrees to pay and hereby directs Infinity Title Solutions, LLC to deduct from Seller's proceeds the cost of the following items: examination of title and title evidence, conveyance tax and transfer tax, one-half escrow fee, all taxes and assessments due and payable to the County Treasurer at the date of filing the instruments for record in the within escrow, and costs and expenses of satisfying (and filing any release or satisfaction of record) any liens or encumbrances not specifically assumed by Buyer. Unless otherwise agreed by Buyer and Seller and, except as specified below for FHA, VA, residential construction, residential development and, or residential investment/rehabilitation property, Buyer agrees to pay the cost of the following items: one-half escrow fee, cost of recording deed and Buyer's mortgage or mortgages and any items of additional expense required by the Buyer or Buyer's lender. In FHA and VA transactions, Seller agrees to pay all fees or charges required by Buyer's lender which by law, rule or regulation cannot be collected from Buyer. Seller agrees to pay the cost of any document preparation fee, any tax service charge, any termite inspection fee, any underwriting fee, and any other fees and charges which Buyer's lender requires Infinity Title Solutions, LLC to charge to Seller. In new construction, development and, or investment/rehabilitation transactions, the Buyer/Seller agrees to pay one-half of Infinity Title Solutions, LLC's standard residential escrow fee and expressly agrees that Infinity Title Solutions, LLC may charge the builder/developer/investor an escrow fee which may be

less than one-half of Infinity Title Solutions, LLC's standard residential escrow fee. Buyer and Seller acknowledge that Infinity Title Solutions, LLC may charge a reasonable flat rate fee: for overnight/express mailing or courier fees and for the copying and reproduction of documents and that said fees includes a charge for handling and processing by Infinity Title Solutions, LLC. The costs of any extraordinary service or expense shall be borne by the Party benefited thereby. Buyer and Seller expressly agree Infinity Title Solutions, LLC shall have no general fiduciary duties or obligations to either Buyer or Seller. Infinity Title Solutions, LLC is acting solely as a limited agent of the Parties where all duties of Infinity Title Solutions, LLC are contractual. The signature of Buyer, Borrower and, or Seller on the preliminary and, or final Settlement Statement constitutes the respective Party's agreement to, consent to, acceptance of, and ratification of the propriety, validity, and correctness of the fees, charges, allocations and disbursements assessed against each Party as set forth in the Settlement Statement and shall authorize Infinity Title Solutions, LLC to collect such fees and charges and to make such disbursements and allocations in accord with the preliminary and/or final Settlement Statement, and Infinity Title Solutions, LLC upon collecting such fees and charges and making such disbursements and allocations shall be released and discharged from any and all claims or liability for improper, incorrect, or unauthorized fees, charges, allocations or disbursements. The Parties, jointly and severally, agree to fully cooperate, adjust and reimburse Infinity Title Solutions, LLC for clerical errors on any or all documents as deemed necessary in the reasonable discretion of Infinity Title Solutions, LLC. Infinity Title Solutions, LLC is authorized to charge a fee of \$200.00 per annum, for all escrow accounts open for more than one year.

8. Arbitration Agreement. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES AND CLAIMS THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THE PARTIES VOLUNTARILY CHOOSE TO HAVE ANY CLAIM RESOLVED THROUGH ARBITRATION.

Any claim, dispute or controversy ("Claim") of any kind, whether in contract, tort, or otherwise, arising out of or relating to this Agreement, or the processing of the escrow, or to any prior or future dealings between Escrow Agent and the Parties or either of them, or between Escrow Agent and any third party claiming through a Party and including any dispute as to the validity or applicability of this arbitration clause, shall be settled either by seeking relief in a small claims' court for controversies or claims within the scope of the small claims' court's jurisdiction or, if the controversy or claim exceeds the jurisdiction of the small claims' court, and, or regardless of the size of the claim, then the controversy or claim shall be settled by binding arbitration in Your City, Ohio, administered by the American Arbitration Association, the "AAA" under its rules when the Claim is filed. THIS AGREEMENT TO SUBMIT ALL CLAIMS EITHER TO THE SMALL CLAIMS COURT OR TO BINDING ARBITRATION IS MANDATORY. Information on the arbitration process can be obtained from the escrow agent. Without limiting the forgoing, the Parties may by agreement agree to resolve any disputed Claim by any mediation or alternative dispute resolution process which may then be available and which is more convenient, less costly and, or quicker than AAA.

By signing this Agreement, the Parties give up any right to go to court except for Claims that may be taken to small claims' court. The Parties give up all right to trial by jury. The Parties agree that all claims will be decided by a neutral arbitrator and not a judge or jury. Submission of Claims to arbitration provides a fair hearing to which the Parties are entitled, but the arbitration procedures are simpler and more limited than rules applying in court. The Parties acknowledge that arbitration decisions are as enforceable as any court order and are subject to very limited review by a court. BY SIGNING THIS AGREEMENT PARTIES GIVE UP ANY RIGHT TO ACT AS A CLASS REPRESENTATIVE FOR A CLASS OF CLAIMANTS SIMILARLY SITUATED AND GIVE UP ANY RIGHT TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION WITH RESPECT TO ANY CLAIM. Parties at their own cost are entitled to be represented by counsel of their own choosing.

9. Entire Agreement; No Fiduciary Relationship; No Third Party Beneficiary. This is the entire agreement between the Parties and supersedes all prior representations, agreements and understandings, whether or not written, all of which are merged herein. Each Party has had the opportunity to read this Agreement, to understand it, to consult with the experts of their choice, including legal experts and to make written changes where requested and agreed. Escrow Agent is not providing legal services. Lawyer-client protections do not exist. No Party, person, employee or agent may modify this Agreement by any oral statement or representation. Neither Party is relying upon any representation of the Escrow Agent which is not set forth in writing herein. This Agreement may not be amended, except in writing, signed by all Parties and accepted in writing by the Escrow Agent. The Parties are not, nor does this Agreement create, an agency, a partnership, a trust, a joint venture, an attorney-client relationship, or a fiduciary relationship of any kind, or create any other legal relationship other than that of independent, contracting parties. **The Escrow Agent is not a trustee or fiduciary for either Party.** The Escrow Agent has no duty or obligation except in contract and only as specifically set forth in this Agreement. This Agreement does not create and is not intended to confer any benefit, right or remedy of any nature whatsoever upon any person other than the Parties. **There are no third party beneficiaries.** Each Party may sign this Agreement on separate counterparts, all of which together shall be considered one Agreement. The signing of this Agreement is the free and voluntary act of each Party. This Agreement is governed by the law of the state of Ohio.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have set their hands on the day(s) and date(s) shown next to the signatures below.

Seller(s):

Dil M Dahal
dotloop verified
11/14/22 12:16 PM EST
MPOB-A0TP-MIOT-ME8Q
Dil M. Dahal Date

Pratik Dahal
dotloop verified
11/14/22 12:00 PM EST
HT4H-TGW2-ALU8-JMFL
Pratik Dahal Date

ACCEPTANCE OF ESCROW

Infinity Title Solutions, LLC, hereby consents to act as Escrow Agent subject to the Conditions of Acceptance of Escrow.

Infinity Title Solutions, LLC

By: Date

**CLOSING NOTICE
AS TO
AVAILABILITY OF RE-ISSUE PREMIUM CREDITS**

Our title examination indicates that you are the seller/owner of the property covered by our title commitment. We have been advised that you are selling/refinancing your property and that an Owners and/or Loan Policy of Title Insurance is being requested which is to be issued by us as a title policy issuing agent of Old Republic National Title Insurance Company ("Old Republic Title") or Westcor Title Insurance Co. ("Westcor").

If this is a resale within 10 years of your purchase or a refinance within 10 years of your most recent financing you and/or your buyer depending on contractual provisions if a re-sale, may be entitled to a reduced charge on the issuance of a new Title Insurance Policy.

To determine eligibility for a discounted premium, please provide us with:

A copy of any Owners Title Insurance Policy that has been issued for the property within the past 10 years. This prior policy did not have to have been issued by Old Republic Title, or

A closing/settlement statement (HUD 1) confirming payment of a premium for the prior Title Insurance policy and the policy amount. Again, the prior policy paid for did not have to be one issued by Old Republic Title.

Please acknowledge your understanding of the above by signing below.

Seller(s)/Owner(s):

Dil M Dahal dotloop verified
11/14/22 12:16 PM EST
PZXJ-GPHP-IPV5-NHTA

Date: _____

Pratik Dahal dotloop verified
11/14/22 12:00 PM EST
NME6-M2DR-ME3D-ITDS

Date: _____

RECORDING DELAY ADDENDUM

As a result of the Government actions related to the COVID-19 virus, some county offices within the State of Ohio are operating under reduced capacity leading to delays in processing of the conveyance and recording of your real estate transaction.

Infinity Title Solutions, LLC is making best efforts to work within the guidelines set forth by the county where the subject real estate is located to get the conveyance and recording completed as quickly as possible, however there are delays in the process.

In order to close your transaction, we need contractual agreement between all parties to the following addendum.

It is therefore agreed:

1. Closing of the transaction as defined under the Purchase Agreement for the parties, shall be the date upon which funds are disbursed to the seller or seller's designee and documents are delivered to the recorder, regardless of when the County ultimately records the documents.
2. Closing shall occur when all of the following conditions have been met:
 - a. The title company is in receipt of all signed documents necessary to effectuate the closing and disburse the funds.
 - b. The title company has received approval from the lender(s) to disburse funds
 - c. Buyer has delivered all funds necessary to fund the transaction.
 - d. Documents have been delivered to the county offices for conveyance and or recording.
3. All references in the purchase agreement or escrow instructions to recording, filing or other county office function for the purposes of this transaction shall be construed as meaning delivered to the county for record and conveyance. This includes the delivery of possession of the real estate.
4. The parties shall treat the transaction consummated at the time of delivery of the documents to the county, the notification of which shall be provided to the parties, by Infinity Title Solutions, LLC on the day of the delivery.
5. Infinity Title Solutions, LLC has no control over when the County will process the conveyance or recording of the documents, however the underwriter for Infinity Title Solutions, LLC have expressly authorized them to insure the transaction as of the date of closing, regardless of the date of record.

The parties recognize and agree that the circumstances caused by the government reaction to COVID-19 was not contemplated as part of the contractual provisions for the sale of the property at issue and this document is necessary for the parties to accommodate their desire to complete the real estate sale.

Buyer

<i>Dil M Dahal</i>	dotloop verified 11/14/22 12:16 PM EST CFK0-R9XS-BBSK-ZU2A
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Seller

Buyer

<i>Pratik Dahal</i>	dotloop verified 11/14/22 12:00 PM EST KDY8-BPYB-KYIN-KDMD
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Seller



Department of Commerce
Division of Real Estate & Professional Licensing



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: 118 Springvale Ave Amherst Ohio 44001
Buyer(s) Oluwatoyin Timothy Onabajo
Seller(s) Dil M & Pratik Dahal

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Christy Morek and Keller Williams Citywide
The seller will be represented by Rakesh Baniya and Realty Trust Services

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 agree dual agency explained on the back of this form

Signature boxes for Oluwatoyin Timothy Onabajo, Adeola R Onabajo, Dil M Dahal, and Pratik Dahal with verification details and dates.

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.

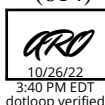
Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:

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



Department of Commerce

Division of Real Estate & Professional Licensing





OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

This is a legally binding agreement. Consult with your independent legal counsel if you have questions of law.

1 **BUYER:** The undersigned Oluwatoyin Timothy Onabajo and Adeola R Onabajo ("BUYER") offers to buy
2 the following described property located at: 118 Springvale Dr, Amherst, OH 44001
3 _____, Ohio (the "Property"). Permanent Parcel No. 05-00-021-103-120

4 The Property, which BUYER accepts in its "AS IS" present physical condition, including any latent defects, shall include the
5 land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including those presently on the Property:
6 all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows,
7 curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and all controls; and all
8 permanently attached carpeting. The following items shall also remain: satellite dish; range/oven; microwave; kitchen
9 refrigerator; dishwasher; washer; dryer; radiator covers; window air conditioner; gas grill; fireplace tools; screen;
10 glass doors; fireplace grates; all existing window treatments; ceiling fan(s); wood burner stove inserts; gas logs;
11 central air conditioning systems and condensers; and water softener. Unless specified herein, fixtures (permanently affixed
12 to the Property) are presumed to be conveyed to BUYER. This Agreement supersedes any representations in the marketing of
13 the Property, including the MLS.
14

15 Also included: _____

16 Not included: _____

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

23 **This offer is open for acceptance, as hereinafter defined, by SELLER on or before 6 pm on _____.**
24

25
26 **PRICE:** BUYER shall pay the sum of \$ 262,000.00
27 payable as follows:

28
29 **Earnest Money** to be deposited in a non-interest-bearing trust
30 account with the Escrow Agent within four (4)
31 days from the date of Acceptance, as defined herein, and
32 credited against purchase price: \$ 1,000.00

- 33 wired funds to Escrow Agent
34 check to be made payable to Escrow Agent
35 note to be redeemed within four (4) days after Acceptance

36
37 Cash down payment to be deposited with Escrow Agent \$ 6,860.00

38
39
40 Mortgage loan to be obtained by BUYER (specified below): \$ 254,140.00

41
42 CONVENTIONAL FHA VA CASH OTHER _____

43 The parties hereby direct the Escrow Agent to confirm receipt of Earnest Money by delivering written notice to the parties' real
44 estate agent(s) or to a party directly if they are not represented. NOTE: Ohio law requires deposits to an Escrow Agent (earnest
45 money and/or down payment) in excess of \$10,000 to be conveyed by wire transfer.
46

47 **ELECTRONIC DATA SECURITY:** Broker, its agents and employees will never request a party to wire funds or to supply personal
48 financial data, including without limitation credit or debit card or bank account numbers. The parties agree to independently
49 confirm any communications instructions, including for transfer or deposit, directly with Escrow Agent identified herein. The parties
50 hereby release all brokers and agents involved in this transaction from any and all claims, damages, and causes of action related
51 to any unlawful electronic data security access by a third party.
52

53 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within 3
54 days after Acceptance and using good faith efforts to obtain a written commitment for that loan on or about

11/14/2022

If BUYER does not timely obtain a written commitment, then this Agreement shall be null and void, and the parties agree to sign a mutual release authorizing the Earnest Money to be returned BUYER. In the event of a dispute regarding Earnest Money, the Escrow Agent is required by Ohio law to maintain it in its trust account until the Escrow Agent received (a) written mutual authorization of both parties specifying disbursement; or (b) a court order directing disbursement.

CLOSING: All funds and documents necessary for completion of this Agreement shall be placed in escrow with the lending institution or INFINITY TITLE (the "Escrow Agent") on or before 11/21/2022 and title shall be transferred on or about 11/21/2022.

WALK THROUGH: BUYER and SELLER agree that BUYER may walk through the Property on or about 1-3 day(s) prior to title transfer solely to verify it is in the same or similar condition, absent normal wear and tear, that it was at the time of Acceptance. BUYER acknowledges and agrees BUYER may not raise any issues about the Property's condition at walk through if the condition existed when BUYER viewed or inspected it. If the walk through evidences a material adverse change in the Property's condition, BUYER shall promptly notify SELLER and Escrow Agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds pending correction of the material adverse change; or (2) credited to BUYER through escrow at the time of title transfer.

POSSESSION: SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m. TT day(s) after recording of the Deed or 11/21/2022, whichever is later. BUYER shall transfer utilities commencing on the date of possession.

TITLE: SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from the Escrow Agent for the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days after written notice to remove title defects. If unable to do so, BUYER may either: a) accept title subject to each defect without reduction in the purchase price; or b) terminate this Agreement. If BUYER elects to terminate this Agreement, the parties agree to sign a mutual release authorizing the Earnest Money to be returned to BUYER.

PRORATIONS: Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments, and homeowners association fees and assessments, if any, shall be prorated by Escrow Agent as of the date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties agree to consult with the Escrow Agent and/or county auditor's office about the status of the Property taxes as the latest available tax duplicate may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in the process of completion at the time of the Agreement, then the Escrow Agent shall make a good faith estimate of taxes to be owed on the value of the improved Property to the date of title transfer and shall reserve sufficient funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. Escrow Agent is instructed to release the balance of the funds on reserve upon notice from the county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. Escrow Agent shall withhold \$ 300.00 from SELLER to secure payment of final water and sewer charges, if any, and then either pay said charges or verify SELLER'S payment of them and remit any balance to SELLER. If the Property is deemed subject to any agricultural tax recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment.

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



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

BUYER acknowledges the availability of a limited home warranty with a deductible paid by BUYER which will will not be provided from _____ at a cost of \$_____, and which shall be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.

INSPECTION: This Agreement shall be subject to the inspection(s) elected below, which shall be conducted by an independent professional inspector of BUYER'S choice within the specified number of days from the date of Acceptance, as herein defined.

118 BUYER acknowledges that waiver of any inspection or evaluation of the Property is against the advice of BUYER'S broker and
 119 agents. BUYER acknowledges and agrees (a) real property may have defects and conditions, including those which are not
 120 readily apparent; (b) BUYER is exclusively responsible for personally inspecting and evaluating the Property, including its
 121 condition and systems, as well as retaining independent professionals to do so on BUYER'S behalf; (c) BUYER shall directly
 122 consult public records and local and county government about the Property, including without limitation as to BUYER'S intended
 123 use; (d) BUYER shall carefully review SELLER's representations and disclosures and inquire of SELLER if BUYER has questions
 124 or concerns. BUYER agrees to hold the broker(s) and agents involved in this Agreement harmless from any and all claims,
 125 actions, injuries or damages relating to the Property after title transfer. **NOTE:** Inspections required by any state, county, local
 126 government, and/or VA/FHA, including the FHA appraisal, do not replace the need for BUYER'S own inspections.

CHOICE		INSPECTION	EXPENSE		
Yes	No		BUYER	SELLER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME	<u>3-7</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON	<u>3-7</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER	<u>3-10</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		(specify)			
		ANY DEEMED NECESSARY BY GENERAL HOME INPSPECTOR			

137
 138
 139 **WAIVER:**   (initials) BUYER expressly waives each and every professional inspection above to which BUYER
 140 has not indicated "YES". BUYER's failure to perform any elected inspection shall be deemed a waiver of such inspection and
 141 absolute acceptance of the Property by BUYER in its "AS IS" condition.

142
 143 **Within three (3) days after completion of the last inspection elected above,** BUYER shall choose one of the following options:
 144 (a) remove the inspection contingency and accept the Property in its "AS IS" condition; (b) accept the Property subject to
 145 SELLER's agreement to repair specific conditions or defects that have been identified in a written inspection report by a
 146 professional contractor at SELLER'S expense; or (c) terminate this AGREEMENT if written inspection report(s) identify material
 147 latent defects not previously disclosed in writing by SELLER and/or any Broker or agent.



148
 149 If the Property is accepted in its "AS IS" present physical condition, BUYER shall sign an Amendment to Purchase Agreement
 150 removing the inspection contingencies and this Agreement will proceed in full force and effect. If the Property is accepted subject
 151 to SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and sign an Amendment
 152 to Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. SELLER and
 153 BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection report(s) to agree in
 154 writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not signed by both parties within
 155 those three (3) days, then this Agreement shall be null and void and SELLER and BUYER agree to sign a mutual release. If
 156 BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, then BUYER
 157 shall provide a copy of the written inspection report to SELLER and both parties agree to promptly sign a mutual release. Upon
 158 signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER and the parties and
 159 the brokers and agents involved in this Agreement shall have no further liability to one another.



160
 161 The parties may agree in writing to extend dates for inspections, repairs, or the deadline for exercising their right to terminate the
 162 Agreement. SELLER shall provide reasonable access to the Property for review of any repairs made by SELLER.

163
 164 Yes No
 165 **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the Property shall be made by a
 166 professional inspector or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and
 167 such agency's written report shall be made available to BUYER before closing. If such report shows existing infestation or damage
 168 by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which
 169 shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a
 170 period of at least sixty (60) days in the case of wood destroying insects. All repairs and treatment expense shall be paid by
 171 BUYER SELLER (unless FHA/VA regulations prohibit payment by BUYER, in which case SELLER shall pay the cost.) This
 172 Agreement may be terminated by the party paying for the repair and treatment if the cost exceeds \$500.00.

173
 174 Yes No
 175 **LEAD BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property by
 176 a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10)
 177 days after formation of a binding AGREEMENT. **See EPA pamphlet "Protect Your Family from Lead in Your Home" for**
 178 **important information.** In the event existing deficiencies or corrections are identified by the inspector in a written report, then
 179 BUYER shall have the right to terminate the Agreement or request that SELLER repair the specific existing deficiencies noted on
 180 the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection
 181 and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the
 182 option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER





183 elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to title transfer with a certificate from a qualified risk
184 assessor or inspector demonstrating that the deficiencies have been remedied. If SELLER declines to correct the deficiencies,
185 BUYER may elect to terminate the Agreement or accept the Property in its "AS IS" condition. BUYER may remove this right of
186 inspection at any time without SELLER'S consent.



187
188 BUYER has   (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
189 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."

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

195
196 **MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received from the local sheriff pursuant
197 to Ohio's sex offender notification law. BUYER acknowledges that such information may no longer be accurate and agrees to
198 inquire directly with the local sheriff's office or the Ohio Attorney General's office about sex offender registration.

199
200 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS
201 IS" PRESENT PHYSICAL CONDITION, including any latent defects and defects disclosed by the SELLER on the State of Ohio
202 Residential Property Disclosure Form. SELLER agrees to notify BUYER in writing of any additional defects or disclosure items
203 that arise between the date of Acceptance and the date of recording of the deed.

204
205 BUYER HAS   (BUYER'S initials) received SELLER's Ohio Residential Property Disclosure Form prior to
206 signing this offer.  

207
208 BUYER HAS NOT   (BUYER'S initials) received SELLER's Ohio Residential Property Disclosure Form and
209 this offer is subject to BUYER'S review and approval of SELLER's Ohio Residential Property Disclosure Form within 3
210 days from BUYER's receipt.

211
212 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of
213 utilities. SELLER shall comply with any and all governmental point of sale laws and/or ordinances. SELLER represents that
214 SELLER has not received any notices from government agencies about building code and/or health and safety violations except
215 as disclosed by SELLER. If applicable, BUYER and SELLER shall have 3 days after receipt by BUYER of all notices to
216 agree in writing which party will be responsible for the correction of any building code or health violation(s). If BUYER and SELLER
217 cannot agree in writing in that time period, this Agreement may be declared null and void by either party.

218
219 **REPRESENTATIONS AND DISCLAIMERS:** The parties agree that SELLER has completed the Ohio Residential Property
220 Disclosure Form and otherwise disclosed all about material conditions and defects affecting the Property. The parties hereby
221 agree to release and to indemnify and hold the Broker(s) and their agents harmless from any and all claims, actions, injuries or
222 damages relating to the Property, including any misrepresentations or omissions of SELLER. BUYER acknowledges and agrees
223 that the Broker(s) and agents do not verify or investigate SELLER'S disclosures, including those made on the Ohio Residential
224 Property Disclosure. BUYER has not relied on any verbal or written representation of any broker or agent about the Property,
225 including without limitation its features, characteristics, improvements, fitness, use, value, or condition, square footage, zoning,
226 lot dimensions, mold, structure, soils, homeowners' fees, public and private assessments, utilities, taxes, or special assessments
227 except as listed below: (BUYER must specify.)

228 *****NONE*****

229
230
231 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price
232 before title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or
233 terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase
234 price, then SELLER shall restore the Property to its prior condition.

235
236 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
237 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal
238 notice of such signature(s) to the other party or that party's agent. It is agreed and understood that the brokers and agents in
239 this transaction do not have authority to bind buyer or seller to the purchase or sale of the Property. Upon Acceptance, this offer
240 and all attachments and addenda, shall become an Agreement binding on the parties, their heirs, executors, administrators, and
241 assigns. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER shall survive delivery
242 and recording of the Deed. THIS IS A LEGALLY BINDING AGREEMENT. PARTIES SHOULD DIRECT QUESTIONS ABOUT
243 IT TO THEIR INDEPENDENT LEGAL COUNSEL.

244
245 **ADDENDA AND RELATED DOCUMENTS:** State of Ohio Agency Disclosure Form Ohio Residential Property Disclosure
246 VA Financing Addendum FHA Financing Addendum FHA Notice "For Your Protection, Get a Home Inspection"

247 Condominium Addendum House Sale Contingency Addendum House Sale Concurrency Addendum Lead Based Paint
248 Addendum
249 Other _____
250 The terms and conditions of any addenda supersede any conflicting terms of the Agreement.
251

252 *Oluwatoyin Timothy Onabajo* dotloop verified 10/26/22 3:36 PM EDT G9Y1-PBYO-CQY2-PGQX _____ funt20@yahoo.com
254 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

255 *Adeola R Onabajo* dotloop verified 10/26/22 3:40 PM EDT QNDE-LOHQ-JYDA-CCRC _____ o_pemisire@yahoo.com
258 (BUYER) Date (TELEPHONE) (E-MAIL ADDRESS)

260 **EARNEST MONEY DEPOSIT RECEIPT:** In the event that BUYER is not making Earnest Money deposit directly to Escrow
261 Agent, receipt is hereby acknowledged of a check payable to Escrow Agent for the earnest money; (OR) note for Earnest
262 Money.

263 By: Christy Morek Office: Keller Williams Citywide Phone: 440.892.2211
264
265

266 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the Escrow Agent to pay from SELLER'S proceeds
267 a commission of _____ percent (3/2 %) of the purchase price to
268 Broker at (address) _____ and
269 _____ percent (_____ %) of the purchase price to
270 _____ (cooperating broker, if any, at the following address)
271

272 *Dil M Dahal* dotloop verified 10/27/22 3:22 PM EDT VS0I-1JYW-8BBF-ZQJG _____
273 (SELLER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

274 *Pratik Dahal* dotloop verified 10/27/22 3:19 PM EDT 3SCT-SIVU-N27I-CTNA _____ 309-202-3978 dahal.pratik@gmail.com
276 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)

279 The following information is provided for multiple listing services use and will be completed by the Broker(s) or their agents and
280 is not part of the terms of the Agreement.

281
282 Rakesh Baniya 2019007609
283 (Listing agent name) (Listing agent license #)
284 Realty Trust Services 9165
285 (Listing broker name) (Listing broker office #)
286 Christy Morek 2005005408
287 (Selling agent name) (Selling agent license #)
288 Crocker Realty Group, LLC dba Keller Williams Citywide 2847
289 Crocker Realty Group, LLC, dba Keller Williams CityWide 2006002465 (Selling broker office #)
290
291
292
293



HOMEOWNER'S ASSOCIATION OR PLANNED UNIT DEVELOPMENT INFORMATION

1 Seller provides this information to Buyer to assist in Buyer's exercise of due diligence. Seller warrants that
2 all information is true and accurate to the best of Seller's knowledge.

3
4 Seller's Name: _____ Dil M and Pratik Dahal

5 Property Address: _____ 118 Springvale Dr, Amherst, OH 44001

6 Unit #: _____ Garage Unit/Parking Space: 2 car garage Storage Unit: _____

7 Development Name: _____

8
9 Association Name: Quarry Lakes HOA

10 President: Robb Baldauf

11 Phone: 330-722-3396

12
13 Management Company Name: Associated APM Property Management

14 Contact Person: _____

15 Phone: 330-722-3000

16
17 Amount of the master association fee: \$ 250 per month quarter year

18 Amount of maintenance fee: \$ _____ per month quarter year

19 Amount of assessment: \$ _____ per month quarter year | Assessment to end _____

20
21 Are there other fees that the unit owner must pay? Yes No

22 If yes, please explain: The owner does not know of any.

23
24
25 Does the Seller have knowledge of any increases in fees or assessments under consideration by the
26 Board(s)? Yes No

27 If yes, please explain: _____

28
29
30 Does the Seller have knowledge of any pending lawsuits by or against the association(s)? Yes No

31 If yes, please explain: _____

32
33
34 Seller warrants that Seller has provided a copy of the most current Master Association and/or
35 Condominium Declarations and By-laws. Buyer is advised to inspect and make diligent inquiry about
36 all aspects of the Property, its condition and systems, the condominium development, and its
37 management and operations. This includes, without limitations, declarations and by-laws,
38 board/association meeting minutes, reserve funds, budgets, and use and occupancy restrictions.

39 Dil M Dahal dotloop verified 10/19/22 4:56 PM EDT X3NL-UBS3-G6LC-IL3P

40 BUYER DATE

41 _____

42 BUYER DATE

40 Pratik Dahal dotloop verified 10/19/22 4:54 PM EDT TEXZ-BWYM-QERT-2BQQ

41 SELLER DATE

42 _____

43 SELLER 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 10/17/2022

Purchaser's Initials Date _____

Owner's Initials  Date 10/17/2022

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: 118 SPRINGVALE DR AMHERST, OH 44001

Owners Name(s): Pratik Dahal and Dil M Dahal

Date:

Owner [] is [x] is not occupying the property. If owner is occupying the property, since what date: Aug 2022

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

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

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

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

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes No [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) [x] 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 10/17/2022

Purchaser's Initials [] Date

Owner's Initials [Signature] Date 10/17/2022

Purchaser's Initials [] Date

Property Address 118 SPRINGVALE DR AMHERST, OH 44001

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 checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 10/17/2022
Owner's Initials  Date 10/17/2022

Purchaser's Initials Date _____
Purchaser's Initials Date _____

Property Address 118 SPRINGVALE DR AMHERST, OH 44001

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

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  Date 10/24/2022

Purchaser's Initials Date _____

Owner's Initials  Date 10/17/2022

Purchaser's Initials Date _____

Property Address 118 SPRINGVALE DR AMHERST, OH 44001

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: *Pratik Dahal* dotloop verified
10/17/22 12:20 PM EDT
H8PN-VQJ3-OAER-3BAT

OWNER: *Dil M Dahal* dotloop verified
10/17/22 2:19 PM EDT
7JYB-VRV6-9ZZH-CXWB

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:



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.

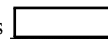
OWNER INSTRUCTIONS

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 08/27/2022 _____

Purchaser's Initials  Date _____

Owner's Initials  Date 08/27/2022 _____

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: 118 SPRINGVALE DR AMHERST, OH 44001

Owners Name(s): Pratik Dahal and Dil M Dahal

Date: 08/27/2022

Owner [] is [X] is not occupying the property. If owner is occupying the property, since what date: 07/01/2022

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

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

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

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

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes No [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) [X] 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 08/27/2022

Purchaser's Initials [] Date []

Owner's Initials [Signature] Date 08/27/2022

Purchaser's Initials [] Date []

Property Address 118 SPRINGVALE DR AMHERST, OH 44001

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 checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input 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 checked="" 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 checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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 checked="" 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 08/27/2022
Owner's Initials  Date 08/27/2022

Purchaser's Initials Date _____
Purchaser's Initials Date _____

Property Address 118 SPRINGVALE DR AMHERST, OH 44001

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:

	Yes	No	Unknown
Is the property located in a designated flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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) HOA - \$250 Anually. Quarry Lakes HOA


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  Date 08/27/2022

Purchaser's Initials Date _____

Owner's Initials  Date 08/27/2022

Purchaser's Initials Date _____

Property Address 118 SPRINGVALE DR AMHERST, OH 44001

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: *Pratik Dahal* dotloop verified
08/27/22 6:54 PM EDT
STE3-MFA2-W4CK-MZQE

OWNER: *Dil M Dahal* dotloop verified
08/27/22 6:59 PM EDT
6CWK-4UDZ-6K9L-VNBI

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:



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: 118 SPRINGVALE DR AMHERST, OH 44001
 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 08/28/2022 through 02/28/2023 for the sum of \$269900 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) _____

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: *Pratik Dahal* dotloop verified 08/27/22 6:54 PM EDT 20EB-MAFJ-ZNLN-QVYC OWNER SIGNATURE: *Dil M Dahal* dotloop verified 08/27/22 6:59 PM EDT SXQU-MGJM-8EAK-IPVQ

Print Name: Pratik Dahal Print Name: Dil M Dahal

ADDRESS: _____ PHONE: 309-292-3708

E-MAIL ADDRESS: Dahal.pratik1991@gmail.com, dilu_gurung1991@yahoo.com DATE: _____

AGENT: *Rakesh Baniya* dotloop verified 08/27/22 6:24 PM EDT CDEX-XVJM-7VHB-G0JV BROKER/COMPANY NAME: Realty Trust Services, LLC

Print Name: Rakesh Baniya PHONE: 440-570-9815 DATE: 08/27/2022

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(In Compliance with Federal Law)

TO: Pratik Dahal and Dil M Dahal
 (Buyer, Seller or Borrower)

PROPERTY ADDRESS: 118 SPRINGVALE DR AMHERST, OH 44001

FROM: Rakesh Baniya DATE: 08/27/2022
 (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>Escrow / Service Fee</u>	<u>Conveyance Fee (Transfer Tax)</u>
Up to \$150,000	\$5.75 / \$1,000	\$640 - \$880 each to Purchaser and Seller depending on purchase price & county location of property	\$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	per schedule above	½ of Owner's Title Insurance	per schedule above
Escrow / Service Fee	per schedule above	Escrow / Service Fee	per schedule above
Title Insurance Binder	\$37.50	Title Insurance Binder	\$37.50
Lender's Coverage (simultaneous issue)	\$100	Conveyance Fee (Transfer Tax)	per schedule above

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: *Dil M Dahal* dotloop verified
08/27/22 6:59 PM EDT
AEV1-V0IT-CXZ1-MGRM Signature: _____ Date: _____

Signature: *Pratik Dahal* dotloop verified
08/27/22 6:54 PM EDT
FIFD-TQ7X-AQSO-2HGH Signature: _____ Date: _____