PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS
PROPERTY SOLD SUBJECT TO SELLER APPROVAL
REAL ESTATE PURCHASE – CWCOT PROPERTY

Buyer acknowledges and agrees that its bid and purchase is subject to, and contingent upon, Seller approving the bid and purchase, which approval shall be given or denied at Seller's sole and absolute discretion in accordance with the terms of this Purchase and Sale Agreement with Joint Closing Instructions for Real Estate Purchase – CWCOT Property, including any and all exhibits, schedules and/or Addendums (collectively, this "Agreement"). Any change to the original financing terms or buyers vesting must be approved by Seller prior to processing. Seller and Buyer may each be referred to herein as a "Party" and collectively as the "Parties." This Agreement is effective as of the date Seller signs this Agreement (the "Effective Date") and shall also constitute joint escrow instructions to Escrow Agent.

Seller and Buyer agree as follows:

1. Key Terms.

A. Seller _____

B. Buyer _____

_____
Address

_____
CITY, STATE, ZIP

Home Phone Number:
Cell Phone Number:
Email Address:

C. Purchase Price, Earnest Money Deposit and Auction Fee

Purchase Price: $
Earnest Money Deposit from Buyer: $
Auction Fee **(paid by Seller)** payable to Auctioneer $

*The Auction Fee set forth herein shall be paid to ServiceLink Auction Services, Inc. ("Auctioneer") by the Escrow Agent, by cashier's check, or wire transfer of immediately available funds, and the same shall be reflected on the settlement statement.

D. Property

Property Address: _____

E. Closing Date _____ If blank then 30 calendar days after the Effective Date of cash transactions or 45 calendar days after the Effective Date for financed transactions. If the Closing Date falls on a weekend or a state or federally recognized holiday, the Closing Date shall be the next business day.

F. Escrow Agent _____

_____
Telephone:_____

G. Escrow Agent Selected by (Check One): Buyer ☐ Seller ☐

- If Buyer selects their own Escrow Agent, Buyer is responsible for, and agrees, to pay all fees of the Escrow Agent despite anything to the contrary in this Agreement.

H. Title Company: _____

I. Title Company Selected by (Check One): Buyer ☐ Seller ☐

SAMPLE

- If Buyer selects their own Title Company, Buyer is responsible for, and agrees, to pay all fees of the Title Company, including, but not limit to, the owner's title insurance policy, despite anything to the contrary in this Agreement.

2. Earnest Money Deposit. Buyer must deposit the Earnest Money Deposit with Escrow Agent on or before 5:00 PM in the time zone where the Property is located on the first business day after the Effective Date. Notwithstanding anything to the contrary in this Agreement or in any other document related to the purchase and sale transaction contemplated hereby, the Earnest Money Deposit required from Buyer is five percent (5%) of the total purchase price specified in this Agreement or $2,500, whichever is greater. The Earnest Money Deposit is not refundable except as set forth in this Agreement.

3. Default, Cancellation, and Remedies.

A. Seller Default: If the Closing fails to take place due to any default of Seller under this Agreement, then Buyer may terminate this Agreement upon written notice to Seller and the Escrow Agent. Thereafter Buyer shall be entitled to the return of the Earnest Money Deposit. Such return of the Earnest Money Deposit shall be Buyer's sole and exclusive remedy and relief hereunder. In no event shall Seller be liable to Buyer for any actual, punitive, consequential, or other damages. Buyer and Seller hereby agree that such amount will constitute liquidated damages for Seller's default because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages.

B. Waiver of Specific Performance Remedy: As material consideration to this Agreement, Buyer waives all rights to file and maintain an action against Seller for specific performance and to record a Lis Pendens or notice of pendency of an action against the Property if a dispute arises concerning this Agreement. Buyer agrees that the Property is not unique and in the event of Seller's default, Buyer can adequately and fairly be compensated solely by having the Earnest Money Deposit returned and the cancellation of Buyer's obligation to purchase the Property.

C. Buyer's Default: If the Closing fails to take place due to any default of Buyer under this Agreement, as determined by Seller, in Seller's sole discretion, Seller shall have no further obligation to sell the Property to Buyer and shall be entitled to recover the Earnest Money Deposit as liquidated damages (and not as penalty), and Escrow Agent is hereby directed to deliver the Earnest Money Deposit to Seller. Notwithstanding the foregoing, if applicable law limits the amount of the Earnest Money Deposit that may be retained by Seller, Escrow Agent shall only deliver to Seller the amount permitted by law, and any excess shall be promptly returned to Buyer.

BUYER AND SELLER EXPRESSLY AGREE THAT IT WOULD BE EXTREMELY DIFFICULT TO DETERMINE SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH A DEFAULT BY BUYER. THEREFORE, THE PARTIES AGREE THAT SELLER SHALL RETAIN (AND ESCROW AGENT IS HEREBY DIRECTED TO DELIVER TO SELLER) AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AND AS A REASONABLE PRE-ESTIMATE OF SELLER'S ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT AS SELLER'S SOLE AND EXCLUSIVE REMEDY. NOTWITHSTANDING THE FOREGOING, IF APPLICABLE LAW LIMITS THE AMOUNT OF THE EARNEST MONEY DEPOSIT THAT MAY BE RETAINED BY SELLER, ESCROW AGENT SHALL ONLY DELIVER TO SELLER THE AMOUNT PERMITTED BY LAW, AND ANY EXCESS SHALL BE PROMPTLY RETURNED TO BUYER.

D. Seller Termination: In the event Seller determines, in its sole discretion, it has to terminate this Agreement for any reason, including, but not limited to, conveyance issues, title issues, litigation issues, outstanding insurance claims, mortgage insurance requirements and/or service release issues, then Seller may terminate this Agreement by written notice to Buyer and Escrow Agent. Such right to terminate shall be an unlimited right to terminate. The return of the Earnest Money Deposit shall be Buyer's sole and exclusive remedy against Seller, Auctioneer, Escrow Agent, and their representatives and/or agents regarding any damages. Buyer further agrees and understands should they fail to execute a termination and release of earnest money agreement, Seller at its sole discretion may instruct Escrow Agent to prepare a unilateral release of earnest money returning the Earnest Money Deposit to Buyer with no further signatures required by Buyer. Upon such return of the Earnest Money Deposit both Buyer and Seller shall be released from any further obligation, each to the other, in connection with this Agreement or the Property, except as otherwise expressly provided therein.

4. Closing.

A. Closing Date: The Escrow Agent is instructed to close this transaction contemplated by this Agreement as the date set forth in Section 1.E. above ("Closing Date"). As used herein, the term "Closing" or "Close" refers to the date on which Seller receives from Buyer the purchase price to be paid under this Agreement and Buyer receives, or is deemed to have received, from Seller the deed to the Property (if such actions occur on different days, then "Close" or "Closing" shall refer to the later of the two days). If Seller is unable to close the transaction contemplated by this

SAMPLE

Agreement on or before the Closing Date, then such date shall be automatically extended for thirty (30) days. No further extensions by Seller may be provided unless agreed to in writing by Buyer.

B. Closing Instructions: At Closing the Escrow Agent is hereby irrevocably instructed to:

i. Pay all fees, costs, transfer taxes related to the sale of the Property which are required to be paid by Seller and Buyer under this Agreement, the portion of any fees charged by the Escrow Agent which are payable by Seller or Buyer (if any) and other expenses relating to the sale of the Property, including all fees due to the Auctioneer, property management and broker related fees and commissions, which are required to be paid by Seller or Buyer under this Agreement. This may also include any other fees and commission contemplated under a separate written agreement executed by Seller.
ii. Pay the Seller the balance of the Purchase Price any other funds remaining after Closing; and
iii. Record the Deed

C. Closing Deliverables:

i. Seller Deliverables: Prior to Closing, Seller shall deliver to Escrow Agent: (i) a deed ("Deed") in the form acceptable to Seller, in Seller's sole and absolute discretion, transferring Seller's interest in the Property to Buyer executed by Seller and acknowledged pursuant to applicable law; and (ii) a Non-Foreign Declaration signed by Seller or evidence reasonably acceptable to the escrow/closing agreement that Seller is exempt from the withholding requirements of the Foreign Investment in Real Property Tax Act ("FIRPTA"), Internal Revenue Code Section 1445.

D. Buyer's Deliverables: Prior to Closing, Buyer shall deliver to the Escrow Agent: (i) immediately available "good funds" in an amount equal to the Purchase Price, including Buyer's Premium, less the Earnest Money Deposit previously deposited in escrow, plus Buyer's expenses and Buyer's share of costs and prorations as provided in this Agreement; and (ii) any and all other instruments required by Seller, the Escrow Agent, Title Company or otherwise necessary to consummate Buyer's acquisition on the Property.

5. REPRESENTATIONS, ACKNOWLEDGEMENTS, WARRANTIES AND DISCLOSURES.

A. "AS IS, WHERE IS." BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS," IN ITS PRESENT STATE AND CONDITION, WITH ALL DEFECTS, BOTH PATENT AND LATENT, AND WITH ALL FAULTS OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, AND WHETHER DISCOVERABLE THROUGH INSPECTION OR NOT, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE INCLUDING, WITHOUT LIMITATION, ALL EXISTING ENVIRONMENTAL CONDITIONS, OR HEALTH HAZARDS. BUYER UNDERSTANDS AND AGREES THAT SELLER, ITS REPRESENTATIVES AND/OR AGENTS SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) ANY APPRAISED VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, TENANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY, INCLUDING ANY APPLICABLE ZONING, LAND USE OR BUILDING CODE REQUIREMENT OR THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OR SIMILAR STATE OR LOCAL LAWS; (E) THE MANNER OR QUALITY OF THE CONSTRUCTION, MATERIALS, STRUCTURAL INTEGRITY, STATE OF REPAIR; (F) THE CONFORMITY OF ANY IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE OBTAINED BY BUYER; (I) WHETHER THE PROPERTY IS LOCATED IN A HISTORIC PRESERVATION DISTRICT, A SPECIAL STUDIES ZONE UNDER APPLICABLE LAWS, A SEISMIC HAZARDS ZONE, A STATE FIRE RESPONSIBILITY AREA, A SPECIAL FLOOD HAZARD ZONE OR FLOOD PLAIN, IN THE PRESENCE OF WETLANDS OR SHORELAND OR ANY OTHER GOVERNMENTALLY DESIGNATED UNIQUE OR SPECIAL AREA.

BUYER SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND SELLER AND ITS REPRESENTATIVES AND AGENTS FROM ANY CLAIM ARISING FROM OR RELATING TO THE PROPERTY. ON BEHALF OF BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER, BUYER HEREBY FULLY AND IRREVOCABLY RELEASES THE SELLER AND ITS REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER, WHETHER KNOWN OR UNKNOWN, ARISING FROM OR IN ANY WAY RELATED TO THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS/HER/ITS FAVOR WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLER.

SAMPLE

B. Disclosures. Buyer acknowledges that the purchase and sale of the Property pursuant to this Agreement has been conducted at an auction after a Seller acquired title by foreclosure or a deed-in-lieu of foreclosure. As such, Seller is exempt from certain requirements regarding filing a disclosure statement and otherwise making certain disclosures. To the fullest extent permitted by applicable law, Buyer waives any right to receive a disclosure statement from Seller, and Buyer agrees to execute a separate waiver, in a form acceptable to Seller, if applicable law require such waiver to be in a separate document. Any reports furnished by Seller and/or its Agents to Buyer in connection with this Agreement shall be for informational purposes only and are not made part of this Agreement. Seller nor Seller's representative and/or agents, makes any representation or warranty about the accuracy or completeness of any such reports. Buyer agrees that, in consideration of Seller's execution of this Agreement, Buyer, on behalf of itself and any and all other parties claiming through Buyer, covenants that neither Buyer nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceeding for breach of contract based on any disclosure (or lack thereof) or relating to any alleged breach or violation of any applicable law, rule or regulation by any Seller party, including its representative and agents.

6. Occupancy Status of Property. Buyer understands and acknowledges that the Property may be subject to leasehold interests or other rights or claims of various Occupants or Claimants (defined below) who may or may not have been granted a legal interest in the Property and/or who may claim a right to lease, use or occupy all or a portion of the Property, whether or not such Occupants or Claimants are currently in actual possession or occupancy of all or a portion of the Property. As used herein, "Occupants or Claimants" shall be deemed to mean and include all tenants and licensees (whether or not in default under any occupancy or use agreements), any other occupants of the Property (whether or not authorized by Seller or others to be in possession of the Property), and any and all persons claiming a right to lease, use or occupy all or a portion of the Property, in each case whether or not currently in actual possession or occupancy of all or a portion of the Property. Buyer acknowledges that neither the Seller nor its representatives, Auctioneer, brokers, agents or assigns has made any warranties or representations, implied or express, relating to the existence or nonexistence of any Occupants or Claimants at the Property other than advising Buyer that the Property may have Occupants or Claimants in possession of the Property or claiming the right to occupy or use the Property or any portion thereof. At Closing, Buyer will assume all responsibility and liability for or with respect to any Occupants or Claimants of the Property. Buyer further acknowledges that Buyer is not permitted to approach or otherwise contact any Occupant or Claimant until after the Closing and all amounts due to Seller have been paid.

In the event the Property is occupied, Buyer acknowledges and understands that utilities may have not been disconnected. Buyer accepts responsibility for payment of utilities consumed and used by any occupant, if applicable. Any collection or reimbursement of said utility payments by the occupant shall be the sole responsibility of the Buyer post-closing.

Seller advises that the Property may have Occupants or Claimants occupying the Property under an active lease or other occupancy agreement but expressly disclaims any representations or warranties regarding the validity, enforceability, performance under or continuation of any lease or other occupancy agreement; whether or not any rent concessions were given to any Occupants or Claimants; whether or not any other agreements were made with the Occupants or Claimants; whether or not any rent charged violates any applicable rent control or similar ordinance, statute or law; whether or not any other violations of any applicable ordinance, statute or law exist; and whether or not Seller or any Occupant or Claimant is in default under any lease or other occupancy agreement. Because the Property may have been acquired by Seller through foreclosure, trustee's sale pursuant to a power of sale under a deed of trust, power of sale under a mortgage, sheriff's sale, deed-in-lieu of foreclosure or similar procedure or transaction, Seller may have no security deposits, last month's rent or any other amount paid under a lease or occupancy agreement to transfer to Buyer. The Buyer further acknowledges that, to the best of the Buyer's knowledge, the Seller (a) is not holding any security deposits in any form ("Security Deposits") or pre-paid rent or other sums for a period greater than one month in advance of when due ("Prepaid Rent") from former or current Occupants or Claimants, and (b) has no information as to any Security Deposits or Prepaid Rent that may have been paid or advanced by former or current Occupants or Claimants to anyone. Buyer agrees that no sums representing such Security Deposits or Prepaid Rent, or any rights, title or interest in any such Security Deposits or Prepaid Rent shall be transferred to the Buyer as part of this transaction. The Buyer further agrees to assume all responsibility and liability for the refund of any such Security Deposits or Prepaid Rent to the persons legally entitled thereto pursuant to the provisions of applicable laws and regulations and of any lease or other agreement concerning such Security Deposits or Prepaid Rent even though such Security Deposits or Prepaid Rents may not have been paid or transferred to Buyer. All rents that are due and payable and collected from tenants for the month in which closing occurs will not be prorated and will be the property of and retained by Seller.

Seller may provide Buyer with a Quitclaim Assignment of Lease ("Assignment") at Closing, which will assign and quitclaim unto Buyer all of Seller's right, title and interest, if any, as landlord under any lease or other occupancy agreement affecting the Property. Buyer agrees to assume all obligations of landlord under any such lease or occupancy agreement affecting the Property and to comply with the terms thereof. Buyer agrees to indemnify and hold Seller harmless from and against any liabilities, costs, claims or expenses arising out of any lease or other occupancy agreement affecting the Property from and after the effective date of the Assignment. Buyer acknowledges and agrees

SAMPLE

that Seller may have no leasehold or other interest to assign to Buyer and that the Assignment would be a quitclaim assignment of Seller's interest under a lease or other occupancy agreement affecting the Property only to the extent Seller holds such interest and only to the extent such interest is assignable by Seller. The Buyer acknowledges that this Property may be subject to the provisions of federal, state or local rent control, rent stabilization, lease termination or similar laws, ordinances and regulations. The Buyer agrees that upon the Closing all eviction proceedings and other duties and responsibilities of a property owner and landlord including, but not limited to, those proceedings required for compliance with any federal, state or local laws, ordinances and regulations will be the Buyer's sole responsibility and obligation. Without limiting the foregoing, Buyer understands and acknowledges that the Property and Buyer may be subject to the terms of the Protecting Tenants at Foreclosure Act of 2009 set forth as Division A, Title VII of the Helping Families Save Their Homes Act of 2009 [Pub. L. 111-22, 123 Stat. 1632, S. 896, enacted May 20, 2009] (the "Act") which permits certain tenants or occupants to continue to possess the Property for the period of time prescribed by the Act. In addition, Buyer understands and acknowledges that the Property and Buyer may be subject to the terms of the United States Servicemembers Civil Relief Act (50 USCS Appx §531) ("SCRA"), which may impede or affect Buyer's ability to evict an Occupant or Claimant who is a service member or his/her dependents. Buyer is responsible for ensuring full compliance with all applicable provisions of the Act, SCRA and any similar federal, state or local statute or regulation, and hereby waives and releases any claims Buyer may have against Seller that arise directly or indirectly out of (i) the Act, SCRA or similar federal, state or local statutes or regulations, or (ii) the rights of any Occupants or Claimants of the Property pursuant to the Act, SCRA or similar federal state or local statutes or regulations.

7. Foreclosed Property. Buyer acknowledges that the Property may or may not have been acquired by Seller through foreclosure or a deed-in-lieu of foreclosure. Buyer further acknowledges that Seller will not be transferring to Buyer any security deposits or rental income from the Property and there will be no rental prorations at Closing as further described herein.

Buyer further agrees that it will be responsible post-closing for any occupant in the Property, and Seller will not provide any assistance or assurances with regard to removal of any Occupant or Claimant either by termination of occupancy or eviction. Buyer agrees that parties in possession may or may not be an exception to the title insurance policy, if any, issued to Buyer and the Property is being sold as "all cash." If Buyer cash is in the form of hard money or a lender line of credit and the Property is vacant, Buyer acknowledges and is aware that Seller will not allow for utilities to be turned on prior to Closing.

Buyer understands that tenant rights laws may or may not be imposed by the local jurisdiction or a governmental agency either federally or in the state where the Property is located. Buyer shall be solely responsible for any rights of any tenant or other occupant. Buyer agrees to forever hold harmless, protect and defend Seller and Auctioneer from any past, present or future violation of tenant rights, including but not limited to requirements for notice to vacate and the return of security deposits if any the occupant may or may not have paid to the Seller or any other party.

Buyer further acknowledges that the Property may or may not be subject to the Protecting Tenants at Foreclosure Act of 2009 set forth as Division A, Title VII of the Helping Families Save Their Homes Act of 2009 or state law and/or a lease and Buyer must comply with all applicable laws.

8. Eviction Proceedings; Relocation Costs. Seller or its agents may have commenced unlawful detainer, eviction or similar proceedings against Occupants or Claimants of the Property. Buyer understands and acknowledges that Seller will not provide any case numbers, current disposition of any eviction proceedings, nor contact information for Seller's attorney. Further, the progress and/or outcome of any current eviction case will have no bearing whatsoever in the transaction contemplated by the Agreement and its terms, any addenda thereto, including the mutually agreed upon date for the closing of the purchase and sale contemplated hereby. Seller will make reasonable efforts to file within twenty (20) business days after closing papers in any such proceeding seeking to cause the dismissal of such proceeding without prejudice, and, in any event, already has or will cease all efforts and actions to continue or complete any such proceedings. After Closing, Buyer may elect to bring, at his/her/its sole cost and risk, such unlawful detainer, eviction or similar proceedings as Buyer may desire. Buyer acknowledges that Seller has made no representations or warranties that Buyer may bring such a proceeding or that any such proceeding will be successful. Under no circumstances shall Seller be responsible for evicting, removing or relocating any Occupants or Claimants or removing any personal property at the Property or for reimbursing Buyer for any such costs incurred by Buyer. If, for any reason after the Closing, Seller is ordered to pay or reimburse any relocation costs or benefits to any Occupants or Claimants, Buyer shall promptly reimburse Seller for all such amounts.

9. No Title Insurance; No Title Warranty. Notwithstanding anything to the contrary in the Agreement or in any other document related to the purchase and sale transaction contemplated hereby, Buyer acknowledges and agrees that (i) none of Seller, Auctioneer, any broker, or any of their respective representatives, agents or assigns is obtaining or providing, or has promised to obtain or provide, any form of title insurance or a title insurance policy or commitment to Buyer in connection with this transaction, and (ii) the receipt of title insurance, title commitment or pro forma, title report, title policy or similar item (collectively, "Title Insurance") is not a condition to the closing of the transaction contemplated hereby. Any provision in the Agreement or such other document which requires the Seller, Auctioneer,

SAMPLE

or any other person or entity to order, obtain or provide Title Insurance, or any document preliminary to the issuance of Title Insurance, is hereby deemed deleted and of no further force or effect. Buyer may, at its own election and at its own cost, order a title report or commitment and obtain title insurance from any title insurance company Buyer may select, but the receipt or availability of such items shall not be a condition to the closing of the purchase and sale transaction and no extension will be granted for the purpose of Buyer procuring Title Insurance. In addition, Buyer acknowledges and agrees that none of Seller, Auctioneer, any broker, or any of their respective representatives, agents or assigns is providing, or has promised to provide, any warranty or representation regarding title to all or any portion of the Property, and that Buyer at Closing will accept title to the Property in its then "**AS-IS, WHERE-IS**" condition, subject to all matters affecting such title, whether or not of record. Buyer understands that Buyer's inability to obtain Title Insurance on the Property shall not be a valid reason to terminate this Agreement. Any termination of this Agreement by Buyer due to Buyer's inability to obtain Title Insurance will constitute a breach of this Agreement by Buyer.

10. Notice of Sale. Buyer understands and acknowledges that Seller may, but is not obligated to, inform any Occupants or Claimants of the Property of the sale of the Property to Buyer and other related information regarding Buyer's acquisition of the Property and status as owner of the Property. Buyer acknowledges that Buyer shall be solely responsible for notifying any Occupants or Claimants of the transfer of ownership of the Property after the Closing and the address for remitting future rental payments as well as any repair and/or maintenance requests, as applicable.

11. Redemption Right. Buyer understands that the Property may be subject to the rights of the mortgagor and any other party under applicable law to redeem the Property from any foreclosure sale that may have been conducted with respect to the Property upon payment of certain sums, and Buyer may be dispossessed of the Property. Buyer is advised to consult with an attorney to fully understand the import and impact of the foregoing. Buyer agrees Buyer shall have no recourse against Seller in the event a right of redemption is exercised.

12. Title. Subject to Rights of Occupants and Claimants, Buyer acknowledges and agrees that Buyer is taking title to the Property at Closing "AS-IS" and subject to any claims of Occupants or Claimants and/or the existence of any right of redemption or similar legal right in the former owner or its successors and assigns regardless of any impact the foregoing may have on the title to the Property and the insurability thereof; the existence of any Occupants or Claimants, or claims by such persons, shall not give rise to any right to terminate the Agreement by Buyer or to give Buyer the right to raise an objection to Seller's title.

13. Personal Property. Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, furniture, appliances, antennas, satellite dishes and garage door openers now or hereafter located on the Property are not included in the transaction contemplated by the Agreement or the purchase price unless the personal property is specifically described in the Agreement. Any personal property at or on the Property may be owned by or subject to claims by third parties and therefore may be removed from the Property prior to or after the Closing without any adjustment to the Purchase Price to be paid to Seller under the Agreement. None of Seller, Auctioneer, any broker or any of their respective representatives, agents or assigns makes any representations or warranties as to the ownership or condition of any personal property, or whether any personal property is encumbered by any liens or security interests. Buyer assumes total responsibility for any personal property remaining on the Property at the time of Closing, whether or not owned by Buyer. Buyer agrees for the benefit of Seller that from and after Closing it will maintain, treat, process, store and/or dispose of any such personal property, including personal property owned by others, in accordance with all applicable laws and regulations. Seller will not be responsible for maintenance of exterior landscape.

A. Mobile Homes or Manufactured Homes that are not affixed will not be de-titled by Seller. Buyer will be responsible for obtaining title to any Mobile Home post-closing, if applicable.

14. Costs and Prorations.

A. Prorations. Escrow Agent shall prorate as of the date of Closing all real property taxes, assessment and other applicable items as normally apportioned in sales of property in similar situations in the state where the Property is located, in accordance with local customs. For the avoidance of doubt, Seller shall pay all delinquent items only as follows: Seller shall pay (i) unpaid assessments by Condominium and Homeowner's Association which accrued or came due prior to Closing subject to any limitations on Seller's liability for such assessments under applicable law; (ii) property taxes and periodic assessments secured by the Property which accrued prior to Closing; and (iii) utility liens or municipal liens secured by the Property which accrued prior to Closing, subject to the provisions herein. Buyer understands that Buyer shall be responsible for any costs, fees, and expenses charged by any condominium or homeowner's associations which exceed Seller's liability to such association under applicable law. NO OTHER PRORATIONS ARE CONTEMPLATED UNDER THIS AGREEMENT AND BUYER SHALL BE SOLELY RESPONSIBLE FOR ALL EXPENSES SET FORTH IN SUBSECTION (C) BELOW. ANY SUCH AMOUNTS WHICH BY LAW ARE TO BE PAID BY SELLER SHALL BE REIMBURSED TO SELLER BY BUYER AT/OR PRIOR TO CLOSING. If the regular common interest community, unit owner's, homeowner's or condominium association dues, fees or assessments were paid prior to the date of Closing for a period of time subsequent to such date, then Buyer shall reimburse Seller for that portion of the dues, fees and/or assessment attributable to the period of time after the

SAMPLE

date of Closing. Insurance premiums will not be prorated. Seller cannot endorse or assign existing insurance policies (if any) to Buyer, and Seller may cancel any existing insurance on the Property as of the date of Closing. Rent and other income under leases of the Property for the month in which the Closing occurs shall not be prorated and shall be the property of and retained by the Seller, if applicable.

B. Seller Expenses. Seller shall only pay those closing costs and fees associated with the transfer of the Property that local custom or practice clearly allocates to Seller and/or any other closing costs specifically agreed to herein. Buyer shall pay all remaining fees and costs. Seller shall not be responsible for any amounts due, paid, or to be paid after Closing. In the event Seller has paid any taxes, special assessments or other fees at or prior to Closing and there is a refund of any such taxes, assessment or fees after Closing, and Buyer as current owner of the Property receives the payment, Buyer will immediately submit the refund to the Seller.

C. Buyer Expenses. Notwithstanding state or local custom and except as provided in Section 14a of this Addendum, ALL COSTS, **INCLUDING, BUT NOT LIMITED TO,** BUYER AND SELLER ESCROW FEES, SELLER SIDE CLOSING AND TITLE EXAM FEES, DOCUMENT PREPARATION FEE, CLOSING COORDINATION FEES, PROPERTY REPORT FEE, TRANSACTION MANAGEMENT, TRANSFER DOCUMENTATION, OVERNIGHT COURIER FEES, AS WELL AS ANY FEES REQUIRED IN ORDER TO CLOSE ARE THE RESPONSIBILITY OF BUYER. Additionally, if applicable, Buyer shall be responsible for transaction management fees, all current, property taxes, costs of credit reports, appraisals, title insurance, title insurance charges, tax service fees, recordation fees for the deed, and any mortgage or deed of trust, and any documentary transfer tax, real property transfer taxes, or deed tax that may be imposed by the state, county, and/or city in which the Property is located, common interest community / unit owner's / condominium / homeowner's association maintenance or membership fees and/or assessments, if any, closing costs, and all other costs and expenses, including any cost, expense or tax imposed by any state or local entity not otherwise addressed herein. Further, if desired by Buyer or required by Buyer's lender, the cost of any and all termite clearances and reports and any inspections required by any lender, and/or repairs recommended or required by any termite and/or property inspection report including but not limited to any roof certifications shall all be at the sole cost and expense of Buyer and shall be paid at Closing. However, SELLER WILL NOT PERMIT ANY REPAIRS PRIOR TO CLOSING. These fees are not optional or negotiable and Buyer's agreement to pay the expenses referenced herein is a material term to this Agreement.

i. UCC LIENS: (Uniform Commercial Code Liens) "UCC liens" in some instances are filed against properties for improvements made to the property by the contractor hired to do the work and/or improvement to the properties. According to HUD, chattel liens on certain fixtures that had been purchased by a mortgagor and placed on the property are to be allowed as liens of this type and are not liens against the real estate in general but are only liens that are secured by identified fixtures on the property and are NOT eliminated through foreclosure.

   As these liens are not eliminated by foreclosure, in the event a UCC lien should arise against the Property being conveyed in the purchase and sale agreement, Buyer hereby agrees to pay off the indebtedness and/or take as an exception to title. Seller will NOT pay said UCC lien or any portion thereof. Furthermore, Buyer hereby agrees that in the event they do NOT want the item secured by the UCC lien, post-closing Buyer is free to contact the claimant and have said item(s) removed as secured by the UCC lien, but the UCC lien will still be exception to title.

D. Pre-Closing Costs. Buyer and Seller agree that that Escrow Agent may incur certain costs while processing this transaction which must be paid prior to Closing. Escrow Agent is authorized and instructed to release funds for payment of such costs prior to Closing from funds deposited into Escrow by Buyer. Such funds are nonrefundable, and Escrow Agent is released from any liability for payment of any such funds pre-released through the Escrow. Escrow Agent is permitted to charge the appropriate party for costs incurred, or credit the appropriate party for credits, as applicable at Closing or upon termination of this Agreement.

E. Post-Closing and Subsequent Notice of Costs, Liens or Assessments. The acceptance of the Deed by Buyer will be deemed to constitute full compliance by Seller with all the terms and conditions of this Agreement and will discharge Seller from any further obligations or liabilities under this Agreement. Notwithstanding any other provision of this Agreement, Seller shall NOT be responsible for any unpaid real estate taxes and/or assessments, levies, fees, fines, penalties, homeowner association fees, dues and charges, utility charges or any and all other charges after Closing regardless of when the fee, dues, penalty, or charge was assessed. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IF AT ANY TIME AFTER CLOSING, BUYER OR ITS ASSIGNS OBTAINS ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS, LIENS, ASSESSMENTS, FEES OR JUDGMENTS ASSOCIATED WITH THE PROPERTY THAT WERE NOT OF RECORD AT THE TIME OF THE CLOSING INCLUDING, WITHOUT LIMITATION, CODE VIOLATIONS, TAXES, FEES, CHARGES, MECHANIC'S OR UTILITY LIENS, OR COMMON INTEREST COMMUNITY, UNIT OWNER'S, HOMEOWNER'S OR CONDOMINIUM ASSOCIATION DUES, FEES OR ASSESSMENTS, BUYER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT AND SATISFACTION OF THE SAME, AND BUYER HEREBY RELEASES ALL SELLER PARTIES, INCLUDING,**

SAMPLE

BUT NOT LIMITED TO, SELLER, SELLER'S BROKER, AUCTIONEER, AND THE EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, CONTRACTORS AND AGENTS OF ALL AND EACH OF THEM OF AND FROM ANY AND ALL LIABILITY IN CONNECTION THEREWITH. THIS PROVISION SHALL APPLY IRRESPECTIVE OF WHETHER SELLER OWNED THE PROPERTY AT THE TIME SUCH COSTS WERE ASSESSED OR INCURRED, OR SELLER HAD ACTUAL OR CONSTRUCTIVE NOTICE OF THE EXISTENCE OF SUCH COSTS, LIENS, DUES, FEES, ASSESSMENTS OR JUDGMENTS. Buyer is responsible for verifying any possible taxes, liens, judgments, fees, claims or assessments that may not be of record and hereby releases Seller from any and all liability related to any such liens, judgments, dues, fees or assessments. Provisions of the paragraphs under this Section shall survive Closing, funding and the delivery of the Deed and continue in full force and effect.

F. No Physical Access. Notwithstanding anything to the contrary contained in the Agreement, if the Property is occupied by an Occupant or Claimant neither Buyer nor any agent or representative of Buyer shall have physical access to the Property prior to Closing to conduct inspections or otherwise review the Property.

G. Inspection. Buyer acknowledges, agrees, and warrants that it was Buyer's sole responsibility to inspect the Property prior to placing a bid to determine the location of structures, easements, improvements, and encroachments or to determine any other matters Buyer deems relevant to Buyer's decision to place a bid on the Property. Buyer understands and agrees that Seller, Auctioneer, and broker are not required to nor will any of these parties make any inspections or repairs of any kind whatsoever to the Property ("Inspections"). Buyer assumes any and all risk associated with Buyer's inability to conduct an Inspection of any portion of the Property (interior or exterior) and has taken the same into account in determining the Purchase Price for the Property, and Buyer waives any objection to the condition of the Property regardless of whether Buyer was able to conduct an Inspection of all or any portion of the Property (or elected not to conduct Inspections). In no event will Seller be obligated to make any repairs or replacements that may be indicated by any inspections conducted by or on behalf of Buyer. SELLER WILL NOT PERMIT ANY REPAIRS PRIOR TO CLOSING. BUYER'S OPPORTUNITY TO INSPECT OR THE WAIVER THEREOF WAS TAKEN FULLY INTO CONSIDERATION IN DETERMINING THE OFFER MADE FOR THE PROPERTY AND REPRESENTS EXPRESS INTENT TO ACCEPT ALL LIABILITY ATTENDANT THERETO.

H. Lockbox / New Keys. Buyer acknowledges that the Property may be on a master key system or that third parties, including but not limited to an Occupant or Claimant, may be in possession of a key, such key will not be provided to Buyer under any circumstance. Buyer must re-key the Property or install new locks unless the Property is occupied by an Occupant or Claimant, in which case Buyer's rights to possession shall be subject to the rights of the Occupants or Claimants. In any event, Buyer may not attempt to dismantle, change, or otherwise install new locks until after the Closing and Buyer has paid all amounts due to Seller. Buyer shall hold Auctioneer, Seller, its parent, subsidiaries, affiliates, and the officers, directors, agents and affiliates of each such company harmless from any claims or damages of any nature related to unauthorized access to the Property or any theft or damage that occurs after title to the Property is transferred to Buyer.

I. Effect of Addendum. If any part of the state specific addendum attached hereto conflicts with this Real Estate Purchase and Sale Agreement, the items contained the state specific addendum shall prevail to the extent required by law.

J. Entire Agreement. The Agreement constitutes the entire agreement between the Seller and Buyer concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants and agreements. Further, Buyer and Seller represent that there are no oral or other written agreements between the Parties. All negotiations are merged into the Agreement, and no oral or written, express or implied, promises, representations, warranties, covenants, understandings, communications, agreements or information made or provided by the Seller or Seller's employees, agents, representative or brokers, including but not limited to any information on Seller's, Auctioneer's, or Seller's agent or broker's websites, sales brochures or on the Multiple Listing Service shall be deemed valid or binding upon the Seller unless expressly included in the Agreement.

K. Joint and Several. In the event there is more than one Buyer hereunder, reference to Buyer shall be to each Buyer and each Buyer shall be jointly and severally liable under this Agreement.

L. Capacity and Execution. The Buyer has the necessary authority to enter into this Agreement and perform its obligations thereunder. If the Buyer is an entity, including a trust, the natural person signing this represents and warrants that he/she is duly authorized by the entity and the governing documents of such entity and under applicable law to enter into this Agreement and bind the entity to perform all duties and obligations as stated in this Agreement, such entity being duly formed and in good standing with unabated powers to conduct its activities (including the power to contract). Buyer shall provide Seller with proof of such authority upon execution of this Agreement, if applicable. Further, Seller and Buyer agree to all of the terms in this Agreement, whether any provision or page is separately initialed or not. For emphasis, some pages, sections or provisions in this Agreement contain a place for Buyer and/or

CANCELLED

Seller to separately initial, but the failure by Seller or Buyer to initial any section, provision, or page in this Agreement shall not affect the enforceability of any term or provision in this Agreement.

M. **Special Provisions.** _____

Date:

SELLER

Signature

Printed Name

Date:

BUYER

Signature

Printed Name

Signature

Printed Name

SAMPLE