

Dear --

Shoval Shemi Entrepreneurship and
Construction TOBACCO Single-Member S.A
Business register number **153335804000**
Tax identification number 801268932
Hereinafter: **"The Company"**

Subject: Application for purchase an apartment service - Thessaloniki Greece

I am the identified by the following details obligate, regarding this application:

Name: _____, Israeli ID number: _____ Cell phone: _____ Address:

_____, Email: _____

1. I am aware that the company engages in development, renovation, and management of properties in Thessaloniki and Halkidiki Greece.
2. I am aware that the company, through a team of professionals, specializes in locating, purchasing, and using properties in Greece and can purchase the residential apartment whose details are ____ (hereinafter: "**The residential apartment**") attached as Appendix 1 the Description of the Assets, A List of the Participation Rates in the Asset and A Floor Plan that describes the Final Apartments after the Change and Division of the Asset. The above described property belongs either to the company or to other people that the company legally represents.
3. I am interested in purchasing the residential apartment that is set to be built on the plot according to the steps mentioned below, and for this reason, I request by this form to use the above company services.
4. I am aware and agree that the payment for purchasing the residential apartment through the company's services will be for the amount of _____ Euros.

The estimated payment outlook will be:

Purchase Price	
Purchase Tax	
Notary and land Registry cost	
Lawyer cost	
Selling cost with vat	
Total fee	

SIGN:

Participant _____
company _____

The estimation costs (tax, notary, lawyer etc.) can be changed based on the circumstances, but the total price is final. The company will issue invoices for part of the payments. All the payments regarding the purchase price will be called extra cost.

The full payment will be made according to the payment method, as mentioned in appendix 4.

5. It is clarified to me that the price of the apartment includes tax payments and expenses that will be detailed in the Greek purchase agreement.
6. The technical specifications of the residential apartment and the added furniture and electrical equipment will be included in the attached list, marked Appendix 2.
7. The above company will give me a warranty for the residential apartment regarding the construction work, including defects and hidden defects, for a period of 3 years, which will include repairing defects and hidden defects as explained in the attached list, marked as Appendix 3.
8. At the time of signing this application, I will pay the company a deposit of 5,000 Euros to ensure that I will sign in no later than 10 days, a notarized power of attorney authorizing the above company to act on my behalf to purchase the residential apartment.
9. Upon signing this application, I will sign an appendix to a broker account under Greek law, attached is the appendix.
10. I fully understand that I will pay the company according to Appendix No 4 and within a period of 10 days.
11. I am aware that if I; 1. Cancel this registration or 2. Decide to cancel the purchase for any reason; 3. Not Give the company a notarized power of attorney; 4. Not pay the company all the payments agreed for the residential apartment - this application will be canceled and the above check deposit will be held by the company and the whole amount will remain at the company, and I Will not have any claim in this regard.

SIGN:

Participant _____

company _____

12. I am aware that only by completing the purchase process and paying the full amount of the residential apartment, will obligate the company to the services mentioned above. Otherwise, by signing this application there will be no obligation from the company to provide the related services and I waive any claim in this regard.
13. I am aware that in case I do not pay the company by the timelines set after the notarial contract was sign, then the company will have the right to either cancel the contract and keep as penalty the amount of 30% of the purchase price or to take any legal action in order for the purchase to be completed. In this case, the extra cost will not be returned. In case of cancelation, the Company needs to return the remaining amount within a period of 6 months.
14. Upon the delivery of the property, the Participant will have a deadline of two months to check the property and repay the final amount.
15. The Greek agreement will be conducted by a notary in Greek and will include the description of the property in Appendix 1 and the purchasing price.
16. Appendix 5 includes The Timetable for Executing the Project and the Status of the Project

17. The Company's Bank Accounts

Beneficiary name:	Shoval Shemi Entrepreneurship & Construction Tobacco S.A
IBAN:	GR7001407010701002002032034
Bank:	Alpha Bank
Swift:	CRBAGRAA
Branch number	0701
Branch name	Egnatia 2 St., Thessaloniki 54626 Greece

The Contracting Parties

_____ X
Christos Bakas
Company Manager

_____ X
ID -
Participant

SIGN:
Participant _____
company _____

Appendix 1

Description of the Assets

a plot with an area of nine hundred and thirty-two square meters and ninety-three centimeters (932,93 m²) at Agia Varvara location, within the urban plan of the beach of Nikiti, of the Municipality of Sithonia, in Sector A2 and Building Block 20 of the Municipal Community of Nikiti, Municipal Unit and Municipality of Sithonia, Regional Unit of Halkidiki, Region of Central Macedonia, Greece.

The company acquired the property by full ownership under preliminary contract nr. 8092/18.01.2022 of the Notary public of Thessaloniki Mrs. Anastasia Gavriilidou.

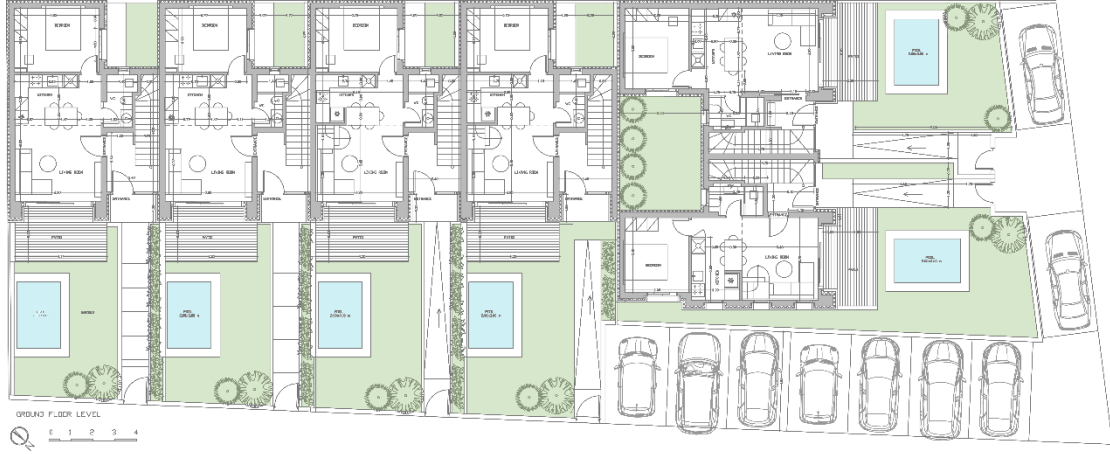
SIGN:

Participant _____

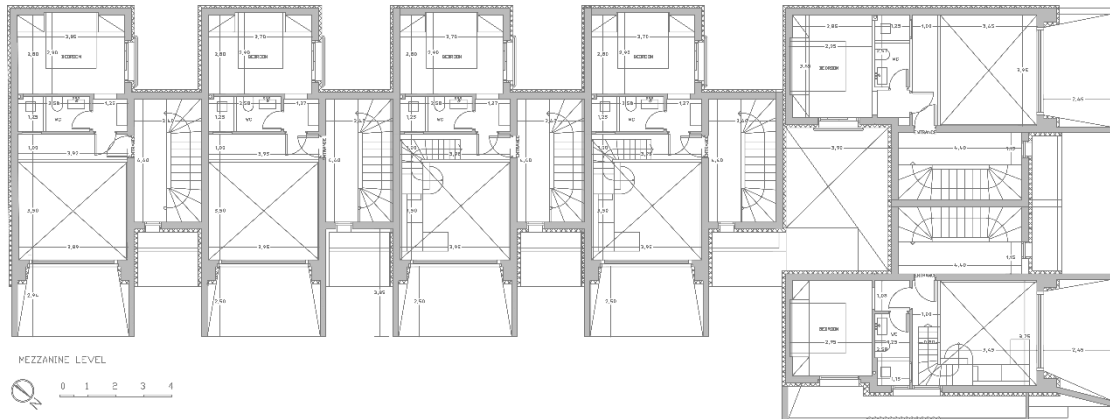
company _____

Appendix 1 - Floor Plan that describes the Final Apartments and apartment information.

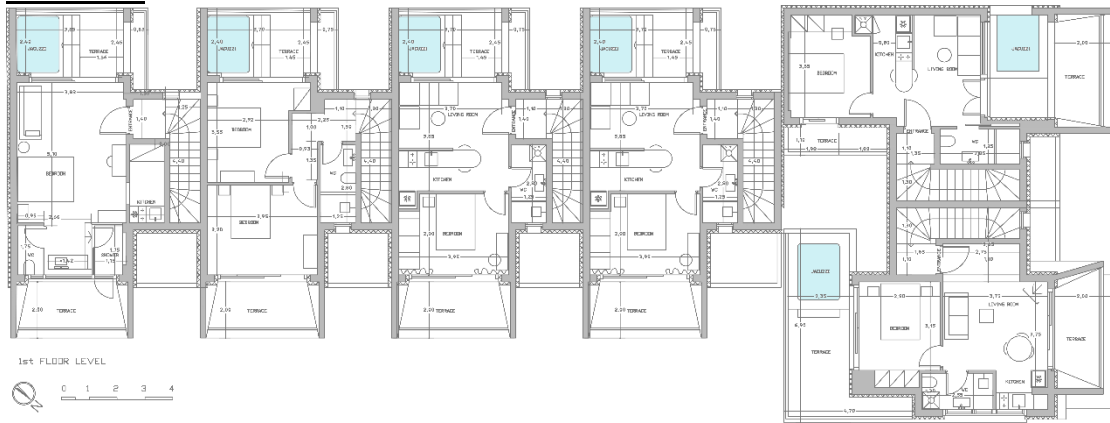
First floor



Mezzanine Floor



First floor



SIGN:
Participant _____
company _____

Floor Area / Undivided Share of Land (UDS) / Owner Table

932.93

DESCRIPTION	GFA (SQ.M.)	NFA (SQ.M.)	LAND OWNERSHIP PERMILLE (‰) UDS	PLOT SURFACE USED BY THE PROPERTY	PARKING SPACE NUMBER FOR EACH PROPERTY	
	(a)	(b)	(c)	(d)	(e)	
TOTAL	816.30	730.89	1001	786.63		
VILLA 1	133.07	133.07	162	126.78	1	
VILLA 2	129.60	129.60	161	126.75	2	
MAISONETTE 3	81.49	71.09	94	119.65	3	
APARTMENT 3	60.05	41.15	71	9.01	4	
MAISONETTE 4	84.10	73.10	98	122.27	5	
APARTMENT 4	58.41	39.84	68	9.31	6	
VILLA 5	130.71	130.71	174	137.11	9	
MAISONETTE 6	79.92	70.21	99	127.78	8	
APARTMENT 6	58.95	42.12	73	7.99	7	
DESCRIPTION	EXCLUSIVE PARKING SPACE FOR THE PROPERTY	COMMON SPACE / FACILITIES	TOTAL PLOT AREA	FRONT GARDEN (including patio)	PART OF COMMON OUTDOOR CORRIDOR	PATIO
	(f)	(g)	(h) = d+f+g	(i)	(j)	(k)
TOTAL	116.03	30.27	932.93			
HOUSE 1	12.75	3.36	142.89	61.44	-	10.28
HOUSE 2	12.36	3.36	142.47	62.71	-	10.03
MAISONETTE 3	12.36	3.36	135.37	46.60	9.01	10.04
APARTMENT 3	12.36	3.36	24.73	-	9.01	-
MAISONETTE 4	12.36	3.36	137.99	47.49	9.31	10.02
APARTMENT 4	12.36	3.36	25.03	-	9.31	-
HOUSE 5	15.37	3.36	155.84	61.55	-	10.26
MAISONETTE 6	13.75	3.36	144.89	64.32	7.99	10.20
APARTMENT 6	12.36	3.36	23.71	-	7.99	-
DESCRIPTION	BACK YARD	BALCONY (ROAD OR YARD)	TERRACE	OWNER NAME	OWNER ISRAEL ID	SIGN
	(l)	(m)	(n)			
TOTAL						
HOUSE 1	6.90	8.98	13.12			
HOUSE 2	7.35	9.10	12.65			
MAISONETTE 3	7.35	-	-			
APARTMENT 3	-	9.10	12.65			
MAISONETTE 4	8.40	-	-			
APARTMENT 4	-	9.10	12.65			
HOUSE 5	19.06	4.56	19.13			
MAISONETTE 6	-	9.89	-			
APARTMENT 6	-	9.30	18.90			

SIGN:

 Participant _____
 company _____

Appendix 2 - technical specifications, furniture and electric equipment

Exterior pvc or aluminum window/door frames

Sliding or tilt and turn windows/doors, low-e double glazed, with $uw < 2 \text{ W}/(\text{m}^2 \cdot \text{K})$ and insulated frame.

Typical Security door

Security front door: either steel panel with laminate finish, silent and adjustable heavy-duty barrel hinges, reinforced lock case, short security key, door peephole, straight frame without curves or one with aluminum or pvc panel .

interior doors + frame

MDF 4mm covered with laminate panels, straight frame without curves, 3-barrel hinges, inox lock-hinges-handle, laminate finish chosen by the architect.

frameless interior door

Consealed opening door panel on the same level with the one side of the wall, with hidden wall hinges or pivot mechanism and seamless door frame. Finishes as indicated by the architect.

Interior millwork

All the interior millwork custom made structures and furniture are made with EGGER or KRONOSPAN type melamine veneer 18mm. Finishes are a combination of wooden-like melamine (like in the renderings) and unicolor matt ones. Closet doors, depending on the design, may have mirrored surface also.

Gypsum walls and masonries

All the partition walls will be built either with ytong or bricks. Also the interior walls in the apartments will be either by ytong or brick or gypsum: 1+1 x gypsum board 12,5mm + Frame width 50mm+rock wool 40mm (50kg/m³) + 1+1 x gypsum board 12,5mm. In case of the bathroom gypsum walls: 1x gypsum board 12,5mm + Frame width 50mm+rock wool 40mm(50kg/m³) + 2x moisture resistant gypsum board 12,5mm.

Electrical installation

Either SCHNEIDER ELECTRIC of black color or LEGRAND NILOE of white color (or equivalent of a different brand/model with the same or better technical characteristics). It is mentioned that where kitchen backsplashes are a dark color, for example grey, then the sockets and switches will be dark anthracite grey / black. All the electrical lines are to be encased in plastic conduits both in wall and ceiling surfaces.

All the new electrical panel boards of all the apartments will have a sleek, minimal look with an opaque plastic front door, as in the model VF312PA of Hager.

Plumbing Installation and Sewer Installation

All the necessary accessories that ensure a complete and functional plumbing and sewage installation are included. Cold and hot water pipelines: PPR / Valves: Brass "ball valves". All the main sewer lines must be covered with 5cm insulation. All the water meters will be installed at the place indicated by the architect and the authorities on the plot's border line.

SIGN:

Participant _____

company _____

Floor / wall tiling - coating

All the tiles will be of A' quality. Either edging rectangular aluminum profiles will be applied on all the exterior edges or the tiles will be cut in 45 degrees angle and be attached to each other. The skirting will be either ceramic of 7cm height or paintable mdf / pvc of 7cm or minimal cove skirting at around 1-2cm distance from the floor surface, according to the architect's indication.

For the floors: a combination of lvt strip flooring and porcelain tiles. The lvt flooring will be class 23 wood finish strips, with 0.3mm wearable surface, durable to wheeled chairs, anti-slip R9. The porcelain tiles will be either 60x60cm or 60x120cm or wooden-like porcelain 15x90cm or 15x60cm, depending on the architect's design. The skirting will be either ceramic or paintable mdf or pvc of simple design and height around 7cm or minimal cove skirting at around 1-2cm distance from the floor surface, according to the architect's indication.

For the bathroom floor / walls: According to the architect's design, either a seamless cement resin application everywhere, or a combination of porcelain 60x60cm or 15x60cm or 20x20cm tiles on the floor along with either ceramic tiles on the walls or seamless cement resin mortar.

Bathrooms

They include a walk-in shower with glazed partition or a shower tray with a cabin (depending on the architect's design), toilet, sink on a base like shelf or small vanity furniture, wall mirror and bath accessories. The result will be like in the visualizations.

Painting

Min. 3 samples on site to be presented to the architect for approval before execution. Color and finish are determined by the architect. All the interior gypsum surfaces will have a suitable primer applied before being painted. The other interior surfaces will have a micronized acrylic water-based primer applied. All the interior surfaces will eventually be painted with 2-3 layers of emulsion paint. Wherever in bathrooms part of the walls remain untiled or uncoated, they will be painted with 2-3 layers of emulsion paint suitable for wet spaces.

Swimming pool in the front garden

A compact or custom swimming pool in dimensions around 2x3m or 2x4m or else, depending on the building permit studies blueprints. The finishes will be chosen by the architect.

Jacuzzi on the terrace

Jacuzzi in dimensions around 150x200cm or else, depending on the building permit studies blueprints. The finishes will be chosen by the architect.

Exterior thermal insulation

Exterior thermal insulation system with total thickness around 10cm, applied on all the exterior walls accordingly to the requirements of the building energy study.

Solar panels for the semi-detached houses

Solar panels for hot water will be installed on the roof of all the semi-detached houses, accordingly to the requirements of the building energy study.

SIGN:

Participant _____

company _____

Appendix 3 - Liability for the Construction Work

- A. The liability for the construction work, including any concealed flaw or defect, will be for a period of 3 years.
- B. In accordance with the liability that is described in article A the repair of every defect will be free of charge (even if a receipt protocol was signed by the manager).
- C. A technical support will be given free of charge during the first nine months of activity (starting from the day the tenant enters the apartment). In respect to the water supply, sewage, electrical devices (including the television and networks, phone networks, intercom) the period of the aforesaid free of charge technical support will not exceed under all circumstances two years from the date the Project was submitted, and it will not apply to damages that derive from an improper use of the Asset.
- D. Every equipment that has a warranty its liability will be according to the manufacturer's liability (for example: air conditioners, steam collectors, boilers, electrical appliances).

SIGN:

Participant _____

company _____

Appendix 4 The Payment Dates and the Participant's Price in the Private Agreements

This agreement was prepared on the ___ of ___ 202_ between the following Parties:

On the one side, the Company Shoval Shemi Entrepreneurship and Construction Single-Member S.A., that is nicknamed "Shoval Yazamoot", and its residence is at 14 Ptolemeon St. in Thessaloniki, Greece, its business registration number is 153126204000 and its tax identification number is 801268932, which is duly represented in this agreement by **Mr. Christos Bakas** (hereinafter: "**the Company**").

And on the other side _____, a resident of Israel, who holds an Israeli I.D. that its number is _____. (hereinafter: "**the Participant**").

The parties hereby enter the brokerage agreement in accordance with section 703 of the Greek Civil Law and section 197 of Law 4072/2012 according to the following terms:

The parties believe that the price is fair, reasonable and proportional in respect to the execution and counter execution, and the parties explicitly waive their rights to revoke this agreement, including due to the reasons that are mentioned in sections 178, 179 and 388 of the Greek Civil Code (an immoral legal act and unexpected change in the terms).

The Participants agree that the payment for each stage will be transferred within no later than 10 days after the receipt of the notice from the Project's Attorney and/or the notice on behalf of the Company in this matter.

_____ agrees to pay according to the following payment table the following total sum – _____ Euros for the purchase Future Properties _____ (according to Appendix 3 of this agreement) that its _____/1000 out of the ownership of the Plot..

Payment No.	Stage	Scope of the Payment from the amount	Sum of the Payment	Approximate time
	Deposit		5,000 Euro	
1	After the notarial contract is ready before signing.	The cost of the extra expenses and 1.5% from the purchase price less the deposit		1/09/2023
2	Signing on the notarial contract to Purchase of land jointly owned and permit for start working, splitting the land individually and starting of the construction.	28.5% of the purchase price		30/09/2023
3	With the lower-level casting final	20% of the purchase price		12/2023

SIGN:
 Participant _____
 company _____



4	With the completion of skeleton works, including electrical and plumbing work in the skeleton, interior partitions and opening frames in a protected space	20% of the purchase price		03/2024
5	Assembling windows and railings, entrance doors and fire doors and works to close the skeleton	5% of the purchase price		05/2024
6	With an outdoor cladding final	5% of the purchase price		07/2024
7	With Plastering finishing and flooring	5% of the purchase price		09/2024
8	With internal cladding finishing, assembling internal doors, carpentry works and snitria	5% of the purchase price		11/2024
9	With the completion of shared systems and fire extinguishing, and the development of a courtyard and common areas as required for occupancy approval	5% of the purchase price		01/2025
10	Upon receiving approval for occupancy, furniture, accessories, and delivery of the apartment	5% of the purchase price		03/2025
11	In case the property is ready for occupancy and has passed the inspection from building authority and only some technical documentation is missing, full payment except of an amount of 2.000.	2000		

* If the Company didn't submit the Asset to any of the Participants within 18 months from the purchase of the property, then except for a case of force majeure, a sum of €1,407 for a House, €760 for a MAISONETTE and €454 for an Apartment for every month delay will be offset from the remaining payments of the Consideration until the Asset is submitted.

The Participant and the Company agreed as follows:

- 1) _____
- 2) _____

The Parties who are entering the agreement:

 Christos Bakas
 The Company's Manager

 The Participants: _____
 ID - _____

<p>SIGN: Participant _____ company _____</p>

Appendix 5 - The Timetable for Executing the Project and the Status of the Project

Commencement of the Construction	Submission of the Construction	Acquisition Date of the plot	A Full Permit that includes everything
September 2023	December 2024	october 2023	September 2022

It was made clear to the Participants, and they agree that the dates, which are mentioned in the timetable above are merely a speculation, and they are not final. The Company undertakes to submit the apartments at the end of an 18 month calendar, starting from the day the notarial contract sign and transferred (**Appendix 4**), subject to the condition that the Participants will fulfill all their undertakings according to this agreement, including the payment of the full purchasing price to the Company.

The Status of the Project – Plot owned by the company with a permit.

SIGN:

Participant _____

company _____

brokerage agreement

This brokerage agreement is drawn up in Thessaloniki_, today, the **18** of may __, between the contracting parties:

ON THE ONE HAND The Company under the name “SHOVAL SHEMI ENTREPRENEURSHIP AND CONSTRUCTION SINGLE-MEMBER S.A.” and the distinctive title “SHOVAL YAZAMOOT” based in Thessaloniki, 14 Ptolemeon str, with business register number 153126204000 and tax identification number 801268932, as it is legally represented in the present Agreement by Christos Bakas according to Article of Association of the Company, hereinafter referred to as the "BROKER" and

Name: _____ Israeli ID number: _____ Cell phone: _____+ Address:

ISRAEL, Email: _____

hereinafter referred to as the "Participant".

Hereby the contacting parties are drawing up a brokerage agreement according to the articles 703 seq. of the Greek Civil Code and the articles 197 seq. of Law 4072/2012 with the following terms and conditions:

1. Object of the contract

The purchase and the added purchase cost rates of the property in nikiiti at a price of _____ EUROS.

2. Provided services

The services provided cover the spectrum from finding the property and completing the purchase process to managing the property, handling any kind of tax liability, representation before the public authorities etc.

3. Payment

A fee of 250 euros is the agreed price due to the broker, including all services provided above.

4. Confidentiality

Under the effect of this Agreement, all the contracting parties shall be fully confidential about the information they exchange.

This Agreement has been drafted in two original documents, one for each contracting party and signed as follows:

The Contracting Parties

X
Christos Bakas
Company Manager

X
ID
Participant

SIGN:

Participant _____

company _____