

Midwest Title LLC
 1700 West Big Beaver Road
 Suite 350
 Troy, MI 48084
 (248) 791-2110

ALTA Buyer's Settlement Statement

File #: MTL-21-11180	Property 15841 Wisconsin Street	Settlement Date 08/04/2021
Prepared: 08/05/2021	Detroit, MI 48238	Disbursement Date 08/04/2021
Escrow Officer:	Buyer Valraphy LLC	
	Seller	
	Lender	

Description	Buyer	
	Debit	Credit
Primary Charges & Credits		
Sales Price of Property	\$20,000.00	
Seller Credit		\$1,000.00
Prorations/Adjustments		
City/Town Taxes 08/04/2021 to 06/30/2022	\$1,076.11	
County Taxes 08/04/2021 to 11/30/2021	\$36.87	
Loan Charges		
Recording Service Fee (\$30.00 per document) to Midwest Title LLC	\$30.00	
Government Recording and Transfer Charges		
Recording Fees	\$23.00	
---Deed: \$23.00		
Title Charges		
Title - Settlement Fee to Midwest Title LLC	\$350.00	
	Debit	Credit
Subtotals	\$21,515.98	\$1,000.00
Due from Buyer		\$20,515.98
Totals	\$21,515.98	\$21,515.98

See signature addendum

Signature Addendum

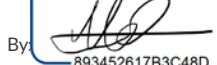
Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We/I authorize Midwest Title LLC to cause the funds to be disbursed in accordance with this statement.

Global CG LLC, a Delaware Limited Liability Company

DocuSigned by:



8/5/2021

By: 893452617B3C48D...
Peter Ivantsov, Authorized Agent

Date

Settlement Agent

Date



ADDENDUM/AMENDMENT



DATE 08/04/21

This is an Addendum/Amendment to and becomes a part of Purchase Agreement dated April 21st 2021 regarding property located at: 15841 Wisconsin Detroit MI 48238

Buyer and seller agree to extend the closing to August 6th

DocuSigned by:

893452617B3C48D...

_____ (L.S.)

Seller **Peter Ivantsov**

Witness **Erick Monzo**

_____ (L.S.)
Seller

Witness **Erick Monzo**

_____ (L.S.)
Purchaser **Bar Holdings USA LLC Signer Shai Bar**

_____ (L.S.)
Purchaser

Michigan Department of Treasury
2766 (Rev. 05-16)

L-4260

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.**
The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 15841 Wisconsin Street		2. County Wayne		3. Date of Transfer (or land contract signed) August 4, 2021	
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village Detroit			5. Purchase Price of Real Estate 20,000.00		6. Seller's (Transferor) Name Valraphy LLC
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.			8. Buyer's (Transferee) Name and Mailing Address Global CG LLC		
			9. Buyer's (Transferee) Telephone Number (647) 890-1779		
Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.					
10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____					
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No		12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No		13. Amount of Down Payment	
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No			15. Amount Financed (Borrowed) 0.00		

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

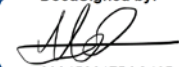
CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name

Global CG LLC

DocuSigned by:



Date

August 4, 2021

893452617B3C48D...
name and title, if signer is other than the owner

Daytime Phone Number
(647) 890-1779

E-mail Address

admin@global-capital-group.com

Instructions:

This form must be filed when there is a transfer of real property or one of the following types of personal property:

- Buildings on leased land.
- Leasehold improvements, as defined in MCL Section 211.8(h).
- Leasehold estates, as defined in MCL Section 211.8(i) and (j).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

****Section 211.27a(7)(d):** Beginning December 31, 2014, a transfer of that portion of residential real property that had been subject to a life estate or life lease retained by the transferor resulting from expiration or termination of that life estate or life lease, if the transferee is the transferor's or transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the transfer. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subdivision. If a transferee fails to comply with a request by the department of treasury or assessor under this subdivision, that transferee is subject to a fine of \$200.00.

***Section 211.27a(7)(u):** Beginning December 31, 2014, a transfer of residential real property if the transferee is the transferor's or the transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the conveyance. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subparagraph. If a transferee fails to comply with a request by the department of treasury or assessor under this subparagraph, that transferee is subject to a fine of \$200.00.

Section 211.27a(10): "... the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(5): "Except as otherwise provided in subsection (6), the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

Penalties:

Section 211.27b(1): "If the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property does not notify the appropriate assessing office as required by section 27a(10), the property's taxable value shall be adjusted under section 27a(3) and all of the following shall be levied:

- (a) Any additional taxes that would have been levied if the transfer of ownership had been recorded as required under this act from the date of transfer.
- (b) Interest and penalty from the date the tax would have been originally levied.
- (c) For property classified under section 34c as either industrial real property or commercial real property, a penalty in the following amount:
 - (i) Except as otherwise provided in subparagraph (ii), if the sale price of the property transferred is \$100,000,000.00 or less, \$20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$1,000.00.
 - (ii) If the sale price of the property transferred is more than \$100,000,000.00, \$20,000.00 after the 45 days have elapsed.
- (d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of \$5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$200.00.



PROPERTY TRANSFER AFFIDAVIT/HOMESTEAD EXEMPTION RECEIPT

_____ The undersigned hereby acknowledge receipt of the Property Transfer Affidavit form, together with instructions (Form L-4260), which form is required by Public Act 415 of 1994, which imposes obligations on Purchasers/Transferees to file said form within 45 DAYS of the date of transfer. The undersigned further acknowledge that Midwest Title LLC is under no obligation to provide said form but does so as an accommodation to the undersigned. The undersigned assume all responsibility relative to compliance with the Act and, accordingly, holds the Company harmless from and against any liability relative thereto.

_____ The undersigned hereby acknowledge receipt of the Michigan Department of Treasury Form No. 2368, Homestead Exemption Affidavit. I will take the responsibility to file said form.

Global CG LLC, a Delaware Limited Liability Company Date: 08/04/2021

By:  _____
893452617B3C48D...
Peter Ivanitsov, Authorized Agent



Closing Date: 4th day of August, 2021
Seller(s): Valraphy LLC
Purchaser(s): Global CG LLC
File Number: MTL-21-11180
Property Address: 15841 Wisconsin Street, Detroit, MI 48238

CLOSING AGREEMENT

In signing this agreement, the undersigned parties, Purchaser and Seller (collectively referred to as "we"), acknowledge and agree that Midwest Title LLC, in its capacity as closing agent, will be relying upon information provided to it by Purchaser, Seller, lenders, creditors and taxing authorities, in both oral and written format, that may be subject to audit and revision by the parties providing the amounts due, when payment is received. Some of the most common reasons for changes in the payoff amounts are taxes and insurance payments made subsequent to the date of the payoff statement, reliance upon checks that are later returned unpaid, and inaccurate computation of an amount due by the party or entity providing the information. Midwest Title LLC has made every effort to verify the accuracy of any amounts due and owing, but this is often not possible and still remains subject to revision when payment is received and/or amounts become owing.

For the reasons as stated above, Midwest Title LLC requires assurance that any and all payoff shortage resulting from misinformation furnished to it by an outside source (this includes the undersigned parties) and/or error of any party, will be promptly paid by the person or persons responsible for the debt (the undersigned parties). This includes but is not limited to amounts owing but not collected at closing and/or any other amounts that become due and owing and are the responsibility of Purchaser or Seller.

Furthermore, the undersigned parties hereby warrant, represent and agree to the following:

1. That within the last 60 (sixty) days, Purchaser and Seller have not stopped payment or otherwise caused any check written to any taxing authority or creditor involved in this transaction to not be honored and paid by any banking institution.
2. That subsequent to this closing, Purchaser and Seller will not cause any check written to any taxing authority or creditor involved in this transaction to not be honored and unpaid by any banking institution.
3. In the event that there is a shortage in the amount collected to pay off any item required to be paid out of the proceeds of this transaction, or there is an amount due pursuant to a tax, assessment, bill or invoice, Purchaser and Seller will immediately, upon proof of the additional amount due, either pay the amount in question or reimburse Midwest Title LLC if it has made the payment on either of our behalf. Furthermore, in the event the amount advanced by Midwest Title LLC is turned over to a collection agency and/or attorney, the undersigned parties agree to pay all actual collection and/or attorney fees as well as any court costs incurred by Midwest Title LLC.




Midwest Title LLC

4. That any and all information provided to Midwest Title LLC, before and during the closing by the undersigned is true, accurate and correct to the best of our knowledge. Further, that in the event of discovery that inaccurate, incorrect and/or untrue information was provided, Purchaser and Seller will immediately provide Midwest Title LLC with any and all additional and corrected information consistent with our duty of prompt, proper and accurate disclosure of truthful and accurate information. This includes but is not limited to the re-execution of documents required by any party to the subject transaction.
5. That in closing this transaction Purchaser and Seller acknowledge that there are certain rights and duties associated with the positions of Purchaser and Seller. Purchaser and Seller acknowledge that we are aware of all rights and duties associated with our respective positions in this transaction and we affirm that we have fully complied with said duties and have not violated the rights of any party to this transaction.
6. That in the event a check provided at closing is returned for non-sufficient funds, account being closed, stop payment, etc., the party submitting said check will reimburse Midwest Title LLC for the amount of the check PLUS any and all fees and expenses associated with the collection of that amount. Reimbursement will be in the form of certified funds, cashier's check, money order, or any other form deemed acceptable by Midwest Title LLC.
7. To fully cooperate and assist Midwest Title LLC even after the date of this closing, in the correction of any errors on documents that have been executed as part of this closing. The cooperation by the Purchaser and Seller may include, but is not limited to, the execution of any new documents as required to correct any clerical errors.
8. That Midwest Title LLC prepared all documents necessary for the transaction based on the information and instructions Purchaser and Seller provided. Further, Purchaser and Seller agree to hold harmless Midwest Title LLC and its underwriters from any and all loss related to the preparation of the documents necessary for closing and settlement in accordance with our instructions.
9. **PROVIDED MIDWEST TITLE LLC FOLLOWS THE INSTRUCTIONS OF ALL PARTIES, THE UNDERSIGNED AGREE THAT THE TRANSACTION WAS PROPERLY CLOSED AND SETTLED IN ACCORDANCE WITH OUR INSTRUCTIONS AND APPROVAL.**

In signing, Purchaser and Seller affirm that we have read and understood this document in its entirety and fully agree to all the terms set forth therein.

DocuSigned by: Valraphy LLC, a Michigan Limited Liability Company

By:  _____
893452617B3C48D
 Valraphy LLC, Authorized Agent

Valraphy LLC, a Michigan Limited Liability Company

By: _____
Marc Malezieux

**LIMITED POWER OF ATTORNEY FOR CORRECTING
TYPOGRAPHICAL ERRORS**

We, the undersigned, for and in consideration of closing the loan and/or sale transaction involving property described as **15841 Wisconsin Street, Detroit, MI 48238**, do hereby appoint Midwest Title LLC as our attorney-in-fact to correct any TYPOGRAPHICAL ERRORS, to place our initials on documents where changes are made and/or to sign our names to and acknowledge any modification or other documents correcting the typographical error. In the event this procedure is utilized, the party(ies) involved shall receive a corrected copy of the changed document.

This power of attorney shall be irrevocable until the loan, if any, is satisfied and shall survive the disability of the undersigned.

AS WITNESS our execution hereof this **4th** day of **August, 2021**.

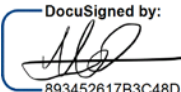
SELLER

PURCHASER/BORROWER

Valraphy LLC, a Michigan Limited Liability Comp
any

Global CG LLC, a Delaware Limited Liability Compan
y

By: _____
Marc Malezieux

By:  _____
Peter Ivantsov, Authorized Agent

TAX PRORATION AGREEMENT

File No. MTL-21-11180

SELLER: Valraphy LLC

BUYER: Global CG LLC

PROPERTY DESCRIPTION: 15841 Wisconsin Street, Detroit, MI 48238,

This Agreement is executed by the undersigned Buyer and Seller for the purpose of acknowledging that they understand the TAX PRORATION IS AN ESTIMATE ONLY, based on taxes paid in the 2021 Tax Year, including taxes paid in the prior calendar year applicable to this tax year. Any re-proration based on the applicable tax bills will be entirely between the Buyer and Seller.

It is further agreed by all parties hereto that Midwest Title LLC shall not be held responsible for the performance of this agreement.

Agreed to this 4th day of August, 2021.

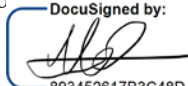
SELLER

Valraphy LLC, a Michigan Limited Liability Company Date: 08/04/2021

By: _____
Marc Malezieux

BUYER

Global CG LLC, a Delaware Limited Liability Company Date: 08/04/2021

By:  _____
893452617B3C48D
Peter Ivantsov, Authorized Agent