

Prepared by and return to:
Guillermo M. Mancebo, Esq.
Attorney at Law
Mancebo Law, P.A.
250 Catalonia Avenue, Suite 302
Coral Gables, FL 33134
(305) 704-8694
File Number: 24-087-MOSHE

[Space Above This Line For Recording Data]

Affidavit (Limited Liability Company)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Avraham Zvi Angel ("Affiant"), who depose(s) and say(s) under penalties of perjury that:

[when used, "Affiant", includes singular or plural as context so requires or admits.]

1. This affidavit is made with regard to the following described property:
Lots 8, 9, 10, 11 and 12, less the East 5 feet thereof, Block 29, AMENDED PLAT OF BLOCKS 1-2-3-4-5-6-7-8-25-26-27 28-29-30-31-32 AND 33 of NORTH LAUDERDALE, according to the plat thereof as recorded in Plat Book 1, Page 182, Public Records of Miami-Dade County, Florida, said lands situated, lying and being in Broward County, Florida.
2. Affiant makes this affidavit on individual knowledge and on behalf of ZVI Holyholdings, LLC, a limited liability company organized under the laws of New York ("LLC") that is a party to a transaction involving the Property and is the Buyer.
3. Affiant is authorized to execute the Closing Documents on behalf of the LLC by the laws of the domicile of the LLC, New York. A legal opinion from an attorney licensed to practice law in the place of domicile of the LLC has been obtained or as Affiant is identified by name in the current documents filed with the New York Department of State as the Manager of a manager-managed LLC. Affiant has the authority to execute the Closing Documents on behalf of the LLC and Affiant knows of no facts that may provide notice to any party to this transaction of any actual lack of authority of Affiant. The transaction qualifies as a bona fide transaction.
4. The person executing this affidavit is authorized to execute the Closing Documents for the LLC and is not and has not been a debtor in bankruptcy since becoming a member or manager of the LLC. If other than the Affiant, then, in addition, the person or entity, as applicable, executing the Closing Documents for the LLC is not and has not been a debtor in bankruptcy since becoming a member, manager or authorized signatory of the LLC.
5. Initial as applicable:
☐ LLC is not one of a family or group of entities.
☐ LLC is one of a family or group of entities, but none of the other entities in this family or group of entities is a debtor in bankruptcy. *[The following are to be considered in determining whether or not the company is one of a family or group of entities: having principals in common with other entities; being functionally or operationally related to another entity; whether funds flow upstream or downstream to other entities; whether funds or other assets are commingled with those of other entities.]*
6. Initial as applicable:
☐ LLC has more than one member.
☐ LLC is a single member limited liability company, but there are no creditors who have acquired or are attempting to acquire control of LLC by executing on or attaching or seizing the member's interest in LLC.

7. This affidavit is made to induce **Old Republic National Title Insurance Company/ATFS**, ("Title Insurer") to insure title to the real property described in item 1 above. Affiant, individually and on behalf of the limited liability company described in item 2 above agrees to indemnify **Title Insurer** and hold it harmless from any loss or damage resulting from its reliance on the matters set forth in this affidavit.

Witness Name: _____

Avraham Zvi Angel _____ (Seal)

Witness Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of October, 2024, by Avraham Zvi Angel, who ☐ is personally known to me or ☐ has produced _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

"As-Is" Property Condition Acknowledgment

Seller: Third Avenue Development, LLC, a Florida Limited Liability Company
Buyer: ZVI Holyholdings, LLC, a New York Limited Liability Company
Property: 421 NE 3rd Avenue, Fort Lauderdale, FL 33301
Closing Date: June 14, 2024
File Number: 24-087-MOSHE

Buyer hereby certifies that Buyer has investigated the adequacy and conditions of the above referenced property and is satisfied with the "as-is" condition. Buyer is aware that Buyer is purchasing the property without the benefit of a warranty.

The above is certified to be true and correct. Buyer shall include singular or plural as the context so requires or admits.

ZVI Holyholdings, LLC, a New York limited liability company

By: _____
Avraham Zvi Angel, Managing Member

Closing Affidavit

Entity or Fiduciary Buyer/Borrower

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Avraham Zvi Angel ("Affiant") Managing Member of/under ZVI Holyholdings, LLC, a New York Limited Liability Company ("Buyer/Borrower"), who deposes and says under penalties of perjury that:

1. Property. Buyer/Borrower will be or is the owner of the certain real property (the "Property") described as:
Lots 8, 9, 10, 11 and 12, less the East 5 feet thereof, Block 29, AMENDED PLAT OF BLOCKS 1-2-3-4-5-6-7-8-25-26-27-28-29-30-31-32 AND 33 of NORTH LAUDERDALE, according to the plat thereof as recorded in Plat Book 1, Page 182, Public Records of Miami-Dade County, Florida, said lands situated, lying and being in Broward County, Florida.
2. No Lien. There have been no improvements, alterations or repairs to the Property during the last ninety (90) days, for which the cost thereof remains unpaid except for: None.
3. Gap. There are no matters pending against Buyer/Borrower that would give rise to a lien which would attach to the Property between July 9, 2024 at 11:00 PM, the Effective Date of **Old Republic National Title Insurance Company ("Title Insurer")** Title Commitment under Fund File No. 24-087-MOSHE, (the "Title Commitment") and the recording of the interest to be insured on the Owner's/Loan Policy to be issued pursuant to the Title Commitment. Except as expressly stated in the Title Commitment, Buyer/Borrower has not and will not execute any instruments that would adversely affect the interest to be insured and Buyer/Borrower has not taken any action preceding the Effective Date of the Commitment which would result in any lien attaching to the Property prior to the date of the recording of the instrument to be insured.
4. Buyer/Borrower's Existence and Affiant's Authority. The Buyer/Borrower is active and in good standing, no proceeding is pending for its dissolution or termination and Affiant is its duly appointed and serving fiduciary with authority to bind the Buyer/Borrower. Affiant gives this affidavit on individual knowledge and on behalf of the Buyer/Borrower.
5. Pending Actions. There are no violations of Municipal or County Ordinances affecting the Property and there are no actions or proceedings now pending in any State or Federal Court to which the Buyer /Borrower is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property now pending.
6. Title Exceptions. There are no judgments, mortgages, encumbrances or liens of any nature affecting the Property other than those shown on the Title Commitment.
7. Tax Re-Proration. Buyer/Borrower agrees that in the event the current real estate property taxes vary in amount from the figures used in making the tax proration used in closing the transfer and conveyance of the Property, a new proration and a correct and proper proration will be made upon demand.
8. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Mancebo Law, P.A.** and **Title Insurer** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Affiant, individually and on behalf of Buyer/Borrower hereby holds **Mancebo Law, P.A.** and **Title Insurer** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

9. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

ZVI Holyholdings, LLC, a New York Limited Liability Company

By: _____
Avraham Zvi Angel, Managing Member

State of _____

County of _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of October, 2024 by Avraham Zvi Angel, Managing Member of ZVI Holyholdings, LLC who ☐ is personally known or ☐ has produced _____ as identification.

[Seal]

Notary Public

Print Name: _____

My Commission Expires: _____

Closing Statement Addendum

Seller: Third Avenue Development, LLC, a Florida Limited Liability Company
Buyer: ZVI Holyholdings, LLC, a New York Limited Liability Company
Property: 421 NE 3rd Avenue, Fort Lauderdale, FL 33301
Closing Agent: Mancebo Law, P.A.
Closing Date: June 14, 2024
File Number: 24-087-MOSHE

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS: The Buyer(s) acknowledge(s) the existence of any homeowner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Buyer:

ZVI Holyholdings, LLC, a New York Limited Liability Company

By: _____
Avraham Zvi Angel, Managing Member

Seller:

Third Avenue Development, LLC, a Florida limited liability company

By: Tahoe Management, LLC, a Florida limited liability company, its Manager

By: _____
Itay Avital, Manager

A. Settlement Statement		U.S. Department of Housing and Urban Development		OMB Approval No. 2502-0265	
B. Type of Loan					
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input checked="" type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins 6. <input type="checkbox"/> Cash 7. <input type="checkbox"/> Other					
8. File Number 24-087-MOSHE		9. Loan Number		10. Mortgage Insurance Case Number	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.					
D. NAME AND ADDRESS OF BORROWER:		ZVI Holyholdings, LLC 1460 46th Street, Brooklyn, NY 11219			
E. NAME AND ADDRESS OF SELLER:		Third Avenue Development, LLC 441 NE 3rd Ave, Suite 201, Fort Lauderdale, FL 33301			
F. NAME AND ADDRESS OF LENDER:		Cash			
G. PROPERTY LOCATION:		421 NE 3rd Avenue Fort Lauderdale FL 33301			
H. SETTLEMENT AGENT		Mancebo Law, P.A. 250 Catlanon Avenue, Suite 302, Coral Gables FL 33134 (305) 704-8694			
PLACE OF SETTLEMENT		250 Catlanon Avenue, Suite 302, Coral Gables FL 33134			
I. SETTLEMENT DATE:		10/14/2024		DISBURSEMENT DATE 10/14/2024	
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller		
101. Contract Sales Price	4,800,000.00	401. Contract Sales Price	4,800,000.00		
102. Personal Property		402. Personal Property			
103. Settlement charges to borrower (line 1400)	.00	403.			
104.		404.			
105.		405.			
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/Town taxes		406. City/Town taxes			
107. County taxes		407. County taxes			
108.		408.			
109.		409.			
110.		410.			
111.		411.			
112.		412.			
120. Gross Amount Due From Borrower	4,800,000.00	420. Gross Amount Due To Seller	4,800,000.00		
200. Amounts Paid By Or In Behalf Of Borrower			500. Reductions In Amount Due To Seller		
201. Deposit or earnest money		501. Excess deposit (see instructions)			
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	54,693.50		
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to			
204. Credit per Settlement Agreement	4,800,000.00	504. Credit per Settlement Agreement	4,800,000.00		
205.		505.			
206.		506.			
207.		507.			
208.		508.			
209.		509.			
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/Town taxes		510. City/Town taxes			
211. County taxes		511. County taxes			
212. Assessments		512. Assessments			
213.		513.			
214.		514.			
215.		515.			
216.		516.			
217.		517.			
218.		518.			
219.		519.			
220. Total Paid By/For Borrower	4,800,000.00	520. Total Reduction Amount Due Seller	4,854,693.50		
300. Cash At Settlement From/To Borrower			600. Cash At Settlement From/To Seller		
301. Gross Amount due from borrower (line 120)	4,800,000.00	601. Gross Amount due to Seller (line 420)	4,800,000.00		
302. Less amounts paid by/for borrower (line 220)	4,800,000.00	602. Less reductions in amount due seller (line 520)	4,854,693.50		
303. CASH From BORROWER		603. CASH From SELLER	54,693.50		

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on October 14, 2024.

L. SETTLEMENT CHARGES					
700. Total Real Estate Broker Fees				Paid From	Paid From
Division of commission (line 700) as follows.				Borrower's	Seller's
701.				Funds at	Funds at
702.				Settlement	Settlement
703. Commission paid at settlement					
704.					
705.					
706.					
800. Items Payable In connection with Loan					
801. Loan Origination Fee	to Cash				
802. Loan Discount	to Cash				
803.					
804.					
805.					
806.					
900. Items Required By Lender To Be Paid In Advance					
901. Interest from	From 10/14/2024	To 11/01/2024			
902. Mortgage insurance premium					
903. Hazard Insurance premium					
904.					
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance					
1002. Mortgage Insurance					
1003. City property taxes					
1004. County Property Taxes					
1005. Annual assessments					
1006.					
1007.					
1008. Aggregate Adjustments					
1100. Title Charges					
1101.					
1102.					
1103.					
1104. Survey Fee	to Skyline Lien Search				1,000.00
1105. Lien Search	to Skyline Lien Search				750.00
1106. Title Search	to Attorney's Title Fund Services, LLC				500.00
1107. Attorney's fees (\$4,500.00 POCS)	to Mancebo Law, P.A.				3,500.00
1108. Title Insurance	to Old Republic National Title Insurance Company/ATFS				14,575.00
1109. Lender's coverage @ \$.00					
1110. Owner's coverage \$4,800,000.00 @ \$ 14,575.00					
1111.					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees:	Deed \$18.50	Mortgage	Releases		18.50
1202. City/county tax/stamps	Deed	Mortgage			
1203. State tax/stamps:	Deed \$33,600.00	Mortgage			33,600.00
1204.					
1205.					
1300. Additional Settlement Charges					
1301. Mobile Notary Fee	to Notary Cam				750.00
1302.					
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES				.00	54,693.50

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on October 14, 2024.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 24-087-MOSHE

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s)

ZVI Holyholdings, LLC, a New York limited liability company

By: _____
Avraham Zvi Angel, Managing Member

Seller(s)

Third Avenue Development, LLC, a Florida limited liability company

By: Taho Management, LLC, a Florida limited liability company, its Manager

By: _____
Itay Avital, Manager

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Mancebo Law, P.A.

By: _____ Date: _____