

RESIDENTIAL RESALE PURCHASE CONTRACT

Version 20260101

Buyer Information

1 Name(s): _____
2 Mailing Address: _____
3 Email: _____ Phone: _____

Seller Information

4 Name(s): _____
5 Mailing Address: _____
6 Email: _____ Phone: _____

Agreement

7 Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property in its as-is,
8 where-is condition from Seller, on the terms and conditions set forth in this Contract, and such additional terms as
9 may be set forth in any addenda to this Contract duly executed by both Buyer and Seller.

Property Information

10 Property Address: _____
11 Assessor's Parcel Number(s)/Tax ID: _____ County: _____
12 Zoning: _____
13 Legal Description: _____
14 _____
15 _____
16 _____

17 **Scope of Property and Appurtenances:** The Property shall include the real property, all improvements, interests,
18 easements, fixtures, plats, plans, agreements, reports, studies, surveys, government and utilities approvals, and
19 warranty rights (express and implied), credits, reimbursements, claims, counterclaims, defenses or actions relating
20 to the Property, and appurtenances thereon or incident thereto.

21 **Fixtures and Personal Property:** The following items will be transferred, free of liens, with the sale of the
22 Property with no value and in as-is where-is condition: All existing fixtures and fittings including, but not limited
23 to: electrical, mechanical, lighting, chandeliers, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s),
24 gas logs and grates, built-in appliance(s), including ranges/ovens, dishwashers, built-in cabinetry, window/door
25 screens, awnings, shutters, window coverings, speakers, brackets/hardware, affixed floor coverings, satellite
26 dish(es), air conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), smart home devices
27 (with access transferred), mailbox, storage sheds, fountains, in-ground landscaping, trees/shrub(s), propane fuel
28 in owned tanks.

Buyer Initials _____

Seller Initials _____

29 **IF OWNED:** water softener(s), water purifiers, security systems/alarms, and solar power system(s) convey.

30 The following personal property is to be included in this transaction in its as-is, where-is condition:

31 ☐ Refrigerator: _____ ☐ Washer: _____

32 ☐ Above-ground spa: _____ ☐ Dryer: _____

33 ☐ Other: _____

34 _____

35 _____

36 All personal property not included in the sale will be removed from the Property by Close of Escrow.

37 **Leased Items:** Leased items do not convey. Seller shall disclose all leased items within **3 days** of Contract
38 Acceptance. Buyer shall have **5 days** after receipt of such disclosure, or within the Due Diligence Period,
39 whichever is later, to cancel the Contract for disapproval of leased items that do not convey.

40 In the event there are any leased items, the parties shall execute the Fixture Leases Addendum, which shall
41 control the terms of assumption.

42 After Contract Acceptance, Seller shall not create a new lease or amend an existing lease without Buyer's written
43 consent.

Financial Terms

Funds shall be paid in United States Dollars.

44 **Purchase Price:** \$ _____

45 **Down Payment Due:** \$ _____

46 Down payment to be deposited into Escrow before Close of Escrow: ☐ Wire ☐ Check

47 ☐ Other: _____

48 **Balance due at Close of Escrow:** \$ _____

49 ☐ Cash ☐ Other: See Financing Section

50 **Earnest Money:** \$ _____

51 Deposited into Escrow account within **3 days** of Contract Acceptance: ☐ Wire ☐ Check

52 ☐ Other: _____

53 **Seller Concessions:** ☐ Seller will credit Buyer _____% of Purchase Price or \$ _____, which may be used
54 for any Buyer fee, cost, or charge, to the extent allowed by Buyer's Lender, if any.

55 **Buyer Broker Compensation:** ☐ Seller will pay Buyer's Broker compensation in the amount of _____% of
56 Purchase Price or \$ _____.

57 **Consent:** If applicable, Buyer and Seller consent to Buyer Broker receiving compensation from more than one
58 party to the transaction. Buyer and Seller explicitly intend Brokers to be third-party beneficiaries of this Contract.
59 The provisions of this clause shall survive Close of Escrow.

60 **Failure to Timely Deliver Earnest Money:** If Buyer fails to deliver the Earnest Money as required, and fails to
61 cure after a Non-Compliance Notice is delivered, Buyer will be in material breach, and Seller shall be entitled to
62 the remedies outlined in the Remedies section.

Buyer Initials _____

Seller Initials _____

Financing

All Cash Sale (Verification of Funds): If a cash transaction, Buyer shall attach verification of readily available funds to close escrow, or provide such verification within **3 days** of Contract Acceptance.

Type of Financing:

☐ New Loan(s) with Financial Institution or Private Lender (New Loan Addendum incorporated)

☐ Other: _____

Financing Contingency: This sale ☐ is ☐ is not contingent upon the Buyer obtaining financing.

Financing Commitment Contingency Period and Waiver: Should this sale be contingent upon financing, the Buyer is granted _____ **days** from Contract Acceptance ("Financing Contingency Period") to secure a financing commitment, inclusive of an appraisal. Before the expiration of the Financing Contingency Period, Buyer must notify Seller of any failure to obtain such financing commitment. Buyer's failure to provide this notice will be interpreted as a waiver of the financing contingency and Buyer shall thereafter have no right to terminate this Contract due to its failure to obtain acceptable financing. Should Buyer notify Seller of its failure to obtain acceptable financing prior to the expiration of the Financing Contingency Period, Buyer must either: (i) terminate this Contract, pursuant to which Buyer will receive repayment of any Earnest Money deposit paid by Buyer, or (ii) waive the financing contingency and proceed to Closing under the terms of this Contract.

Buyer's Contingency (Sale of Property): This Contract and Buyer's ability to obtain financing ☐ is ☐ is not contingent upon the sale of a property owned by Buyer on or before _____, subject to the Sale of Other Property by Buyer Addendum, which terms shall control and is incorporated in this Contract.

Appraisal

Appraisal Contingency: Buyer's obligation to complete this sale ☐ is ☐ is not contingent upon an appraisal for at least the Purchase Price.

Should this sale be contingent upon the appraisal value ("Appraisal Contingency"), if the Property fails to appraise for the Purchase Price, Buyer has **5 days** after notice of the appraised value ("Appraisal Contingency Period") to cancel this Contract and receive a refund of the Earnest Money. If Buyer does not cancel this Contract within the Appraisal Contingency Period the Appraisal Contingency shall be waived and the parties shall proceed under the terms of this Contract. For any cancellation based upon the Appraisal Contingency, Buyer shall deliver a copy of the written appraisal to Seller.

Appraisal Fee: If an appraisal is required, the appraisal fee shall be paid by: ☐ Buyer ☐ Seller ☐ Buyer and Seller pay 50% each.

Appraisal fees are non-refundable and payable immediately.

Closing

Close of Escrow Definition: Close of Escrow ("COE") occurs when the deed is recorded at the County Recorder's Office.

Close of Escrow Date: _____ ("COE Date")

Buyer Initials _____

Seller Initials _____

95 **Closing Performance and Time is of the Essence:** The Parties agree to execute and deliver to Escrow
96 Company all documents, and to perform all other acts necessary in sufficient time to allow COE on the specified
97 COE Date.

98 **COE Date Extension (Office Closure):** If Escrow Company or Recorder's Office is closed on the COE Date,
99 COE shall occur the next business day that both offices are open.

100 **Buyer Funding Requirement (Good Funds):** Buyer agrees to deliver funds to Escrow Company to pay all
101 amounts due by Buyer, and directs any lender to deliver loan funds to Escrow Company in sufficient time to close
102 escrow on the COE Date.

103 **Possession Delivered At:** ☐ Close of Escrow ☐ Other: _____
104 At possession, Seller shall provide all existing keys, security system/alarm codes, and gate/garage door openers.

105 **Allocation of Expenses:** Escrow Fees and Recording Fees shall be split equally between Buyer and Seller,
106 unless otherwise specified in this Contract. All other fees and costs shall be allocated as is customary in the
107 county where the Property is located.

108 **Prorations (Taxes, Rents, Fees):** All assessments and fees that are not a lien as of COE, including property
109 taxes, rents, and HOA fees, shall be prorated as of the COE Date.

110 **Post-Closing Adjustments:** For any prorated item that cannot be finalized at COE, the parties agree to settle
111 the difference via a direct cash payment outside of escrow within **10 days** of receipt of the final amount. This is a
112 Post-Closing Matter for which Buyer and Seller agree that the Escrow Company and Broker(s) have no liability.

113 **Assessment Liens:** Any assessment which is a lien as of COE shall be paid by Seller.

114 **Rollback Taxes (Change in Use):** If this sale or Buyer's use after closing results in additional taxes
115 (Assessments) for periods prior to closing due to a change in land usage or classification, the Assessments will
116 be the obligation of Buyer. If Assessments are imposed because of Seller's change in use prior to closing, the
117 Assessments will be the obligation of Seller. Such obligations survive Closing.

Title and Escrow

118 Escrow Company Information

119 Escrow Company: _____
120 Mailing Address: _____
121 Email: _____ Phone: _____

122 The parties shall deliver to Escrow Company an executed copy of this Contract, which shall constitute instructions
123 to Escrow Company. If any of the provisions of this Agreement conflict with any printed form instructions
124 given to the Escrow Company, the provisions of this Contract shall govern and control, unless this Contract is
125 specifically modified or amended by both parties hereto, and a copy of the executed amendment is delivered to
126 Escrow Company. Without limiting the foregoing, no provision in any printed form instructions shall excuse any
127 performance by either party at the times provided in this Agreement, extend COE provided for herein, provide
128 either party hereto with any grace period not provided in this Agreement, indemnify Escrow Company for its
129 negligence or willful failure to perform its duties, or give Escrow Company or any broker any rights in their
130 agreement or the Earnest Money, and any such provision shall be deleted.

Buyer Initials _____

Seller Initials _____

131 **Title and Vesting Advice:** Buyer shall elect, before COE, how Buyer desires to take title. Buyer acknowledges
132 that Buyer should seek legal, tax and other professional advice prior to determining this election.

133 **Delivery of Title Commitment and Documents:** Escrow Company is instructed to obtain and deliver to Buyer
134 and Seller a commitment for title insurance ("Title Commitment"), complete with legible copies of all documents
135 that shall remain as exceptions, within **5 days** of Contract Acceptance. At Close of Escrow, as a condition to
136 Buyer's obligations hereunder, Escrow Company shall furnish to Buyer a standard owner's policy of title insurance
137 issued by Escrow Company, or the unconditional commitment of Escrow Company to issue such policy (which
138 commitment shall be deemed made upon the recordation by Escrow Company of the Deed), together with patent,
139 water, survey, comprehensive, access, and tax parcel endorsements, in the forms required by Buyer, and such
140 other reasonable endorsements as are timely requested by Buyer and which endorsements Escrow Company
141 has agreed to provide to Buyer, in the amount of the Purchase Price, insuring Buyer's fee simple title to the
142 Property, subject only to any exceptions expressly approved by Buyer and the standard printed exceptions to
143 such ("Owner's Policy"). Each party shall satisfy all reasonable requirements of Escrow Company applicable to
144 it to issue the Owner's Policy. Without limiting the generality of the foregoing, Seller shall execute and deliver
145 to Escrow Company prior to the COE any affidavits and indemnity agreements customarily required by Escrow
146 Company in order to issue the Owner's Policy in forms reasonably acceptable to Seller. If Escrow Company is
147 unable or unwilling to issue the Owner's Policy for any reason other than an act or omission of Buyer, then Buyer
148 may terminate this Agreement upon written notice to Seller and Escrow Company and have the Earnest Money
149 returned to Buyer.

150 **Owner's Policy:** A standard title insurance Owner's Policy shall be provided to Buyer.
151 The policy shall be paid by ☐ Seller ☐ Buyer ☐ Buyer and Seller pay 50% each.

152 **Conveyance by Special Warranty Deed:** Seller shall convey title through a special warranty deed, unless agreed
153 to otherwise, subject to existing taxes, assessments, CC&Rs, rights of way, easements, and all other matters of
154 record.

155 **Title and Survey Review Period:** Buyer shall have until the later of the expiration of the Due Diligence Period or
156 **5 days** after receipt of the Title Commitment and Survey ("Title and Survey Review Period") to provide notice to
157 Seller of any disapproved items. Buyer may cancel this Contract within such Title and Survey Review Period, and
158 the Earnest Money shall be returned to Buyer.

159 **Seller's Obligation to Remove Certain Encumbrances:** At or before COE, and without the need for Buyer
160 to object to same, Seller shall cause the removal of: (i) any financing encumbrances affecting the Property
161 affirmatively agreed to in writing and placed on the title by Seller; (ii) any mechanics' or materialmen's liens
162 properly recorded against title to the Property and arising from work contracted for by Seller; and (iii) the lien of
163 any delinquent real estate taxes against the Property for years prior to COE. Such matters shall be deemed a part
164 of Buyer's disapproved items (and, notwithstanding any contrary provision hereof, Seller may not decline to satisfy
165 such matters) without further action required of Buyer.

166 **Additional Escrow Instructions:** Escrow Company shall: (i) if applicable, notify any HOA of the pending sale;
167 (ii) deliver a closing protection letter when requested; (iii) send all parties access to materials and information
168 regarding the escrow; and (iv) if provided by Seller, record the Affidavit of Disclosure at COE.

169 **Earnest Money Dispute and Release:** In the event of breach by a party, the Escrow Company will not release
170 Earnest Money without first receiving either an Earnest Money Distribution Agreement signed by all parties or a
171 court order. In such event, if the parties cannot come to an agreement on how the Earnest Money shall be

Buyer Initials _____

Seller Initials _____

172 distributed, Alternative Dispute Resolution (ADR) shall apply. If the parties do not reach a resolution through
173 mediation, the Escrow Company holding the Earnest Money has the option of filing an Interpleader Action with the
174 Superior Court. Alternatively, the parties may sign an agreement for broker or legal counsel to hold the disputed
175 funds in their trust account until the dispute is resolved.

Inspections/Due Diligence

176 **Due Diligence Period Duration and Scope:** Buyer shall have ☐ 10 days ☐ _____ days from Contract
177 Acceptance ("Due Diligence Period") to complete all investigations of the Property. Buyer's Due Diligence shall
178 consist of Buyer's review and approval of the Residential Resale Disclosure Statement, and any other tests or
179 investigations of the Property or surrounding area deemed material to Buyer, such as: the physical condition of
180 the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square
181 footage or acreage; any surveys, the condition of the roof, walls, and foundation; the condition of the plumbing,
182 electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the
183 availability and cost of insurance; water source, availability and quality; the location of property lines; regulatory
184 use restrictions or violations; fees for HOA dues, municipal services, and utility costs; convicted sex offenders
185 residing in proximity to the Property; and any other matters deemed material to Buyer.

186 **Access, Inspections, and Utilities:** Seller shall make the Property available for all inspections, at Buyer's sole
187 and exclusive risk, upon reasonable notice. Seller shall, at Seller's expense, have all utilities on, including any
188 propane, until COE to enable Buyer to conduct inspections.

189 **Buyer's Investigation Responsibilities and Indemnification:** Buyer shall keep the Property free and clear
190 of liens, shall indemnify and hold Seller harmless from all liability related to Buyer's inspections, and agrees to
191 pay for any damage to the Property resulting from such inspections. Buyer is required to obtain advance written
192 approval from Seller prior to Buyer performing any activity on the Property that would create any dangerous
193 condition, allow any physically invasive or intrusive testing, or interfere with any use of the Property by Seller.
194 Buyer shall indemnify, defend and hold Seller harmless for, from and against any loss, liability, cost, or expense
195 arising from physical injuries to persons or property (including the Property) to the extent caused by the
196 negligence or other actionable conduct of Buyer or its consultants while present on the Property. In no event
197 shall Buyer be liable to Seller for pre-existing conditions or any actions of Seller or its agents or for discovering
198 or unintentionally releasing, disturbing, or moving any regulated substance initially caused to be on, under, or
199 about the Property by anyone other than Buyer or its agents, but Buyer shall not take any further action regarding
200 any regulated substance on the Property following discovery by Buyer without Seller's written approval, unless
201 otherwise required by law or reasonably required under the circumstances. Buyer shall reasonably restore any
202 material changes made by Buyer or Buyer's consultants to the Property to the condition that existed prior to
203 Buyer's entry onto the Property. Buyer's indemnity and restoration obligations in this paragraph shall survive the
204 termination of this Contract.

205 **Delivery of Reports and Documents:** Buyer shall provide to Seller, upon receipt and at no cost, copies of all
206 inspection reports concerning the Property.

207 **Service Providers:** If Broker(s) recommends a builder, contractor, escrow or title company, pest control service,
208 appraiser, lender, home inspection company, home warranty company or any other person or entity, such
209 recommendation shall be independently investigated and evaluated by Seller or Buyer, who acknowledge that any

Buyer Initials _____

Seller Initials _____

210 decision to enter into any contractual arrangement with any such entity shall be based solely upon such
211 independent investigation and evaluation.

212 **Survey Requirement and Cost Allocation:** Survey Required: ☐ Yes ☐ No

213 If yes, to be paid by: ☐ Buyer ☐ Seller ☐ Buyer and Seller pay 50% each

214 The survey shall be performed within the Due Diligence Period by a licensed surveyor.

215 **Survey Instructions and Standards:**

216 ☐ Boundary survey with plat showing corners verified or monumentation.

217 ☐ Certified ALTA survey showing improvements, utility lines, and easements.

218 ☐ Other: _____

219 **Buyer Disapproval and Election:** PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER
220 MAY DELIVER TO SELLER A SIGNED NOTICE OF ANY ITEM(S) BUYER OBJECTS TO WITH AN ELECTION
221 TO EITHER: (I) IMMEDIATELY CANCEL THE CONTRACT, IN WHICH CASE THE EARNEST MONEY SHALL BE
222 RETURNED TO BUYER; OR (II) PROVIDE SELLER AN OPPORTUNITY TO CORRECT OR ADDRESS SUCH
223 OBJECTIONS.

224 **Seller's Response to Disapproval:** Seller shall respond in writing within **5 days** after delivery of Buyer's notice.
225 Seller's failure to respond in writing within the specified time shall be deemed Seller's refusal to correct any of the
226 items objected to by Buyer.

227 **Completion of Agreed Corrections:** If Seller agrees to correct items objected to, Seller shall have such items
228 corrected by a licensed contractor and deliver copies of paid receipts evidencing the corrections to Buyer at least
229 **3 days** prior to the COE Date.

230 **Buyer's Final Election (If Seller Refuses):** If Seller is unwilling or unable to correct any items, Buyer may cancel
231 this Contract within **5 days** after delivery of Seller's response or after expiration of the time for Seller's response. If
232 Buyer does not cancel, Buyer shall proceed to COE and be deemed to have accepted the Property without
233 correction of those items.

234 **Waiver by Failure to Give Notice:** If Buyer fails to cancel the Contract or resolve in writing with Seller any
235 objections arising from Buyer's Due Diligence, Buyer shall be deemed to have waived the right to cancel and shall
236 proceed to COE.

237 **Final Inspection/Walk-Through:** Buyer and Buyer's inspectors shall have reasonable access to conduct walk-
238 throughs of the Property within _____ **days** prior to COE to satisfy Buyer that any corrections or repairs agreed
239 to by Seller have been completed, and to ensure that the Property is in the same general condition as of the date
240 of Contract Acceptance. If Buyer does not conduct such walk-through, Buyer releases Seller and Broker(s) from
241 liability for any defects that could have been discovered except as provided by law. If any systems cannot be
242 checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold
243 Seller responsible for defects that could not be detected on walk-through because of lack of such access. If Buyer
244 elects to waive a walk-through prior to COE, then all systems, items and aspects of the Property are deemed
245 satisfactory.

246 **Home Warranty Plan:** A Home Warranty Plan ☐ shall ☐ shall not be ordered by ☐ Buyer ☐ Seller
247 to be issued by: _____ not to exceed \$ _____ to be paid by ☐ Buyer ☐ Seller.

Buyer Initials _____

Seller Initials _____

Advisory and Notice to Investigate

248 BUYER IS ADVISED TO REVIEW THE REAL ESTATE BUYER ADVISORY TO ASSIST IN THE DUE DILIGENCE
249 PERIOD.

250 If any of the following matters are deemed material to the Buyer, Buyer shall independently investigate and verify
251 them during the Due Diligence Period:

252 **Acreage Verification:** The accuracy of any square footage, acreage, or boundary line representations.

253 **Utilities, Infrastructure, and Access:** The availability, cost, and condition of all utilities, road maintenance/
254 access, and wastewater systems (including sewer or septic connections).

255 **Flood Hazard:** The Property's flood zone status, including any lender requirements for flood insurance and
256 potential impacts on future development.

257 **Insurance Availability:** The availability and cost of insuring the Property. Buyer is advised to secure written
258 confirmation of premiums and insurability.

259 **Sewer/Wastewater System:** The availability, condition, and costs associated with the sewer or on-site
260 wastewater (septic) connection.

261 Property Served By: ☐ Sewer System ☐ Septic/Alternative System

262 If the Property has a Septic System, the Septic System Addendum is incorporated.

263 **On-Site Wastewater (Septic) Evaluation:** The fitness of the Property for on-site wastewater systems and related
264 expenses. Buyer is advised to conduct a site and soil assessment, though such assessments do not guarantee
265 future permit approval from government authorities.

266 **Land Division/Splitting:** The potential to split or divide the Property under applicable state, county, and city rules.
267 Brokers make no representations or claims regarding the Property's divisibility.

268 **Well Water/Water Rights:** The condition, volume, quality, and legal status of any wells or water rights associated
269 with the Property.

270 Property Source of Water: ☐ City/Municipal ☐ Private Well ☐ Shared Well ☐ Other: _____

271 If "Shared Well" or "Other" is checked: Seller shall provide a copy of the relevant water agreement(s) to Buyer
272 within the Due Diligence Period.

273 If the Property has a Well, the Water Well System Addendum is incorporated.

274 **Termite / Pest:** The presence of current or past wood-destroying organisms or insects at the Property.

Disclosures

275 **Advertisements Disclaimer:** Notice to Buyer and Seller: The terms of this Contract control over any items listed
276 as included or excluded in the Multiple Listing Service ("MLS"), flyers, marketing materials or disclosures. Buyer
277 and Seller are advised to ensure that any items addressed in such marketing material are addressed in
278 this Contract. All items transferred to the Buyer are transferred without value and without Seller warranty, unless
279 otherwise agreed to in writing.

280 **Residential Resale Disclosure Statement:** Within **3 days** after Contract Acceptance, Seller shall deliver to Buyer
281 a Residential Resale Disclosure Statement ("RRDS"). To the extent that Buyer desires to cancel this Contract

Buyer Initials _____

Seller Initials _____

282 based on its due diligence review, Buyer shall provide notice of disapproval and cancellation within the Due
283 Diligence Period, or **5 days** after receipt of the RRDS, whichever is later.

284 **Additional Seller Disclosures (Reports, Contracts, Surveys):** Within **3 days** of Contract Acceptance, Seller
285 shall disclose all known material facts and defects affecting the Property and provide copies of all leases, service
286 contracts, environmental reports, surveys, agreements or documents relating to the Property and other relevant
287 documents in Seller's possession.

288 **Affidavit of Disclosure (Unincorporated Areas):** If the Property is in an unincorporated area and 5 or fewer
289 parcels are being transferred, Seller shall deliver a completed Affidavit of Disclosure to Buyer within **5 days** after
290 Contract Acceptance. Buyer shall provide notice of disapproval and cancellation within the Due Diligence Period or
291 **5 days** after receipt of the Affidavit, whichever is later.

292 **Homeowners Association Applicability:** The Property ☐ is ☐ is not subject to a Homeowners Association
293 ("HOA").

294 If subject to an HOA, the Homeowners Association Addendum is incorporated in this Contract. Buyer shall have **5**
295 **days** after receipt of the HOA information to provide notice of any disapproved items.

296 **Changes During Escrow (New Disclosures):** Seller shall immediately notify Buyer of any changes in the
297 Property or new disclosures. Such notice shall be considered an update of the RRDS. If such notice is made after
298 the Due Diligence Period, Buyer shall have **5 days** after delivery of such notice to provide notice of disapproval
299 and cancellation to Seller.

300 **FIRPTA (Foreign Investment) Compliance:** The sale of a real property interest by a foreign person is subject
301 to income tax withholding under the Foreign Investment in Real Property Tax Act (FIRPTA). A "foreign person"
302 includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies,
303 Seller is advised that Buyer may be legally required to withhold this tax at Closing. If Buyer fails to withhold the
304 applicable tax, Buyer may be held liable for the tax.

305 To avoid delays, if Seller is a foreign person, Seller shall advise Buyer in writing prior to the expiration of the Due
306 Diligence Period.

307 **Tax-Deferred Exchange (1031) Cooperation:** ☐ Buyer ☐ Seller intends to use this Property to accomplish
308 a 1031 Tax-Deferred Exchange. The parties shall cooperate, provided the non-exchanging party shall bear no
309 additional expense or delay. This Contract shall be assignable to a Qualified Intermediary for this purpose.

310 **Wire Fraud:** Criminals are hacking email accounts of real estate brokers, title companies, and other settlement
311 providers, resulting in fraudulent wire instructions being used to divert funds to criminals. The emails look
312 legitimate, but they are not. Buyer and Seller are advised not to wire any funds without speaking with a verified
313 intended recipient of the wire to confirm routing and account numbers.

314 **Broker Disclosure of Interest:** Licensee makes the following disclosure, if marked:

315 ☐ Broker is a Principal in this transaction, or

316 ☐ Broker has the following interest, direct or indirect, in this transaction: Family or Firm relationship with Licensee
317 or ownership interest in Buyer or Seller. Specify relationship: _____

318 **Lead Warning Statement (Pre-1978 Properties):**

319 (i) For any residential property built before January 1, 1978, Seller shall deliver to Buyer a fully completed Federal
320 Lead-Based Paint Disclosure and Protect Your Family From Lead In Your Home pamphlet ("Lead Disclosures").

Buyer Initials _____

Seller Initials _____

321 (ii) Buyer shall, within **5 days** after delivery, return signed copies of the Lead Disclosures to Seller.
322 (iii) Buyer shall have a **10-day** period to conduct a paint inspection or risk assessment for lead-based paint ("LBP")
323 or LBP hazards ("Assessment Period").
324 Buyer may within **5 days** after receipt of the LBP Information or **5 days** after expiration of the Assessment Period,
325 whichever is later, cancel this Contract.
326 **Pool Disclosure:** If the Property contains a swimming pool, Buyer acknowledges review of the Arizona
327 Department of Health Services private pool safety notice upon signing this Contract. See www.azdhs.gov
328 **Insurance (CLUE) Report:** Within **5 days** after Contract acceptance, Seller shall provide a **5-year** insurance loss
329 history report ("CLUE") to Buyer.
330 Buyer shall provide notice of disapproval and cancellation within the Due Diligence Period, or **5 days** after receipt
331 of the CLUE report, whichever is later.
332 **Disclosure of Known Material Facts:** Seller shall disclose known facts that materially and adversely affect the
333 value of the Property and that are not readily observable by Buyer, including known insurance claims within the
334 past **5 years**, EVEN IF BUYER WAIVES THE CLUE REPORT OR RRDS. Seller does NOT have an obligation
335 to inspect the Property for Buyer's benefit or to repair known defects that are disclosed to Buyer or discovered by
336 Buyer's inspectors.

Condition of Property

337 **Seller Warranty of Condition at Delivery:** Seller agrees to: (i) deliver the Property to Buyer in substantially the
338 same condition as it was on the date of Contract Acceptance, ordinary wear and tear excepted; and (ii) deliver the
339 Property free of debris and personal belongings.

Seller's Representations, Warranties, and Covenants

340 Seller represents, warrants and covenants to Buyer as of Contract Acceptance and upon COE shall be deemed to
341 represent, warrant and covenant as follows:

342 **Notice of Violations Representation:** The Seller declares they have not received any notice of violations from
343 any City, County, State, or Federal authority concerning building, zoning, fire, or health regulations related to the
344 Property.

345 **Authority:** The person(s) signing this Contract and any documents and instructions in connection herewith on
346 behalf of Seller have full power and authority to do so. This Contract is duly authorized and executed by Seller,
347 and upon delivery to and execution by the parties shall be a valid and binding agreement of Seller. To the extent
348 Seller is an entity, any entity comprising Seller is duly formed, validly existing and in good standing.

349 **No Conflict; No Violation:** The execution, delivery and performance by Seller of this Contract and such other
350 instruments and documents to be executed and delivered in connection herewith by Seller do not, and shall not,
351 result in any violation of, or conflict with, or constitute a breach under, any provisions of any agreement of Seller
352 or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligations, or
353 agreement to which Seller or to Seller's actual knowledge, the Property is subject, or any judgment, law, writ,

Buyer Initials _____

Seller Initials _____

354 decree, order, injunction, rule or governmental regulation affecting Seller or the Property.

355 **No Bankruptcy or Insolvency:** There are no attachments, levies, executions, assignments for the benefit of
356 creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or any other
357 debtor relief actions contemplated by Seller or filed by Seller, or to Seller's actual knowledge, pending in any
358 current judicial or administrative proceeding against Seller.

359 **Tenant Financial Status Representation:** The Seller affirms that they are not aware of any tenant on the
360 Property being involved in bankruptcy, probate, or insolvency proceedings.

361 **Condemnation / Eminent Domain:** Seller has not received written notice of any existing, proposed, or threatened
362 eminent domain or condemnation actions, assessments, assessment district, or improvement district proceedings
363 related to the Property.

364 **Litigation:** To Seller's actual knowledge, there is no claim, action, suit or proceeding, pending or threatened,
365 against or affecting the Property, or Seller's rights related thereto, or any portion thereof, or relating to or
366 arising out of the operation or use of the Property, in any court or before any federal, state, county or municipal
367 department, commission, board, bureau, agency, or other governmental instrumentality.

368 **Governmental Approvals and Development:** Seller has not received written notice from any governmental
369 entity of any governmental policy or action precluding or inhibiting (i) issuance of building permits with respect to
370 the Property, (ii) approval of precise plans, or preliminary or final plats with respect to the Property, (iii) issuance of
371 certificates of occupancy for residences on the Property; or (iv) issuance of water, sewer or other utility connection
372 permits affecting the development of the Property.

373 **No Governmental Commitments:** Seller has not made any commitment or representation to any government
374 authority, or any adjoining or surrounding property owner, which would in any way be binding on Buyer and would
375 interfere with Buyer's ability to develop and improve the Property, and shall not make any such commitment or
376 representation which would affect the Property or any portion thereof prior to COE without Buyer's written consent.

377 **Leases and Unrecorded Agreements:** Except as may be disclosed in the Title Commitment, Seller has not
378 entered into any, and to Seller's actual knowledge there are no, leases, options, easements, sale agreements or
379 other unrecorded agreements affecting title to, or possession of or rights to use the Property that will still be in
380 effect at or after COE.

381 **No Default on Encumbrances:** To Seller's actual knowledge, Seller is not in default under the provisions of any
382 deed of trust or other encumbrance, lien or restriction on the Property. Seller shall pay all amounts when due with
383 regard to the Property until COE.

384 **Survival of Warranties:** The foregoing covenants, representations and warranties shall be true as of Contract
385 Acceptance and on and as of the COE, the truth of said representations, warranties and covenants shall be
386 a condition to Buyer's obligations hereunder, and said covenants, representation and warranties, as well as
387 all covenants, representations and warranties in this Contract or any certificate or other document delivered
388 pursuant to this Contract, shall survive COE and the delivery and recordation of the Deed, but the representations,
389 warranties and covenants in this section, except to the extent expressly made in the Deed or other closing
390 document, will only survive COE for **1 year**. If Buyer gives Seller written notice of a claim within such time, such
391 claim shall survive until resolved.

392 **Notification of Changes:** Seller shall promptly notify Buyer of any facts or circumstances of which Seller
393 becomes aware which are contrary to the representations and warranties of this section. If there are any material

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adverse changes contrary to the representations and warranties of this section which are disclosed by Seller or discovered by Buyer prior to COE, which are not caused by Seller, Buyer shall, as its sole remedy, have the right to cancel this Contract and have the Earnest Money returned to Buyer, by written notice to Seller and Escrow Company delivered on or before the later of (i) the Due Diligence Period, or (ii) **5 days** after such disclosure or discovery. If there are any changes contrary to the representations and warranties of this section which are disclosed by Seller or discovered by Buyer prior to COE, which were concealed by Seller or are caused by the intentional acts of Seller, then such change shall constitute a default by Seller and Buyer shall have the remedies stated in the Remedies section in this Contract.

Buyer's Representations and Warranties

Buyer represents, warrants and covenants to Seller as of Contract Acceptance and upon COE shall be deemed to represent, warrant and covenant, as follows:

Validity and Consents: The person(s) signing this Contract and any documents and instructions in connection herewith on behalf of Buyer have full power and authority to do so. This Contract has been duly authorized and executed by Buyer, and upon delivery to or execution by the parties shall be a valid and binding agreement of Buyer. To the extent Buyer is an entity, any entity comprising Buyer is duly formed, validly existing and in good standing. Except for such approvals as may be needed to obtain financing, there is no consent required from any third party before the Property may be purchased by Buyer.

No Conflict: The execution, delivery and performance by Buyer of this Contract does not, and shall not, result in any violation of, or conflict with, or constitute a breach under, any provisions of any existing agreement to which Buyer is a party.

No Bankruptcy or Insolvency: There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Buyer or filed by Buyer, or to Buyer's knowledge, pending in any current judicial or administrative proceeding against Buyer.

Survival of Buyer's Warranties: The foregoing covenants, representations and warranties shall be true as of the execution of this Contract and on and as of COE, the truth of said representations, warranties and covenants shall be a condition to Seller's obligations hereunder and shall survive COE for **1 year**.

Additional Specific Warranties

Disclosure of Material Latent Defects (Survival): Seller shall disclose, in writing to Buyer, all known facts that materially and adversely affect the value of the Property that are not readily observable by the Buyer. The provisions of this section shall survive Closing.

Warranty Against Pre-Closing Liens (Survival): Seller shall satisfy any judgments and liens on or before COE and shall indemnify and hold Buyer harmless from any liens filed of record after COE that arise out of any claim related to the providing of materials or services authorized by Seller. The provisions of this section shall survive Closing.

Warranty of Sewer/Wastewater Information (Survival): Seller warrants that any information provided regarding

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428 connection to a sewer system or an on-site wastewater treatment facility is correct to the best of Seller's
429 knowledge.

430 **Buyer's Warranty of Ability to Close:** Buyer warrants that Buyer has disclosed to Seller any information that
431 may materially and adversely affect Buyer's ability to close escrow or complete the obligations of this Contract.

432 **Buyer's Warranty of Inspection and Reliance:** At the earlier of possession of the Property or COE, provided the
433 Due Diligence Period has expired, Buyer warrants to Seller that Buyer has conducted all desired inspections and
434 accepts the Property. Buyer further warrants that Buyer is not relying on any verbal agreements concerning the
435 Property unless disclosed herein.

Remedies

436 **Opportunity to Cure:** A party shall have an opportunity to cure any potential breach. If a party fails to comply with
437 any provision, the other party shall deliver written Non-Compliance Notice to the non-complying party. The non-
438 complying party shall have **3 days** after delivery of such notice to cure the non-compliance. Notwithstanding the
439 foregoing, in the case of a monetary default (i.e., Buyer fails to timely deposit with Escrow Company any amounts
440 required herein), Buyer shall have only **1 day** to cure such default.

441 **Breach of Contract and Remedies:** In the event of a breach, the non-breaching party may cancel this Contract
442 and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in
443 law or equity, subject to the ADR obligations herein. An unfulfilled contingency is not a breach of Contract. Upon
444 cancellation of this Contract as a result of an uncured Seller breach, Buyer is entitled to a full refund of the Earnest
445 Money, and neither party shall have any further rights or obligations hereunder except for those obligations which
446 survive termination.

447 **Liquidated Damages (Earnest Money):** Because it would be difficult to ascertain actual damages in the event of
448 Buyer's breach, Seller may deem the Earnest Money a reasonable estimate of damages and Seller may accept
449 the Earnest Money as Seller's sole right to damages.

450 **Failure to Close as Material Breach:** The failure of either party to comply with the terms of the Contract to
451 allow COE on the COE Date, if not cured after a Cure Notice is delivered, will constitute a material breach of this
452 Contract.

453 **Alternative Dispute Resolution (ADR):** Any dispute relating to the Contract shall first be submitted to mediation.
454 The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation.

455 **Binding Arbitration and Opt-Out:** All claims not resolved by mediation shall be submitted to final and binding
456 arbitration, unless a party opts out as provided herein. Either party may opt out of binding arbitration by providing
457 written notice to the other party within **30 days** after the conclusion of the mediation conference.

458 **ADR Exclusions:** The requirement for Alternative Dispute Resolution does not apply to: (i) small claims court
459 cases, (ii) foreclosure proceedings, (iii) eviction actions, (iv) mechanic's lien enforcement, (v) matters under the
460 jurisdiction of a probate court, (vi) slander of title actions per A.R.S. § 33-420, or (vii) any civil action for breach of
461 contract seeking the remedy of specific performance and the recordation of a lis pendens or any action seeking an
462 injunction, receiver, writ of attachment, or other provisional remedy.

463 **Attorney Fees and Costs:** The prevailing party in any action or arbitration arising out of this Contract shall be
464 entitled to recovery of all reasonable attorney fees and costs.

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Miscellaneous

Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Neither party hereto shall have the right to assign this Agreement or any of its rights or obligations hereunder to any other person or entity without obtaining the written approval of the other party, which approval shall not be unreasonably withheld; provided, however, that Buyer will have the right to assign its interest hereunder, without Seller's approval.

In the event of such an assignment, (i) the assignee shall be deemed to have assumed Buyer's duties and obligations under this Agreement; and (ii) other than those indemnity and restoration obligations set forth herein arising prior to the date of such assignment, the original Buyer hereunder shall be released from its obligations under this Agreement and shall have no further obligation or liability to Seller. Any other attempted or purported assignment by Buyer of this Agreement or any of its rights or obligations hereunder shall be null, void and of no effect. A 1031 exchange shall not be a violation of this section.

Further Instruments and Documents: Each party hereto shall, promptly upon the request of the other party or Escrow Company, have acknowledged and delivered to the other party any and all further instruments and assurances reasonably requested or otherwise necessary to carry out the intent of this Contract.

Risk of Loss (Casualty Loss): Seller shall deliver possession of the Property to Buyer without material change from the condition that existed at the time of Contract acceptance. Risk of loss or damage to the Property, or any part thereof, through condemnation or other casualty from the Effective Date up to the COE, shall be on Seller. In the event of any such loss or damage to the Property, or in the event condemnation proceedings or actions in lieu thereof are commenced or threatened prior to COE, Seller shall give prompt notice to Buyer and Escrow Company. Within the earlier of **15 days** after receipt of such notice and COE, Buyer shall by written notice to Seller and Escrow Company, elect either to (i) have Seller pay Buyer at COE an amount equal to all amounts paid to or for the benefit of Seller as a result of such condemnation or casualty and to have Seller assign to Buyer at Closing all proceeds to be paid in the future, or (ii) cancel this Contract by written notice to Seller and Escrow Company, in which event the Earnest Money shall be immediately returned to Buyer. Seller shall not settle any condemnation claim without the consent of Buyer.

Governing Law and Jurisdiction: This Contract is governed by Arizona law.

Time is of the Essence (General): Time is of the essence regarding the dates set forth in the Contract. Extensions must be agreed to in writing by all parties.

Broker Compensation Acknowledgment: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE. Buyer and Seller represent and warrant to each other that neither has dealt with any brokers in connection with this transaction other than the Broker(s) as disclosed in this Contract.

Copies, Counterparts, and Electronic Execution: A fully executed facsimile or electronic copy of the Contract shall be treated as an original. This Contract may be executed in any number of counterparts, which shall become effective upon delivery. All counterparts shall constitute one instrument.

Calculation of Days: Unless stated otherwise, all references to days in this Contract shall mean calendar days and shall end at 11:59 p.m. (Arizona Time). In computing any time period prescribed by this Contract, the day of the act or event from which the time period begins to run is not included and the last day of the time

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504 period is included. If a party fails to close escrow on the Close of Escrow Date by 5:00 p.m. (Mountain Standard
505 Time), the non-breaching party may issue a Non-Compliance Notice after 5:00 p.m. (Arizona Time).

506 **Contract Acceptance:** "Contract Acceptance" occurs on the date that the signed Contract, and any incorporated
507 counteroffer, is delivered to and received by the appropriate Broker.

508 **Entire Agreement and Modification:** This Contract, together with any attached addenda, constitutes the entire
509 agreement between the parties and supersedes any and all prior negotiations or representations. This Contract
510 cannot be changed except by written agreement of the parties.

511 **Construction:** The parties agree that each party has reviewed this Contract and that any rule of construction to
512 the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this
513 Agreement.

514 **Severability and Waiver:** The invalidity or unenforceability of any provision hereof shall in no way affect the
515 validity or enforceability of any other provision hereof. Any waivers must be in writing and signed by the party
516 sought to be charged. The waiver by any party of a right provided hereunder shall not be deemed to be a
517 continuing waiver of that right or a waiver of any other right.

518 **Headings:** This Contract shall be construed as a whole and in accordance with its fair meaning. The descriptive
519 headings of the paragraphs of this Contract have been inserted for convenience only and not to control or affect
520 the meaning or construction of any provisions herein.

521 **I.R.S. Real Estate Sales Reporting:** Buyer and Seller hereby appoint Escrow Company as, and Escrow
522 Company by executing below agrees to act as, "the person responsible for closing" the transactions which are
523 the subject of this Contract, pursuant to Internal Revenue Code of 1986 Section 6045(e). Escrow Company shall
524 prepare and file the informational return (I.R.S. Form 1099-B) required by and otherwise comply with the terms
525 of IRC § 6045(e). Escrow Company by executing below further agrees to indemnify, defend and hold Buyer,
526 Seller and their respective attorneys harmless from and against all claims, costs, liabilities, penalties or expenses
527 resulting from Escrow Company's failure to file the appropriate reports and otherwise comply with the terms of the
528 Internal Revenue Code.

529 **Foreign Tax Withholdings:** Seller shall provide to Buyer and Escrow Company at the Closing an appropriate
530 affidavit (a "Nonforeign Affidavit") stating that Seller is not a foreign person and that no withholding is required
531 pursuant to Internal Revenue Code § 1445. Seller will indemnify, defend and hold Buyer harmless for, from and
532 against any loss or liability if such certification is not correct. In the event such Nonforeign Affidavit is not
533 forthcoming or in the event either Escrow Company or Buyer knows of or has reason to know that such
534 Nonforeign Affidavit is false, Escrow Company is hereby irrevocably authorized and directed to withhold 15% of
535 Seller's proceeds of the Purchase Price pursuant to Code § 1445 for disposition in accordance therewith and in
536 accordance with applicable regulations.

537 **Press Releases:** Neither party shall issue any press release or public announcement concerning this transaction
538 prior to Closing without the consent of the other, and each party shall otherwise keep this transaction reasonably
539 confidential (meaning it shall limit disclosure to its consultants, attorneys, accountants, lenders, and owner who
540 have reason to know and shall require each such person to also keep this transaction confidential).

541 **Prior Actions:** Except for taxes and assessments not yet due prorated in accordance with this Contract, and
542 except for matters directly caused by the actions of Buyer, Seller shall be responsible for any liabilities or claims
543 related to the Property, including without limitation, personal injury claims, mechanic, materialmen, judgment or

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544 tax liens, related to, or arising as a result of actions or omissions during any period prior to Closing, and shall,
545 indemnify, defend and hold Buyer and the Property harmless from any liability, claim, judgment, damage cost or
546 expense (including attorneys' fees) related thereto or arising therefrom.

547 **Subsequent (Backup) Offers:** Seller acknowledges that any subsequent offers may only be accepted as a back
548 up offer, contingent upon cancellation of this Contract.

549 **Cancellation Procedure:** A party who wishes to exercise a right of cancellation may do so by delivering notice
550 stating the reason for cancellation as allowed in this Contract to the other party or to the Escrow Company.
551 Cancellation becomes effective immediately upon delivery of the notice.

552 **Delivery and Receipt of Notices:** All notices shall be in writing and deemed delivered and received when: (i)
553 hand-delivered, (ii) via facsimile, (iii) via electronic mail, or (iv) by recognized overnight courier, and addressed to
554 Buyer, Seller, or Broker(s), as indicated in this Agreement.

Buyer/Seller Representation

555 Buyer ☐ is ☐ is not represented:

556 **Buyer Broker Name:** _____

557 Brokerage License Number: _____

558 Buyer Agent Name(s): _____

559 Mailing Address: _____

560 Email: _____ Phone: _____

561 Seller ☐ is ☐ is not represented:

562 **Listing Broker Name:** _____

563 Brokerage License Number: _____

564 Listing Agent Name(s): _____

565 Mailing Address: _____

566 Email: _____ Phone: _____

567 NOTICE: IF BUYER AND SELLER ARE REPRESENTED BY THE SAME AGENT AND/OR BROKER
568 THEY CONSENT TO A DUAL AGENT REPRESENTATION AS STATED ON THE REAL ESTATE AGENCY
569 DISCLOSURE FORM.

570 **Release of Broker(s):** Seller and Buyer expressly release, hold harmless, and indemnify Broker(s) in this
571 transaction from any and all liability and responsibility regarding financing, square footage, lot lines,
572 boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building
573 codes, governmental regulations, insurance, price and terms of sale, return on investment or any other
574 matter relating to the value or condition of the Property. Seller understands and agrees that the Broker(s)
575 do not provide advice on property as an investment, and are not qualified to provide financial, legal, or
576 tax advice regarding this real estate transaction. Buyer is advised to consult with qualified professionals
577 to assist in due diligence. Buyer acknowledges that Brokers are not qualified to conduct due diligence
578 with respect to the Property or the surrounding area, as it is beyond the scope of Broker's expertise
579 and licensing. Buyer expressly releases and holds harmless Broker(s) from liability for any defects or
580 conditions that could have been discovered by inspection or investigation by Buyer.

Buyer Initials _____

Seller Initials _____

Additional Addenda Incorporated

- 581 ☐ Fixture Leases Addendum ☐ New Loan Addendum ☐ Sale of Other Property by Buyer Addendum
582 ☐ Septic System Addendum ☐ Water Well System Addendum ☐ Homeowners Association Addendum
583 ☐ Lead-Based Paint Disclosure
584 ☐ Other: _____

Additional Terms and Conditions

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Seller Initials _____

Signatures

619 **CONSULT AN ATTORNEY BEFORE SIGNING:** Real estate brokers and agents are not qualified to provide
620 financial, legal, or tax advice regarding this real estate transaction. **READ THIS FORM CAREFULLY.**

OFFER EXPIRATION AND ACCEPTANCE TERMS

621 This offer shall expire unless acceptance is delivered in writing to Buyer or Buyer's Broker on or before
622 _____, at _____ (Arizona Time).

623 NOTICE: UNTIL SELLER ACCEPTS THIS OFFER AND DELIVERS THE FULLY-EXECUTED AGREEMENT,
624 BUYER MAY WITHDRAW THIS OFFER AT ANY TIME.

625 If no signed acceptance is received by the above date and time, this offer shall be deemed withdrawn and the
626 Buyer's Earnest Money shall be returned.

627 THIS CONTRACT IS 18 PAGES, EXCLUSIVE OF ANY ADDENDA. PLEASE CONFIRM THAT YOU HAVE
628 RECEIVED AND READ ALL 18 PAGES.

629 _____
Buyer Signature Date Buyer Signature Date

630 _____
Buyer Signature Date Buyer Signature Date

ACCEPTANCE / COUNTER OFFER / REJECTION

631 CHECK ONE:
632 ☐ ACCEPTANCE OF OFFER: Seller Accepts the foregoing offer.
633 ☐ COUNTER OFFER: Seller presents a counter offer.
634 ☐ REJECTION: Seller rejects the foregoing offer.

635 _____
Seller Signature Date Seller Signature Date

636 _____
Seller Signature Date Seller Signature Date