



## Checkout Form Summary

### **PROPERTY INFO**

Property ID: P1123SD  
Property Address: 22502 DEVILLE DR, KATY, Texas, 77450  
Occupancy: OCCUPIED

### **OFFER**

Offer Type: High Bid  
Offer Submitted: July 27 2018 04:32:55 PM  
How are you buying?: Investor  
What Describes you best: company  
Amount: 161000.00  
Buyer's Premium: 0.00  
Total Purchase Price: 161000.00  
Earnest Money Deposit: 4830.00

### **BUYER INFORMATION**

First Name:  
Last Name:  
Email:  
Mobile:  
Address:

### **CO-BUYER 1 INFORMATION**

First Name:  
Last Name:  
Email:  
Mobile:  
Address:



## Checkout Form Summary

### **CO-BUYER 2 INFORMATION \*\*see contract for additional buyers if applicable**

First Name:

Last Name:

Email:

Mobile:

Address:

### **COMPANY INFORMATION (If Applicable)**

Company Name: Real Estate Solid Solutions LLC

Address 285 Avenue C, Apt. 1 C, New York, NEW YORK, 10009, United States

Signor's Name: Mahmoud Khader

Email: mmkhader@isotopehomes.com

Mobile: (832)-310-6719

### **PAYMENT INFORMATION**

Payment Type (Cash/Finance): Cash

Do you have proof of funds? No

Are you pre-qualified? No

### **BUYER'S AGENT INFORMATION**

Represented by agent: Yes

Agent First Name: Abe

Agent Last Name: Abdouh

Agent Email: abeabdouh@aol.com

Agent Contact Number: (713)-805-4849

Brokerage Name: Abe Abdouh

Brokerage License Number: 5910

Brokerage Address Katy, TEXAS, 77494, United States

### **LISTING AGENT INFORMATION**

Listing Agent First Name:

Listing Agent Last Name:

Listing Agent Email:

Listing Agent Contact Number:



## Checkout Form Summary

### **TITLE COMPANY INFO**

Preferred Title Company (buyer or seller?): seller

Seller's Company Name: seller Preferred

Seller's Title Contact Name: Unassigned Unassigned

Seller's Title Email Address: Unassigned

Seller's Title Phone Number:

Buyer's Company Name:

Buyer's Title Contact Name:

Buyer's Title Email Address:

Buyer's Title Phone Number:

## **TEXAS RESIDENTIAL PURCHASE AGREEMENT WITH JOINT ESCROW INSTRUCTIONS**

This Texas Residential Purchase Agreement with Joint Escrow Instructions (this “**Agreement**”) is executed by and between Buyer and Seller, who agree as follows:

### **LIMITATION OF SELLER’S LIABILITY AND BUYER’S WAIVER OF IMPORTANT RIGHTS:**

BUYER (AS DEFINED IN *SECTION 1* OF THIS AGREEMENT) UNDERSTANDS AND ACKNOWLEDGES THAT (i) SELLER (AS DEFINED IN *SECTION 1* OF THIS AGREEMENT) HAS OR MAY HAVE ACQUIRED THE PROPERTY (AS DEFINED IN *SECTION 1* OF THIS AGREEMENT) THROUGH FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, OR SIMILAR PROCESS, (ii) SELLER HAS NEVER OCCUPIED THE PROPERTY, AND (iii) SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY. BUYER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER MAY BE SELLING THE PROPERTY AS LAND ONLY, IN ITS PRESENT AND EXISTING PHYSICAL CONDITION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE PROPERTY CONTAINS ANY STRUCTURES OF ANY KIND. BUYER AGREES THAT BUYER IS BUYING THE PROPERTY “AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS” (AS MORE FULLY SET FORTH IN *SECTION 10* OF THIS AGREEMENT).

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, SELLER’S LIABILITY AND BUYER’S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THE TERM IS DEFINED IN *SECTION 10* OF THIS AGREEMENT, AND ALL REFERENCES IN THIS AGREEMENT TO “CLAIMS,” “CLAIM,” “Claims,” or “Claim” SHALL HAVE SUCH MEANING) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER’S BREACH OR TERMINATION OF THIS AGREEMENT, THE CONDITION OF THE PROPERTY, SELLER’S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN SELLING A CURRENT OR PRIOR RESIDENCE OR TERMINATING A LEASE ON A CURRENT OR PRIOR RESIDENCE, OBTAINING OTHER LIVING ACCOMMODATIONS, MOVING, STORAGE OR RELOCATION EXPENSES, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO NO MORE THAN:

- (A) A RETURN OF BUYER’S EARNEST MONEY DEPOSIT (AS HEREINAFTER DEFINED) IF THE SALE TO BUYER DOES NOT CLOSE AS FURTHER SET FORTH HEREIN; AND
- (B) THE LESSER OF BUYER’S ACTUAL DAMAGES OR \$5,000.00 IF THE SALE TO BUYER CLOSSES.

BUYER SHALL NOT BE ENTITLED TO A RETURN OF BUYER’S EARNEST MONEY DEPOSIT IF BUYER MATERIALLY BREACHES THIS AGREEMENT.

BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS.

ANY REFERENCE TO A RETURN OF BUYER’S EARNEST MONEY DEPOSIT CONTAINED IN THIS AGREEMENT SHALL MEAN A RETURN OF THE EARNEST MONEY DEPOSIT, LESS ANY ESCROW CANCELLATION FEES APPLICABLE TO BUYER UNDER THIS AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT BUYER’S REQUEST. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND BUYER ACKNOWLEDGES THAT A RETURN OF ITS EARNEST MONEY DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE BUYER FOR ALL CLAIMS. UPON RETURN OF THE EARNEST MONEY DEPOSIT TO BUYER, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT. IF THE SALE TO

BUYER CLOSES AND SELLER COMPENSATES BUYER AS PROVIDED ABOVE FOR BUYER'S ACTUAL DAMAGES, IF ANY, THEN BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT.

SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THIS AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY BUYER AND SELLER.

BUYER FURTHER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW:

- (A) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE;
- (B) RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;
- (C) RIGHT TO INVOKE ANY EQUITABLE REMEDY THAT WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY BUYER;
- (D) ANY CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING, UNLESS SUCH CLAIMS ARE MATERIAL AND BUYER NOTIFIES SELLER IN WRITING OF SUCH CLAIMS WITHIN THIRTY (30) DAYS OF THE CLOSING DATE (AS HEREINAFTER DEFINED);
- (E) ANY REMEDY OF ANY KIND THAT BUYER MIGHT OTHERWISE BE ENTITLED TO AT LAW OR EQUITY (INCLUDING, BUT NOT LIMITED TO, RESCISSION OF THIS AGREEMENT), EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT;
- (F) ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT;
- (G) ANY RIGHT TO AVOID THE SALE OF THE PROPERTY, REDUCE THE PURCHASE PRICE (AS HEREINAFTER DEFINED), OR HOLD SELLER LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO SELLER'S FAILURE TO DISCLOSE (1) ANY INFORMATION REQUIRED TO BE DISCLOSED BY APPLICABLE LAW, (2) THE CONDITION, CONSTRUCTION, REPAIR, OR TREATMENT OF THE PROPERTY, OR (3) ANY DEFECTS, APPARENT OR LATENT, THAT MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS RELATING TO ANY ORDINANCES AND ANY REPAIR COSTS REQUIRED THEREUNDER;
- (H) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA, FLOOD ZONES OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY, INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS;
- (I) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT(S), AUCTIONEER(S) OR BROKER(S), OR ANY STATEMENTS, ACTIONS OR CONDUCT OF SELLER'S AUCTIONEER(S), AGENT(S) OR BROKER(S); AND
- (J) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO TENANTS OR OCCUPANTS OF THE PROPERTY, OR ENVIRONMENTAL MATTERS (AS HEREINAFTER DEFINED).

THE ABOVE PROVISIONS SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED HEREBY, OR THE EARLIER TERMINATION OF THE AGREEMENT.

SELLER'S INITIALS \_\_\_\_/\_\_\_\_

BUYER'S INITIALS  \_\_\_\_/\_\_\_\_

1. **KEY TERMS:**

A. **SELLER:** Pacific Union Financial

B. **BUYER:** Real Estate Solid Solutions LLC  
BUYER PRINTED NAME

CO-BUYER PRINTED NAME, IF ANY

285 Avenue C, Apt. 1 C  
ADDRESS

New York, NEW YORK, 10009  
CITY, STATE, ZIP

Home Phone No.: (832)-310-6719

Cell Phone No.: (832)-310-6719

Work Phone No.:

Fax Phone No.:

Email Address: mmkhader@isotopehomes.com

C. **PURCHASE PRICE:**

Purchase Price Calculation:

Winning Bid Amount: \$ 161000.00

Earnest Money Deposit\* from Buyer \$ 4830.00

\*Earnest Money Deposit Components:

\*The Earnest Money Deposit to be 3% of Purchase Price or \$3,000, whichever is greater.

D. **PROPERTY:**

Property Address: 22502 DEVILLE DR  
KATY, TX 77450

Legal Description of Property: See Exhibit A (if the legal description of the Property is not attached, is incomplete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected prior to the closing of the transaction).

E. **CLOSING DATE:** 8/28/2018 (Subject to **Section 7** of this Agreement)

F. **ESCROW/CLOSING AGENT:** Buyer's Choice Transaction

Key Title Group

Debbie Yates

Telephone: 210-858-0688

Email Address: debbie@keytitlegroup.com

2. **PURCHASE AND SALE.** On and subject to the terms of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, as such term is defined in **Section 1** of this Agreement, a legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, for the Purchase Price, as such term is defined in **Section 1** of this Agreement. The Property includes all permanent improvements located thereon, including those items which Texas law provides is part of the Property, at Closing. Seller makes no representation or warranty as to the existence or condition of such items. Seller makes no representation or warranty as to the existence, condition, ownership or right of possession of any personal property located on the Property.

3. **PAYMENT OF PURCHASE PRICE.** Buyer shall pay Seller the Purchase Price as follows:

- A. Buyer will deposit with the Escrow/Closing Agent identified in **Section 1** above (the "**Escrow/Closing Agent**") (or cause to be deposited with the Escrow/Closing Agent) the Earnest Money Deposit described above in **Section 1** (the "**Earnest Money Deposit**") within one (1) Business Day after Buyer signs this Agreement. A "**Business Day**" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by state law to be closed. The Earnest Money Deposit is to be comprised of a cashier's check or cash in the amount of 3% of the purchase price or Three Thousand Dollars (\$3,000), whichever is greater, as set forth in **Section 1C** above.
- B. Prior to Closing, as determined under **Section 7** below, Buyer shall deposit with the Escrow/Closing Agent in immediately available funds an amount equal to the balance of the Purchase Price, plus Buyer's share of closing costs and prorations, plus Buyer's expenses provided herein.

4. **NO FINANCING. NO TITLE INSURANCE; NO TITLE WARRANTY.**

- A. Buyer understands and acknowledges that the purchase of the Property and the consummation of the transaction contemplated in this Agreement is for cash only and **IS NOT** contingent on Buyer obtaining financing for the purchase of the Property. Buyer shall, within three (3) Business Days after signing this Agreement, deliver to Seller written verification acceptable to Seller, in its sole and absolute discretion, of sufficient funds to close this transaction. Should Buyer fail to provide Seller with written verification acceptable to the Seller within three (3) Business Days after signing this Agreement, Buyer shall be deemed to be in default under this Agreement and Seller shall have the right to terminate this Agreement in Seller's sole and absolute discretion.

BUYER'S INITIALS: mk / \_\_\_\_\_

- B. Notwithstanding anything to the contrary in this Agreement or in any other document related to the purchase and sale transaction contemplated hereby, except as set forth in Section 5 of this Agreement, Buyer acknowledges and agrees that (i) none of Seller, auctioneer, any broker or any of their respective affiliates, 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 Product") is not a condition to Closing of the transaction contemplated hereby. 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 wish to select, but the receipt or availability of such items shall not be a condition to the Closing of the purchase and sale transaction. In addition, Buyer acknowledges and agrees that none of the Seller,

auctioneer, any broker or any of their respective affiliates, 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, WITH ALL FAULTS AND LIMITATIONS" condition, subject to all matters affecting such title, whether or not of record as set forth in Section 5 of this Agreement.

5. **DEED.** Notwithstanding anything to the contrary in this Agreement or in any other document related to the purchase and sale transaction contemplated hereby, the Deed or other conveyance document to be delivered at Closing shall be a quitclaim deed or other similar deed which will serve to convey Seller's then-existing interest in the Property, if any. Any reference to the term "deed" or to a real property title conveyance document in this Agreement shall be construed to refer to such form of deed. Buyer hereby agrees to accept a quitclaim deed or equivalent instrument at Closing and acknowledges that Seller makes such conveyance with no express or implied warranty or representation of title and specifically disclaims any such representation or warranty. Notwithstanding anything to the contrary herein, if Buyer (i) obtains a title insurance commitment regarding the Property at its sole cost and expense, (ii) provides a copy of the commitment to seller at least five (5) Business Days before the Closing Date, and (iii) Buyer purchases such title insurance policy at Closing, the deed or other conveyance document to be delivered at Closing may be a Special Warranty Deed, Bargain and Sale Deed, Limited Warranty Deed, or similar conveyance document that grants only whatever title that Seller may have as of Closing and warrants that Seller will only defend title against persons claiming by, through, or under Seller, but not otherwise, and such conveyance shall be subject to current taxes and other assessments, reservations, in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities, whether recorded or unrecorded. The purchase or acquisition of title insurance is NOT a condition precedent to the Closing of this transaction as found in **Section 7C** below.

BY INITIALING BELOW, BUYER ACKNOWLEDGES THAT SECTIONS 4 AND 5 ABOVE INDICATE, AMONG OTHER THINGS, THAT NO TITLE INSURANCE OF ANY KIND IS BEING PROVIDED BY SELLER TO BUYER AND THE PROPERTY IS BEING TRANSFERRED TO BUYER BY QUITCLAIM DEED OR OTHER FORM OF DEED ACCEPTABLE TO SELLER IN SELLER'S SOLE AND ABSOLUTE DISCRETION, WITHOUT ANY WARRANTY OR REPRESENTATION REGARDING TITLE. BUYER ACKNOWLEDGES THAT HE/SHE/IT MAY OBTAIN A TITLE INSURANCE COMMITMENT OR POLICY AT BUYER'S SOLE COST AND EXPENSE, BUT THAT RECEIPT OR AVAILABILITY OF SUCH PRODUCT SHALL NOT BE A CONDITION PRECEDENT TO THE CLOSING OF THIS TRANSACTION.

BUYER'S INITIALS mk / \_\_\_\_\_

6. **OPENING OF ESCROW.** Buyer has been notified that Seller recommended the services of an escrow/closing agent. **Buyer is NOT required to use the recommended escrow/closing agent as a condition for purchase of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. BUYER IS FREE TO SHOP AROUND TO DETERMINE THAT BUYER IS RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.** Seller and Buyer shall open an escrow account related to this Agreement for the sale of the Property with the Escrow/Closing Agent designated in **Section 1** above ("**Escrow**") immediately upon execution of this Agreement by Buyer by depositing a copy of this Agreement with the Escrow/Closing Agent. This Agreement shall constitute joint escrow instructions to the Escrow/Closing Agent who shall handle and close this transaction as set forth herein. Escrow shall be "open" upon Buyer delivering to the Escrow/Closing Agent (i) an executed copy of this Agreement and (ii) the Earnest Money Deposit.

BUYER'S INITIALS: mk / \_\_\_\_\_

7. **CLOSING.**

A. **CLOSING DATE.** The Escrow/Closing Agent shall close the transaction contemplated by this Agreement (the "**Close of Escrow**" or "**Closing**") on the earlier of the date set forth in **Section 1** above or the date that is fifteen (15) days after the date this Agreement is executed by Buyer (as the same may be modified by **Section 7B** below, the "**Closing Date**"). If such date falls on a day that is not a Business Day, the Closing Date shall be the next Business Day. The Escrow/Closing Agent is instructed to close Escrow on such date, subject to **Section 7B** below.

B. The Escrow/Closing Agent is instructed to close the transaction contemplated by this Agreement on the Closing Date, subject to each of the following:



- (1) If Seller is unable to close Escrow on or before the Closing Date, then the Closing Date shall be automatically extended for ten (10) days (the "**First Extension**"); provided, however, that Seller, Seller's agent, or the Escrow/Closing Agent may give Buyer written notice during such ten (10) day period that it is ready to close and the Close of Escrow shall occur within five (5) days following such written notice. If Seller is unable to close the transaction contemplated by this Agreement on or before the end of the First Extension period, then the Closing Date may be extended for another ten (10) days (the "**Second Extension**"); provided, however, that Seller, Seller's agent, or the Escrow/Closing Agent may give Buyer written notice during such ten (10) day period that Seller is ready to close and the Close of Escrow shall occur within five (5) days following such written notice. Other than the First Extension and the Second Extension, Seller shall not have the right to extend the Closing Date unless agreed to in writing by Buyer.
- (2) Where applicable and in addition to the conditions precedent to Closing set forth in this Agreement, Closing shall not occur unless and until a certificate of title conveying the Property to Seller has been issued. Buyer acknowledges that issuance of a certificate of title is not within the control of Seller and agrees that any delay or failure associated with certificate of title shall not be attributed to the fault of Seller or constitute a default by Seller.
- (3) If this transaction has been terminated pursuant to the terms of this Agreement and proper notice has been delivered to the Escrow/Closing Agent pursuant to **Section 7G** and/or **Section 13** hereof, then the Escrow/Closing Agent is hereby instructed to return the Earnest Money Deposit and any other amount held in Escrow to the appropriate party as set forth in this Agreement and, except as set forth elsewhere in this Agreement, the Escrow/Closing Agent shall have no further liability, obligation, or responsibility with respect to the Escrow or this Agreement.
- (4) If Buyer requests an extension of the Closing Date in writing at least five (5) calendar days prior to the Closing Date, and Seller, in its sole and absolute discretion, grants, in writing, an extension, Buyer agrees to pay to Seller a non-refundable per diem fee of **\$150.00** (collectively, the "**Extension Fee**") through and including the Closing Date, as specified in the written extension. Such extension shall amend this Agreement, wherein it will specify the amended Closing Date. Any extension failing to specify the Closing Date, as amended, shall be void. The Extension Fee WILL NOT be credited towards the Purchase Price under any circumstances. In the event Buyer does not purchase the Property and the transaction contemplated by this Agreement fails to close, such accrued Extension Fee shall immediately be due and owing to Seller (See **Section 13** of this Agreement). In no event shall an extension to a date more than twenty (20) days after the original Closing Date be considered.
- (5) If the Closing Date is extended pursuant to an addendum or amendment to this Agreement, or by mutual escrow instructions executed by both Seller and Buyer, then the Escrow/Closing Agent shall close Escrow on the Closing Date, as so extended.

C. **CONDITIONS PRECEDENT.** Closing is further subject to each of the following conditions precedent (the failure of any of which shall not, in and of itself, relieve any party of its obligations set forth elsewhere in this Agreement): (1) Seller shall have delivered the Seller's Deliveries set forth in **Section 7F(1)** below, (2) Buyer shall have delivered the Buyer's Deliveries set forth in **Section 7F(2)** below, and (3) Seller shall not have given written notice to the Escrow/Closing Agent that Buyer is in default of this Agreement.

D. **CLOSING INSTRUCTIONS TO THE ESCROW/CLOSING AGENT.** At Closing, the Escrow/Closing Agent is hereby irrevocably instructed to complete the following:

- (1) Record the Deed conveying title to the Property to Buyer. As used in this Agreement, the term "**Deed**" shall mean a quitclaim deed or other form of deed acceptable to Seller in Seller's sole and absolute discretion. The Deed to be delivered at Closing shall convey to Buyer all of Seller's rights, interest and title to the Property to the extent that any exist as of the date of Closing;
- (2) Pay all fees, costs, deed and transfer taxes for the purchase and sale of the Property which are required to be paid by Seller under this Agreement, the portion of any fees charged by the Escrow/Closing Agent which are payable by Seller (if any) and other expenses relating

to the purchase and sale of the Property which are required to be paid by Seller under this Agreement;

- (3) Pay all fees, costs and transfer taxes for the purchase and sale of the Property which are required to be paid by Buyer under this Agreement, the portion of any fees charged by the Escrow/Closing Agent which are payable by Buyer (if any) and other expenses relating to the purchase and sale of the Property which are required to be paid by Buyer under this Agreement;
- (4) Pay all property management and broker-related fees and commissions to be paid by Seller or Buyer, including fees and commissions to Seller's or Buyer's broker(s), as well as any such fees and commissions contemplated under any separate written agreement executed by Seller or Buyer; and
- (5) Pay to Seller the balance of the Purchase Price and any other funds remaining after the Close of Escrow.

E. **PREVIOUS ESCROW/TRANSACTION.** If Seller entered into a previous transaction and/or a separate contract exists by and between Seller and any third party buyer, covering the purchase and sale of the Property ("***Previous Transaction***"), then Closing under this Agreement is subject to and contingent upon Seller's ability to successfully terminate the Previous Transaction prior to or concurrently with Closing of the transaction contemplated by this Agreement. This condition precedent shall be deemed satisfied when the Escrow/Closing Agent is in possession of a copy of signed termination instructions from Seller and the buyer in the Previous Transaction. Failure to terminate such Previous Transaction shall not be deemed a default of Seller hereunder and the provisions of **Section 7G(2)** and **Section 13** of this Agreement shall apply.

F. **DELIVERIES TO THE ESCROW/CLOSING AGENT.**

- (1) **BY SELLER.** Prior to the Close of Escrow, Seller shall deposit with the Escrow/Closing Agent (the "***Seller's Deliveries***"): (i) a Deed transferring Seller's interest in the Property to Buyer, executed by Seller and acknowledged pursuant to Texas law, and (ii) a Non-Foreign Transferor Declaration executed by Seller, or evidence reasonably acceptable to the Escrow/Closing Agent that Seller is exempt from the withholding requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), Internal Revenue Code Section 1445.
- (2) **BY BUYER.** Prior to Closing, Buyer shall deposit with the Escrow/Closing Agent (the "***Buyer's Deliveries***"): (i) immediately available Good Funds, as defined in **Section 7F(3)** below, in an amount equal to the Purchase Price less the Earnest Money Deposit previously deposited into Escrow, plus Buyer's share of closing costs and pro rations provided herein, plus Buyer's expenses set forth in **Section 12** below, and (ii) any and all other instruments required by Buyer's lender, the Title Company, the Escrow/Closing Agent, or otherwise, to consummate Buyer's acquisition of the Property.
- (3) **FINAL FUNDS TO CLOSE ESCROW.** All parties executing this Agreement acknowledge that Good Funds are required to close Escrow and close the transaction contemplated by this Agreement. "***Good Funds***" are defined by applicable law as cash or electronic transfer (wired funds) such that the Escrow/Closing Agent can disburse the funds to the appropriate parties on the same Business Day as the Business Day that the Buyer's funds are received by the Escrow/Closing Agent. All parties hereby acknowledge and agree that any deposits with the Escrow/Closing Agent in the form of funds other than cash or electronic transfer (wired funds), such as cashier's or certified checks, out of state checks and all drafts, are subject to waiting periods that can delay Closing and do not constitute Good Funds until the money is actually transferred to the Escrow/Closing Agent's account.

G. **TERMINATION OF TRANSACTION.**

- (1) **DEFAULT.** If, due to a failure of Buyer or Seller to perform any of their obligations hereunder, the transaction contemplated herein does not close by the Closing Date, then the non-defaulting party may terminate this Agreement by written notice to the defaulting party and the Escrow/Closing Agent, and the defaulting party shall be liable for all

termination fees of the Escrow/Closing Agent at the time this Agreement is terminated. The parties shall be further subject to the provisions of **Section 13** below.

- (2) **NO DEFAULT.** If any of the conditions precedent to Closing are not satisfied or not waived by the appropriate party on or before the Closing Date, and both Buyer and Seller have performed all of their respective obligations hereunder, then either party may terminate this Agreement by written notice to the other party and the Escrow/Closing Agent. In such event, the Escrow/Closing Agent shall return to Buyer (as Buyer's sole and exclusive remedy) the Earnest Money Deposit, less an amount equal to Buyer's expenses set forth in **Section 12** below, and Seller and Buyer shall each bear one-half (1/2) of the termination fees of the Escrow/Closing Agent. Upon return of the Earnest Money Deposit as provided in this **Section**, this Agreement shall be terminated, and, except as set forth elsewhere in this Agreement, Buyer and Seller shall be released from any further obligation, responsibility or liability, each to the other, in connection with this Agreement. Buyer grants Seller the unilateral right to execute termination instructions in the event that Seller elects to cancel Escrow.

- H. **ADDITIONAL ESCROW INSTRUCTIONS.** Seller and Buyer have read and agreed to all of the additional escrow instructions, if any, which are attached hereto as Exhibit C and incorporated in this Agreement. In the event of a conflict between any escrow instructions set forth in Exhibit C (or any escrow instructions set forth in a separate document) and this Agreement, including all exhibits and addenda hereto, the terms of this Agreement and the exhibits and addenda attached hereto shall control.

8. **BUYER'S INSPECTION.**

- A. **NO RIGHT OF ENTRY UPON PROPERTY OR PHYSICAL INSPECTION.** Notwithstanding anything to the contrary contained in this Agreement, 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. To the extent physical access is not available to the Property, Buyer assumes any and all risks associated with Buyer's inability to conduct inspections of the Property and has taken the same into account in determining the amount Buyer is willing to pay for the Property. Buyer waives any objection to the condition of the Property regardless of whether Buyer was able to conduct inspections of all or any portion of the Property (or elected not to conduct any such inspections).
- B. **REPRESENTATIONS/WARRANTIES.** Buyer represents and warrants to Seller that: (1) prior to the execution of this Agreement, Buyer has had adequate time to (i) examine all title matters and other matters concerning the Property as reflected by the property records in the county where the Property lies and (ii) review all agreements relating to the Property, including, but not limited to, the disclosures and reports required by any law, rule or ordinance, (2) prior to the execution of this Agreement, Buyer has freely and voluntarily waived the right to conduct and complete physical inspections of or on the Property, (3) Buyer is purchasing the Property based solely upon Buyer's own investigation of the Property, (4) prior to the execution of this Agreement, Buyer has satisfied himself/herself/itself in all respects as to the Property and the condition thereof, including, without limitation, the value of the Property, its location, its physical condition, all title matters concerning the Property, all applicable common interest community, condominium community and unit owner's or homeowner's association documents, rules and regulations concerning the Property, and all other matters with respect to the Property, and (5) Buyer is aware of all laws, rules, ordinances and requirements affecting the use, condition and ownership of the Property, including, without limitation, all applicable zoning and land use regulations and local ordinances. Seller and its agents make no representation or warranty, and Buyer has investigated to Buyer's satisfaction, regarding whether the location of the Property is in an earthquake fault zone, seismic hazard zone, flood hazard zone, state responsibility area (fire hazard area), very high fire hazard severity zone, or area of potential flooding, or whether the Property is subject to any flood disaster or other insurance requirements, or whether the Property contains wetlands or other environmental constraints.

Buyer further understands and acknowledges that Seller may be selling the Property as LAND ONLY, in its present and existing physical condition. Buyer acknowledges and agrees that prior to entering into this Agreement, Buyer had the opportunity to conduct his/her/its own due diligence in order to determine its present condition and value since Seller may not be aware of all the defects affecting the Property or other factors that Buyer considered important in making his/her/its/their decision to purchase the Property. Neither Seller, nor any of Seller's brokers, agents or auctioneers make any representations or warranties regarding suitability to build or inhabit, the value of the Property, lot

size, property lines, legal or physical access, boundaries, including features of the Property shared in common with adjoining landowners such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property, or any encroachments, easements or similar matters that may affect the Property. Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries.

C. **INDEMNIFICATION.**

Buyer hereby indemnifies, defends and holds harmless Seller, its affiliates, subsidiaries and parent companies, and their respective representatives, agents, officers, directors, employees, attorneys, shareholders, servicers, tenants, auctioneers, brokers, predecessors, successors and assigns ("**Indemnified Parties**") from and against any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court costs and reasonable costs of investigation, litigation and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, liens, judgments, compensation, fees, loss of profits, injuries, death and/or damages of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity ("**Claims**") arising from, in connection with, or in any way relating to: (i) the existence or claims of any Occupant or Claimant; (ii) any violations of the Act, the SCRA or any similar federal, state or local statutes or regulations; (iii) any breach of, or claims under, any lease or other occupancy agreement related to the Property occurring on or after the Closing Date; (iv) Security Deposits, Prepaid Rents or other sums that may be due to any current or former Occupant or Claimant, or other person; (v) any present or future eviction, unlawful detainer or other litigation brought or instituted by Buyer, or his/her/its successors and assigns; (vi) any violation on or after Closing of any federal, state or local law, rule or regulation regarding or regulating the relationship between landowners and tenants, or other occupants of the Property; (vii) the maintenance, treatment, processing, storage and/or disposal of any personal property located on the Property on or after Closing; or the entry onto the Property at any time prior to Closing by Buyer, or his/her/its agents and representatives. Buyer shall carry, or require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller, its affiliates and their respective employees, agents and representatives from liability for any injuries to persons or property occurring during any Buyer investigations occurring on or prior to Closing. Notwithstanding any other provision of this Agreement to the contrary, the obligations and agreements of Buyer under this **Section 8C** shall survive the Closing of the transaction contemplated by this Agreement or the earlier termination of this Agreement.

9. **DISCLAIMER AND DISCLOSURES.**

A. **DISCLAIMER.**

Buyer acknowledges that Seller has or may have acquired title to the Property as a result of a sale conducted pursuant to a foreclosure action under Texas state laws, trustee's sale pursuant to a power of sale under a deed of trust, or deed in lieu of foreclosure thereof, as described in various Texas statutes. Therefore, to the fullest extent permissible by applicable law, Seller is exempt from requirements regarding the making of certain disclosures under various Texas statutes, including, without limitation, Sections 5.008, 5.010, 5.011, 5.012, 5.014, 5.016 of the Texas Property Code, and Section 13.257 of the Texas Water Code. Furthermore, although Seller has made certain disclosures in Exhibit B of this Agreement as a courtesy to Buyer, to the fullest extent permissible by applicable law, the disclosures prescribed in such provisions of the Texas statutes do not apply to this transaction. In addition, Buyer further acknowledges that, although Seller has made certain disclosures in Exhibit B of this Agreement as a courtesy to Buyer, the disclosures prescribed in various Texas statutes, including, without limitation, Sections 5.013 and 5.016 of the Texas Property Code, do not apply to this transaction. Therefore, to the fullest extent permissible by applicable law, except for the disclosures contained in this Agreement, Seller has not made any disclosures regarding the Property, and, as a result, any rights Buyer may have in connection with any disclosure statements required under Texas law shall not be available, including, without limitation, any right to terminate this Agreement. To the fullest extent permissible by applicable law, Buyer expressly waives the right to receive any such disclosure statement regarding the condition of the Property. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the Property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's auctioneers, representatives, brokers, or agents, or that Seller may have received otherwise. Any such reports furnished by Seller, Seller's auctioneers, representatives, brokers or agents in connection herewith

shall be for informational purposes only, are not made part of this Agreement, and Seller makes no representations or warranties about their accuracy or completeness. Buyer acknowledges that in consideration of Seller's execution of this Agreement, Buyer, on behalf of itself and all other parties having any Claims (as defined in Section 9 of this Agreement), covenants that, to the fullest extent permissible by applicable law, neither Buyer nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceedings for breach of contract based on any disclosures relating to any alleged breach or violation of any state law, rule or regulation by Seller, or any other party engaged on Seller's behalf, including, without limitation, any auctioneer, real estate broker or agent representing Seller.

**B. OTHER DISCLOSURES.**

- (1) **ASSESSMENTS.** If the Property is subject to a special assessment lien imposed by a public body payable in installments which continue beyond Closing, Buyer shall be responsible for and pay any and all amounts which become due after the Close of Escrow.
- (2) **RADON.** Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by Seller and/or any of Seller's broker(s), agent(s) or auctioneer(s) as to the presence of radon and that Buyer has not relied on Seller's and/or any of Seller's broker(s), agent(s) or auctioneer(s) failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.
- (3) **MOLD.** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. Real property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Seller further advises Buyer that as a consequence of possible water damage and/or excessive moisture, the Property may be or has been irrevocably contaminated with mildew, mold, and/or other microscopic organisms. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and those individuals with immune system deficiencies, infants and children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure. Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected immediately following the Closing Date. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Seller that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property. Buyer also acknowledges that Buyer is buying the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS. Buyer represents and warrants to Seller that Buyer has made his own evaluation of the Property to Buyer's complete satisfaction and Buyer accepts the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS at the time of Closing. Buyer is electing to purchase the Property from Seller in an AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS condition with full knowledge of the potential condition of the Property, the potentially serious health risks, and the potential liability that Buyer could incur as the owner of the Property for claims, losses, and damages arising out of any toxic mold contamination, and/or other environmental hazards or conditions on the Property. Buyer agrees that the purchase price of the Property reflects the agreed upon value of the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS taking into account the aforementioned disclosures.
- (4) **LEAD-BASED PAINT DISCLOSURE.** If the Property was built prior to 1978, Seller shall (i) notify Buyer of any known lead-based paint ("**LBP**") or LBP hazards in the Property; (ii) provide Buyer with any LBP risk assessments or inspections of the Property in Seller's



possession; (iii) provide Buyer with the Disclosure of Information on LBP and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family From Lead In Your Home" (collectively, the "**LBP Information**"). Buyer shall return a signed copy of the Lead-Based Paint / Lead-Based Paint Hazard Disclosure and Acknowledgement form that is attached to this Agreement to Seller prior to the Close of Escrow.

The LBP Information was provided prior to the Close of Escrow. Buyer hereby waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

BUYER'S INITIALS: mk / \_\_\_\_\_

- (5) **PROPERTY TAX DISCLOSURE SUMMARY.** Buyer should not rely on Seller's current property taxes as the amount of property taxes that Buyer may be obligated to pay in the year subsequent to purchasing the Property. A change of ownership, use, or property improvements may trigger reassessments of the Property that could result in higher property taxes. If Buyer has any questions concerning valuation, Buyer is advised to contact the county property appraiser's office for information.
- (6) **PERMITS AND REPAIRS.** If the Property is located in a jurisdiction that requires (i) a certificate of occupancy, smoke detector certification, septic certification, or any similar certification or permit, or (ii) any form of improvement or repair to the Property (collectively, "**Permits and Repairs**"), Buyer acknowledges and agrees, unless otherwise required by law, that Buyer shall be responsible for obtaining and/or performing any and all of the Permits and Repairs, at Buyer's sole cost and expense, including, but not limited to, any certificate of use or other certification required by any applicable city, county, local or other ordinance. Buyer shall make application for and/or commence all Permits and Repairs within ten (10) days after the Closing Date as defined in this Agreement and any exhibits and addenda hereto. Seller makes no representations or warranties regarding compliance or conformity with any building codes, ordinances, laws, rules or regulations.
- (7) **CONDOMINIUM/PUD/HOMEOWNERS ASSOCIATION.** If the Property is in a common interest community or planned community, unless otherwise required by law, Buyer acknowledges that Buyer, at Buyer's own expense, was and is responsible for (a) obtaining and (b) reviewing the declaration of covenants, conditions, restrictions and/or bylaws and other documentation regarding such common interest community or planned community and Buyer acknowledges that, prior to Buyer's execution of this Agreement, Buyer has reviewed such documentation to the fullest extent Buyer deems necessary and, upon execution of this Agreement, Buyer is deemed to have accepted the declaration of covenants, conditions, restrictions and/or bylaws of the common interest community or planned community.
- (8) **BUILDING AND ZONING CODES.** Buyer should consult the local jurisdiction for information on building and zoning codes or information about transportation beltways and/or planned or anticipated land use within proximity of the Property. Seller makes no representations or warranties regarding compliance or conformity with any building codes, ordinances, laws, rules, or regulations.
- (9) **SQUARE FOOTAGE.** Buyer acknowledges that the square footage of the Property has not been measured by Seller, Seller's broker(s), agent(s) or its auctioneer(s) (including the square footage of the lot and home) and the square footage quoted on any marketing tools, such as advertisements, brochures, MLS data, the auction website and any other information provided, is based on information supplied to Seller and is deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon any such marketing tool and that such tools are not representations and/or warranties of Seller or any its broker(s), agent(s) or auctioneer(s). Buyer is buying the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS and Buyer acknowledges Buyer's responsibility to perform all due diligence and investigation regarding Buyer's acquisition of the Property.
- (10) **FLOOD ZONE; FLOOD INSURANCE.** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by applicable law, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

Pursuant to 42 U.S.C. 5154a, "notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property." To Seller's actual knowledge, the Property is not located within a flood disaster area (as defined in 42 U.S.C. 5154a) and the Property has not received Federal disaster relief assistance prior to Closing. Notwithstanding the foregoing, Buyer is hereby put on notice that Buyer should obtain and maintain flood insurance in accordance with applicable Federal law with respect to the Property after the transfer of the Property from Seller to Buyer.

- C. **RECEIPT OF DISCLOSURES.** Buyer acknowledges and agrees that Buyer has received and/or had adequate opportunity to read and understand all disclosures and documents regarding the Property made available by Seller, Seller's broker(s), agent(s) or its auctioneer(s) in print or electronic form (the "**Disclosures**"), prior to entering into this Agreement including, without limitation:

- (1) The documents and information made available on the internet at [www.homesearch.com](http://www.homesearch.com);
- (2) The written disclosures made available at the Property and at the location where the sale of the Property is conducted;
- (3) Any real estate brokerage relationship disclosures, such disclosures made available and provided to Buyer during the registration process, prior to bidding at auction and prior to entering into this Agreement for the purchase and sale of the Property; and
- (4) The disclosures attached to, or listed on any exhibits attached to, this Agreement, which disclosures and exhibits are incorporated into this Agreement by reference herein.

Buyer understands and acknowledges that any information provided by or on behalf of Seller with respect to the Property, including, without limitation, all information in the Disclosures and the Brochure, as defined in **Section 9D** below, was obtained from a variety of sources and that Seller and Seller's broker(s), agent(s) and auctioneer(s) have not made any independent investigation or verification of such information and make no representation or warranty as to the accuracy or completeness of such information. **Buyer shall not have the right to terminate this Agreement by reason of any information, facts, condition or other aspect of the Property discovered by Buyer subsequent to Buyer's execution of this Agreement.** Buyer further waives the right under 42 U.S.C. § 4852d and any other applicable law to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

- D. **BROCHURE.** Buyer represents and warrants that Buyer has obtained, reviewed and accepts the terms and conditions pertaining to the purchase and sale of the Property which are made available in an auction brochure (the "**Brochure**"), if any, advertising, or on the auction website, [www.homesearch.com](http://www.homesearch.com), which terms and conditions are incorporated herein by reference. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the auction, the terms and conditions of this Agreement shall control and prevail in all respects. Buyer acknowledges that neither Seller, nor its broker(s), agent(s) or

auctioneer(s) make any representation or warranty whatsoever in connection with any terms, conditions, warranties and/or representations contained in the Brochure, any advertising or on the auction website.

- E. **NO REPAIRS.** Buyer acknowledges and agrees that Seller is selling the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS and Seller shall have no liability for or any obligation to make any repairs or improvements of any kind to the Property including, but not limited to, required repairs or improvements that result from the inability of Buyer to obtain a certificate of occupancy, certificate of use or municipal code compliance certificate, if required, for the Property. Seller shall comply with laws and ordinances regarding the presence of smoke detector(s), carbon monoxide detectors and/or fire extinguishers required at the Property, if any, or any other similar law or ordinance that requires Seller's compliance. Notwithstanding the foregoing, Buyer acknowledges that Seller cannot guaranty compliance with the aforementioned if the Property is occupied and Seller or its brokers and agents cannot reasonably gain access to the Property. In such event, to the fullest extent permissible by applicable law, Buyer agrees that any and all additional smoke detector(s), carbon monoxide detectors and/or fire extinguishers required by any applicable ordinance shall be installed by Buyer at Buyer's sole cost and expense prior to the Closing Date. In some municipalities, a certificate of occupancy, certificate of use or municipal code compliance certificate may be required in order to transfer and/or occupy the Property. If a certificate of occupancy, certificate of use or municipal code compliance certificate is required to be obtained in order for the Property to be transferred to or occupied by Buyer, Buyer shall obtain such certificate of occupancy, certificate of use or municipal code compliance certificate at Buyer's sole cost and expense. If any violations at the Property shall be required to be corrected by the municipality or other work performed at the Property to obtain a certificate of occupancy, certificate of use or municipal code compliance certificate, Buyer shall correct and/or perform same at Buyer's sole cost and expense. Seller makes no representation or warranty as to whether a certificate of occupancy, certificate of use or municipal code compliance certificate is required or whether the Property may be occupied by Buyer. Buyer shall indemnify, defend and hold Seller harmless from and against all fines, penalties, costs, expenses, claims and liabilities arising out of or relating to Buyer obtaining, or its failure to obtain, a certificate of occupancy, certificate of use or municipal code compliance certificate, if such is required. This indemnification shall survive the Closing Date and shall not be deemed to have merged into any of the documents executed or delivered at Closing. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules or regulations.
- F. **COVENANTS, CODES & RESTRICTIONS.** Buyer acknowledges and agrees that prior to Closing, Buyer will have obtained, read and approved copies of (1) the recorded master deed, covenants, conditions, restrictions, reservations, rights, rights of way and easements, encumbrances and any other item or matter of record, if any, affecting the Property, and (2) any and all other matters disclosed in the property records where the Property is located. If a survey is commissioned by Buyer prior to the Closing Date, Buyer shall bear the cost, expense and sole responsibility of obtaining a survey. The results of any survey shall not be the basis for the Buyer to avoid consummation of this transaction and such attempt will constitute Buyer's default under this Agreement.
- G. **CLOSING DOCUMENT.** Seller hereby advises Buyer to review carefully all deed restrictions and similar encumbrances affecting the Property that are indicated in the property records of the county where the Property is located. In this regard, the parties further agree that if the Property is located in a city, county or other governmental unit which by law or ordinance requires a closing document listing all deed restrictions and/or similar encumbrances affecting the Property, then at Closing the parties shall execute, acknowledge and record the prescribed closing document.
- H. **EXECUTION OF DISCLOSURES BY BUYER.** Buyer shall execute, deliver and deposit with the Escrow/Closing Agent, at or prior to the Closing Date, all federal, state and local disclosures concerning the Property that Buyer is required to execute under applicable laws and regulations or required by the Escrow/Closing Agent.
- I. **OCCUPIED PROPERTY.** Seller makes no representations or warranties as to whether the Property is, or is not, occupied as of the Close of Escrow.
- (1) If the Property is occupied, Seller shall not be obligated to evict or remove the occupants prior to the Close of Escrow.



- (2) Buyer acknowledges and agrees that Buyer is taking title to the Property at Closing subject to any claims of Occupants or Claimants (as defined below) 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. **Buyer hereby expressly waives any right to terminate this Agreement based on the status of occupancy of the Property.**
- (3) 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 Seller, nor its affiliates, nor their respective members, officers, employees, representatives, auctioneers, brokers, agents or assigns (collectively and hereafter, "Seller Indemnitees") have 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 acknowledges and agrees that Closing of the transaction contemplated in this Agreement shall be deemed to be Buyer's reaffirmation that none of the Seller Indemnitees have made any warranties or representations, implied or express, relating to the existence or non-existence of any Occupants or Claimants at the Property.
- (4) Seller advises Buyer(s) that the Property may have Occupants or Claimants occupying the Property under an active lease or other occupancy agreement but expressly disclaims to the fullest extent possible under applicable law 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 Occupant or Claimant; whether or not any other agreements were made with 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.
- (5) Because the Property was 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 not have any security deposits, last month's rent or any other amount paid under a lease or occupancy agreement to transfer to Buyer. Buyer further acknowledges that, to the best of Buyer's knowledge, 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 Buyer as part of this transaction. Buyer further agrees to assume all responsibility and liability for the refund of any such Security Deposits or Prepaid Rent (and interest thereon, if applicable) 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, and regardless of whether the liability for the refund was incurred prior to Closing. 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.

- (6) 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 all Seller Indemnitees 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 that Seller Indemnitees 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.
- (7) **Buyer acknowledges that the Property may be subject to the provisions of federal, state or local rent control, rent stabilization, lease termination or similar laws, ordinances and regulations. Buyer agrees that upon 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 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 (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 ("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 Occupant or Claimant of the Property pursuant to the Act, SCRA or similar federal, state or local statutes or regulations.**
- (8) Buyer shall be responsible for installing new locks on the Property immediately after Closing, and Buyer shall hold all Seller Indemnitees harmless from, and indemnify all Seller Indemnitees against, any and all damages, claims, liens, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Buyer's failure to install new locks on the Property.

J. **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 this Agreement and its terms, any addenda thereto, including the mutually agreed upon Closing Date of the purchase and sale contemplated hereby. Seller will make reasonable efforts to file within twenty (20) Business Days after Closing of the transaction contemplated hereby, 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 or any of its employees, officers, representatives or agents 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.

K. **NOTICE OF SALE.** Buyer understands and acknowledges that Seller may, but is not obligated to, inform any Occupant or Claimant 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 Occupant or Claimant of the transfer of ownership of the Property and the address for remitting future rental payments as well as any repair and/or maintenance requests.

- L. **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 this Agreement or the Purchase Price unless the personal property is specifically described in this 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 Purchase Agreement. Neither Seller, nor any of its auctioneers, brokers, representatives or agents, nor any of their respective representatives, agents or assigns make 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 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 he/she/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, rules and regulations.
- M. **POSSESSION.** Seller shall deliver possession of the Property to Buyer at the Close of Escrow and funding of the transaction contemplated herein, provided, however, that the delivery of possession shall be subject to the rights of any Occupants or Claimants and any right of redemption or similar legal right in the former owner, its successors and assigns. Other than the rights granted to Buyer in this Agreement, Buyer shall have no further right to access or inspect the Property prior to the Close of Escrow. The delivery of possession of the Property shall be subject to the rights of any tenants or parties in possession per **Section 9I** hereinabove. If Buyer alters the Property, or causes the Property to be altered, in any way and/or occupies the Property, or allows any other person to occupy the Property, prior to the Close of Escrow and funding of the transaction without the prior written consent of Seller, then: (A) Such event shall constitute a material default by Buyer under this Agreement; (B) Seller may terminate the Agreement; (C) Buyer shall be liable to Seller for all Claims caused by any such alteration or occupation of the Property prior to, or continuing after, the termination of this Agreement; and (D) Buyer waives all Claims that Buyer may have with respect to any improvements made by Buyer to the Property including, but not limited to, any Claims for unjust enrichment.
- (1) **KEYS AND REMOTES.** At the Close of Escrow, Seller shall provide Buyer with a key to the front door of the Property (to the extent in Seller's possession). Except for the requirement in the preceding sentence, Seller shall have no obligation to provide Buyer with any and all keys, including garage door keys, pool keys, security keys, and mail box keys and, if not provided, Buyer shall obtain same at Buyer's sole cost and expense. All remote control devices must also be obtained by Buyer at Buyer's sole cost and expense.

10. **"AS IS WHERE IS, WITH ALL FAULTS AND LIMITATIONS" SALE.** 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, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE, INCLUDING, WITHOUT LIMITATION, ALL EXISTING CONDITIONS, IF ANY, OF LEAD PAINT, MOLD, RADON OR OTHER ENVIRONMENTAL OR HEALTH HAZARDS ("ENVIRONMENTAL MATTERS"). BUYER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS AGENTS, BROKERS OR AUCTIONEERS ARE MAKING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, 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 SUITABILITY OF THE PROPERTY FOR ANY AND ALL PURPOSES, ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY, OR ITS OPERATION WITH, ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE

FUTURE; (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, (J) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (K) THE CONFORMITY OF ANY IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO BUYER, (L) THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS, (M) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON, (N) WHETHER THE PROPERTY IS LOCATED IN A HISTORIC PRESERVATION DISTRICT OR SUBJECT TO SPECIAL REGULATIONS RELATED TO HISTORIC PRESERVATION, OR (O) WHETHER THE PROPERTY IS LOCATED IN A SPECIAL STUDIES ZONE UNDER THE PUBLIC RESOURCES CODE OR A SEISMIC HAZARDS ZONE OR A STATE RESPONSIBILITY AREA, OR A SPECIAL FLOOD HAZARD ZONE OR FLOOD PLAIN, OR IN THE PRESENCE OF WETLANDS OR SHORELAND.

BUYER ACKNOWLEDGES THAT THE PROPERTY MAY NOT BE IN COMPLIANCE WITH APPLICABLE ZONING, BUILDING, HEALTH OR OTHER LAW, ORDINANCES, STATUTES OR CODES, AND NEITHER SELLER NOR ANY PERSON ACTING AS SELLER'S REPRESENTATIVE OR AGENT HAS OCCUPIED THE PROPERTY AND, THEREFORE, THE PROPERTY MAY NOT BE IN HABITABLE CONDITION.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY REPRESENTATIONS REGARDING THE VALUE OF THE PROPERTY, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, WITH ANY ENVIRONMENTAL MATTER OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AND ANY OTHER STATE, FEDERAL OR LOCAL ENVIRONMENTAL LAWS AND REGULATIONS APPLICABLE TO THE PROPERTY, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY ADJACENT OR NEARBY PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER AND ANY OTHER STATE, FEDERAL OR LOCAL ENVIRONMENTAL LAWS AND REGULATIONS APPLICABLE TO THE PROPERTY.

UPON CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT, SELLER AND ITS REPRESENTATIVES, BROKERS, AGENTS, AUCTIONEERS, SUCCESSORS AND ASSIGNS HAVE NO FURTHER RESPONSIBILITY, OBLIGATION OR LIABILITY TO BUYER. BUYER AGREES THAT SELLER AND ITS REPRESENTATIVES, BROKERS, AGENTS, AUCTIONEERS, SUCCESSORS AND ASSIGNS SHALL HAVE NO LIABILITY FOR ANY CLAIM OR LOSSES BUYER OR BUYER'S HEIRS, SUCCESSORS AND ASSIGNS MAY INCUR AS A RESULT OF DEFECTS THAT MAY NOW, OR MAY HEREAFTER, EXIST WITH RESPECT TO THE PROPERTY, AND BUYER SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEERS, BROKERS, AGENTS SUCCESSORS AND ASSIGNS FROM ANY SUCH CLAIM. THE OBLIGATIONS AND AGREEMENTS OF BUYER UNDER THIS SECTION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE EARLIER TERMINATION OF THIS AGREEMENT.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASE SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEERS, BROKERS, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEERS, BROKERS, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, WHETHER ADMINISTRATIVE OR JUDICIAL, LOSSES, COSTS (INCLUDING ANY AND ALL REASONABLE ATTORNEYS' FEES, COURT COSTS, AND REASONABLE COSTS OF INVESTIGATION, LITIGATION, AND SETTLEMENT), EXPENSES, SANCTIONS, CURTAILMENTS, INTEREST, LIABILITIES, PENALTIES, FINES, DEMANDS, EXPENSES, LIENS, JUDGMENTS, COMPENSATION, FEES, LOSS OF PROFITS, INJURIES, DEATH, AND/OR DAMAGES, OF ANY KIND WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, JOINT OR SEVERAL, CRIMINAL OR CIVIL, OR IN LAW OR IN EQUITY ('CLAIMS') ARISING FROM OR RELATING TO THE PROPERTY, BUYER'S BREACH OF OR FAILURE TO COMPLY FULLY WITH ANY PROVISION IN THIS AGREEMENT, INSPECTIONS OR REPAIRS MADE BY BUYER OR HIS/HER/ITS AGENTS, REPRESENTATIVES, BROKERS, EMPLOYEES, CONTRACTORS, SUCCESSORS OR ASSIGNS, THE IMPOSITION OF ANY FINE OR PENALTY IMPOSED BY ANY GOVERNMENTAL ENTITY RESULTING FROM BUYER'S FAILURE TO TIMELY OBTAIN ANY CERTIFICATE OF OCCUPANCY OR ANY OTHER REQUIRED CERTIFICATE OR PERMIT, OR TO COMPLY WITH EQUIVALENT LAWS AND REGULATIONS, CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS,



INCLUDING, WITHOUT LIMITATION, THE VALUE OF THE PROPERTY, ENVIRONMENTAL MATTERS AFFECTING THE PROPERTY, OR ANY PORTION THEREOF, OR THE USE, RELEASE OR DISPOSAL ON, IN OR UNDER THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AND THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING. 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.

THE OBLIGATIONS AND AGREEMENTS OF BUYER UNDER THIS SECTION 9 SHALL SURVIVE CLOSING OR THE EARLIER TERMINATION OF THIS AGREEMENT. THIS MEANS THAT THE TERMS OF THIS SECTION 9 WILL CONTINUE TO HAVE LEGAL EFFECT EVEN AFTER CLOSING OR ANY OTHER TERMINATION OF THIS AGREEMENT.

11. **CONVEYANCE OF TITLE.** Seller's right, title and interest to the Property, if any, shall be conveyed to Buyer by Quitclaim Deed or in a form acceptable to Seller in Seller's sole and absolute discretion. Seller shall be under no obligation to (A) remove any title exception, (B) bring any action or proceeding or bear any expense in order to enable Seller to convey title to the Property in accordance with this Agreement or (C) otherwise make the title to the Property insurable. Any attempt by Seller to remove such title exceptions shall not impose an obligation upon Seller to remove such exceptions. Buyer acknowledges that Seller's title to the Property may be subject to court approval of foreclosure or to a mortgagor's right of redemption. **IF, FOR ANY REASON, SELLER DETERMINES, IN ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT AND DEEM THIS AGREEMENT NULL AND VOID, IF REQUIRED BY APPLICABLE LAW, AND/OR IF REQUIRED BY ANY EXISTING CONTRACT OR AGREEMENT BINDING UPON SELLER AND/OR THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AGREEMENTS WITH THE PRIOR OWNER OF THE PROPERTY, ANY MORTGAGE INSURER OR ANY MORTGAGE BROKER, THEN SELLER MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO BUYER AND THE ESCROW/CLOSING AGENT. SUCH RIGHT TO TERMINATE THIS AGREEMENT SHALL BE AN UNLIMITED RIGHT TO TERMINATE. IN SUCH EVENT, THE ESCROW/CLOSING AGENT SHALL RETURN TO BUYER (AS BUYER'S SOLE AND EXCLUSIVE REMEDY) THE EARNEST MONEY DEPOSIT. UPON RETURN OF THE EARNEST MONEY DEPOSIT AS PROVIDED IN THIS SECTION, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL BE RELEASED FROM ANY FURTHER OBLIGATION, RESPONSIBILITY AND LIABILITY, EACH TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. BUYER GRANTS SELLER THE UNILATERAL RIGHT TO EXECUTE TERMINATION INSTRUCTIONS IN THE EVENT THAT SELLER ELECTS TO TERMINATE THIS AGREEMENT.**

BUYER'S INITIALS:  / \_\_\_\_\_

12. **COSTS AND PRORATIONS.**

A. **PRORATIONS.** Seller shall pay (i) unpaid assessments by Condominium and Homeowner's Associations which accrued or came due prior to Close of Escrow 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 Close of Escrow, and (iii) utility or municipal liens secured by the Property which accrued prior to Close of Escrow. Seller shall notify Buyer in the event a Condominium or Homeowner's Association demands an amount which exceeds 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 12(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 CLOSE OF ESCROW. Payment of special assessment district bonds and assessments, and payments of homeowner's associations or condominium association special assessments shall be paid current with payments not yet due and owing to be assumed by Buyer without credit toward the Purchase Price. If the regular homeowner association dues were paid prior to the date of the Close of Escrow for a period of time subsequent to such date, then Buyer shall pay to Seller that portion of the assessment attributable to the period of time after the date of the Close of Escrow. Any homeowner's association or condominium association transfer fees or document fees payable in connection with the sale of the Property from Seller to Buyer shall be paid by Buyer. 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 the Close of Escrow.

B. **SELLER'S EXPENSES.** Seller shall pay Seller's share of prorations under **Section 12A** above and any other fees or taxes that may be imposed upon Seller and that Seller is required to pay pursuant

to Texas law. Except as provided herein, 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, assessments or fees after Closing, and Buyer, as current owner of the Property, receives the payment, Buyer will immediately submit the refund to Seller. The Escrow/Closing Agent is hereby authorized to pay from Seller's proceeds Seller's expenses set forth in this **Section**.

- C. **BUYER'S EXPENSES.** To the fullest extent permissible by applicable law, Buyer shall pay, notwithstanding state or local custom, all costs of credit reports, , any Texas documentary stamp taxes or other documentary transfer tax or deed tax that may be imposed upon sellers and/or buyers of Texas real property pursuant to Texas law, , tax service fees, recordation fees for the Deed, Buyer's share of prorations under **Section 12A** above, and first month's condominium/ homeowner's association membership fees and assessments, if any, all escrow fees and charges, unless otherwise required by law or agreed to in writing by Seller, and other closing costs of Buyer. To the fullest extent permissible by applicable law, all other costs and expenses, including any cost, expense or transfer tax imposed by any state or local entity not otherwise addressed herein, shall be paid by Buyer. Buyer authorizes the Escrow/Closing Agent to debit Buyer's account in the amount of twenty dollars (\$20.00) at Closing in the event Buyer fails to deposit with the Escrow/Closing Agent a change of ownership statement, if and to the extent any such statement is required. The foregoing costs and expenses shall be paid by the Escrow/Closing Agent on Buyer's behalf from funds deposited into Escrow by Buyer.
- D. **PRE-CLOSING EXPENSES.** Buyer and Seller are aware that the Escrow/Closing Agent may incur certain expenses during the course of processing this transaction which must be paid prior to the Close of Escrow. Such costs may include, but are not limited to, demand request fees, common interest community, unit owner's, condominium or homeowner association document fees, courier fees, overnight mail service and City building and/or inspection reports, if applicable; it is understood and agreed that BUYER SHALL DEPOSIT IN ESCROW THE AMOUNT OF ANY AND ALL SUCH CLOSING COSTS UPON REQUEST BY THE ESCROW/CLOSING AGENT. The Escrow/Closing Agent is authorized and instructed to release funds for the payment of such costs prior to the Closing Date from the funds deposited into Escrow by Buyer. Buyer and Seller acknowledge that these funds are not refundable and the Escrow/Closing Agent is specifically released from all responsibility and/or liability for payment of any funds pre-released through Escrow.
- 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 of the terms and conditions of this Agreement. To the fullest extent permissible by applicable law, 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 other charges not readily obtainable from a title search prior to Closing. IF AT ANY TIME AFTER CLOSING, BUYER OR HIS/HER/ITS ASSIGNS OBTAINS ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS ASSOCIATED WITH THE PROPERTY THAT WERE NOT OF RECORD AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, CODE VIOLATIONS, TAXES, FEES, CHARGES, UTILITY LIENS, OR HOMEOWNER ASSOCIATION OR CONDOMINIUM ASSESSMENTS, BUYER SHALL SOLELY BE RESPONSIBLE FOR THEIR PAYMENT AND SATISFACTION AND TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER HEREBY RELEASES SELLER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AUCTIONEERS, BROKERS AGENTS, SUCCESSORS AND ASSIGNS OF ANY AND ALL LIABILITY IN CONNECTION THERETO, REGARDLESS 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, ASSESSMENTS, OR JUDGMENTS. Buyer is responsible for verifying any possible liens, judgments, or assessments that may not be of record and hereby releases Seller from any and all liability related to any such liens, judgments or assessments. Notwithstanding anything to the contrary in this Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, including paragraphs A, B, C and D under this **Section 12**, shall survive Closing, funding and the delivery of the Deed, or termination of this Agreement by any party, and continue in full force and effect.

13. **DEFAULT AND REMEDIES.** By initialing below, Buyer and Seller elect for this entire **Section** to apply:

- A. **BUYER DEFAULT. BUYER AND SELLER AGREE THAT IF BUYER FAILS TO PURCHASE THE PROPERTY FROM SELLER BY REASON OF ANY DEFAULT OF BUYER, AS DETERMINED BY**

SELLER IN ITS SOLE DISCRETION: (1) SELLER SHALL BE RELEASED FROM ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, AND (2) 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 AND, THEREFORE, THE PARTIES AGREE THAT SELLER SHALL RETAIN AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND AS A REASONABLE PRE-ESTIMATE OF SELLER'S ACTUAL DAMAGES FOR BUYER'S BREACH OF THIS AGREEMENT, AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT, (PROVIDED, HOWEVER, THE AMOUNT RETAINED SHALL BE NO MORE THAN FIVE PERCENT (5%) OF THE PURCHASE PRICE; ANY AMOUNT IN EXCESS OF FIVE PERCENT (5%) SHALL BE PROMPTLY RETURNED TO BUYER). NOTWITHSTANDING ALL OF THE FOREGOING, SELLER RETAINS THE RIGHT TO PROCEED AGAINST BUYER FOR ENFORCEMENT OF BUYER'S INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL BUYER HAVE THE RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT.

- B. **SELLER DEFAULT.** BUYER AND SELLER AGREE THAT IF SELLER IS UNABLE TO PERFORM AS REQUIRED BY THIS AGREEMENT, THEN THIS AGREEMENT MAY BE TERMINATED UPON SELLER'S WRITTEN NOTICE TO BUYER. IN SUCH EVENT, BUYER'S EARNEST MONEY DEPOSIT SHALL BE RETURNED TO BUYER; SUCH RETURN OF BUYER'S EARNEST MONEY DEPOSIT SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY IN SUCH EVENT. IN NO EVENT SHALL BUYER HAVE THE RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT.
- C. **WAIVER OF SPECIFIC PERFORMANCE REMEDY.** AS A MATERIAL PART OF THE CONSIDERATION TO BE PAID OR RECEIVED BY SELLER OR BUYER UNDER 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 ACTION AGAINST THE PROPERTY IF A DISPUTE ARISES CONCERNING THIS AGREEMENT. BUYER AGREES THAT THE PROPERTY IS NOT UNIQUE AND THAT IN THE EVENT OF SELLER'S DEFAULT OR MATERIAL BREACH OF THIS AGREEMENT, BUYER CAN BE ADEQUATELY AND FAIRLY COMPENSATED SOLELY BY RECEIVING A RETURN OF THE EARNEST MONEY DEPOSIT. UPON RETURN OF THE EARNEST MONEY DEPOSIT, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER HEREBY IRREVOCABLY INSTRUCT THE ESCROW/CLOSING AGENT TO RETURN ALL FUNDS AND DOCUMENTS TO THE PARTY THAT DEPOSITED SAME WITHOUT FURTHER DIRECTION. IN NO EVENT SHALL BUYER HAVE THE RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT.
- D. BUYER ACKNOWLEDGES AND AGREES AND CONFIRMS TO THE ESCROW/CLOSING AGENT THAT BY SIGNING THIS AGREEMENT, SELLER SHALL HAVE THE RIGHT TO RETAIN OR SEEK THE RELEASE OF THE EARNEST MONEY DEPOSIT AND THE EXTENSION FEE, IF ANY, UNDER THIS SECTION 13, OR TERMINATE THIS AGREEMENT PURSUANT TO SECTIONS 7 OR 11, WITHOUT ANY FURTHER ACTION, CONSENT OR DOCUMENT FROM BUYER.

SELLER'S INITIALS \_\_\_\_/\_\_\_\_

BUYER'S INITIALS mk/\_\_\_\_

14. **DISPUTE RESOLUTION.**

- A. **MEDIATION.** UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, AT THE AGREEMENT OF SELLER AND BUYER ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FIRST SUBMITTED TO MEDIATION BEFORE RESORTING TO OR INITIATING ARBITRATION OR COURT ACTION. MEDIATION FEES SHALL BE DIVIDED EQUALLY BETWEEN BUYER AND SELLER AND EACH PARTY SHALL BEAR HIS/HER/ITS OWN ATTORNEY'S FEES AND COSTS. NEITHER PARTY MAY REQUIRE BINDING ARBITRATION PRIOR TO COMMENCEMENT OF COURT ACTION, ALTHOUGH THE PARTIES MAY VOLUNTARILY MUTUALLY AGREE TO SUCH ARBITRATION BY INITIALING THIS SECTION AS SET FORTH BELOW.
- B. **ARBITRATION OF DISPUTES.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER AND SELLER AGREE THAT ANY DISPUTE OR CLAIM IN LAW OR EQUITY ARISING BETWEEN THEM OUT OF THIS AGREEMENT SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION HELD IN DENTON COUNTY, TEXAS, WITH AND UNDER THE

DISPUTE RESOLUTION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). IN ADDITION, ANY DISPUTE ARISING OUT OF THIS AGREEMENT, INCLUDING ITS INTERPRETATION, ENFORCEABILITY, AND THE ARBITRABILITY OF DISPUTES BETWEEN THE PARTIES WILL BE DECIDED BY THE ARBITRATOR. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

SUBJECT TO SECTION 14A ABOVE, BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL BINDING ARBITRATION AS PROVIDED BY TEXAS LAW AND ARE GIVING UP ANY RIGHTS BUYER AND SELLER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE TEXAS LAW. BUYER'S AND SELLER'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

- C. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS "DISPUTE RESOLUTION" PROVISION TO NEUTRAL BINDING ARBITRATION.

SELLER'S INITIALS \_\_\_\_/\_\_\_\_

BUYER'S INITIALS mk/\_\_\_\_

15. **RISK OF LOSS.** If any material portion of the Property is damaged or destroyed prior to Closing, as determined by Seller in its sole discretion, Seller shall give Buyer written notice thereof. Buyer shall have the option, exercisable within five (5) Business Days after receipt of such written notice, to either (a) terminate this Agreement, or (b) consummate this Agreement in accordance with its terms. In any event, Seller shall not be deemed to be in default under this Agreement as a result of such damage or destruction. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within five (5) Business Days after receipt of Seller's written notice of material damage. Notwithstanding the foregoing, any termination notice given by Buyer under this **Section** shall be rendered ineffective if, within five (5) Business Days after Seller's receipt of such written notice, Seller delivers to Buyer Seller's written agreement to repair, at Seller's sole cost and expense, all such damage. In such event the Closing Date shall be deemed automatically extended to the third (3<sup>rd</sup>) Business Day following Seller's completion of such repair. Buyer shall not be entitled to any insurance proceeds or obtain any rights with respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property.

16. **JOINT CLOSING INSTRUCTIONS TO ESCROW/CLOSING AGENT.** The applicable portions of this Agreement constitute the joint closing instructions of Buyer and Seller to the Escrow/Closing Agent, which the Escrow/Closing Agent is to use along with any related additional closing instructions as referred to in **Section 7** above, general provisions and/or any mutual instructions provided by Buyer and Seller to close the transaction contemplated by this Agreement.

17. **MISCELLANEOUS MATTERS.**

- A. **ASSIGNMENT OF BUYER'S INTEREST.** Buyer may not assign or record his, her, their and/or its right, title or interest in this transaction without the express prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller.
- B. **MULTIPLE LISTING SERVICE.** Where applicable, if Seller's or Buyer's broker is a participant of an Association/Board multiple listing service ("**MLS**"), such broker is authorized to report the sale, its price, terms, and financing for the publication, dissemination, information and use of the MLS, its parent entity, authorized members, participants and subscribers.
- C. **TITLES, HEADINGS, AND CAPTIONS.** All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.



- D. **OTHER AGREEMENTS.** This Agreement and any exhibits, addenda and disclosures attached hereto constitute the entire agreement between Buyer and Seller concerning the subject matter hereof and there are no oral or other written agreements between Buyer and Seller. All negotiations are merged into this Agreement. This Agreement shall not be modified or amended except by an instrument in writing signed by Buyer and Seller. No oral promises, representations (express or implied), warranties or agreements made by Seller, Seller's brokers, agents or auctioneers shall be deemed valid or binding upon Seller unless expressly included in this Agreement.
- E. **ATTORNEYS' FEES.** In any action, proceeding or arbitration arising out of this Agreement, the prevailing party (defined as the party who prevails as to a substantial part of the litigation or claim) shall be entitled to reasonable attorneys' fees and costs.
- F. **SEVERABILITY/INTERPRETATION.** In the event that any portion of this Agreement shall be determined to be invalid or unenforceable through a judicial, regulatory, or administrative proceeding, the same shall, to that extent, be deemed severable from this Agreement and the invalidity or unenforceability thereof shall not affect the validity and enforceability of the remaining portion of this Agreement. The remainder of this Agreement shall remain in full force and effect and shall be construed to fulfill the intention of the parties hereto. Buyer and Seller acknowledge that each party has reviewed this Agreement and has had adequate opportunity to consult legal counsel with respect thereto and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.
- G. **TIME IS OF THE ESSENCE.** Time is of the essence for the performance of each and every covenant of Buyer under this Agreement and the satisfaction of each and every condition imposed upon Buyer under this Agreement.
- H. **GOVERNING LAW AND VENUE.** To the fullest extent permissible under applicable law, all questions with respect to the construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Texas in the courts located in Denton County, Texas. The state and federal courts located in such county shall be proper forums for any legal controversy between the parties arising in connection with this Agreement, which courts shall be the exclusive forums for all such suits, actions or proceedings. The parties further irrevocably consent to the service of process in connection with any such controversy by the mailing by registered or certified mail, postage prepaid, at the respective addresses set forth in, or designated pursuant to, this Agreement.
- I. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this Agreement, any Addendum thereto or any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("***E-Sign Act***"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("***UETA***") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Buyer, the same as if it were physically executed, and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller or Seller's auctioneer(s).
- J. **FURTHER ASSURANCES.** The parties hereto hereby agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.
- K. **GENDER/NUMBER/REFERENCES TO SELLER.** Whenever the context indicates that such is the intent, words in the singular number shall include the plural and vice versa, and the masculine shall include the feminine and vice versa. Pronouns shall be deemed to refer to all genders. All provisions herein for the benefit of Seller shall be deemed to be for the benefit of Seller and all of Seller's agents

and sub-agents (including, without limitation, Seller's auctioneer(s), broker(s) or agent(s)) and each of their respective officers, directors, shareholders, employees, attorneys, representatives, affiliates and subsidiaries.

- L. **SURVIVAL OF INDEMNIFICATION/DEFENSE/HOLD HARMLESS.** Any indemnification, defense or hold harmless obligation of Buyer for the benefit of Seller in this Agreement shall survive Closing and/or termination of this Agreement.
- M. **EMINENT DOMAIN.** In the event that Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain, or shall be in the process of being taken on or before the Closing Date, either party may terminate this Agreement by providing written notice to the other party and the Escrow/Closing Agent, the Earnest Money Deposit shall be returned to Buyer upon the Escrow/Closing Agent's receipt of such termination notice and neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise specifically provided in this Agreement.
- N. **FORCE MAJEURE.** No party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, provided such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans, or other means, except as provided in **Section 15** of this Agreement.
- O. **FULL PERFORMANCE.** Seller's delivery of the Deed to the Property to the Escrow/Closing Agent shall be deemed to be full performance and discharge of all of Seller's obligations under this Agreement.
- P. **ADDITIONAL DOCUMENTS.** All parties signing this Agreement hereby acknowledge receipt of a copy of this Agreement and any exhibits, addenda and disclosures attached hereto.
- Q. **NOTICE.** This Agreement shall bind and inure to the benefit of the parties and their permitted assigns and successors in interest. All notices, approvals, and other communications contemplated, given, or required under this Agreement shall be in writing and shall be deemed given and received upon receipt if: (a) delivered personally; or (b) mailed by registered or certified mail return receipt requested, postage prepaid; and/or (c) sent by a nationally recognized overnight courier. Notice to Buyer shall be sent to the address set forth in **Section 1B** herein and to Seller as follows: Seller, c/o Xome Inc., Attn: General Counsel, 750 Highway 121 BYP, Suite 100, Lewisville, TX 75067, or to such other address or addresses as may from time to time be designated by either party by written notice to the other.
- R. **AUCTION/SALE PROCESS.** Neither Seller, nor Seller's brokers, agents or auctioneers is making any representation or warranty as to the manner in which the sale process will be managed. No obligation to sell shall be binding on Seller unless and until a written contract of sale or purchase agreement is signed and delivered by Seller. Seller may rescind any oral acceptance of a winning bid prior to the execution and delivery of this Agreement for any reason, including, but not limited to, the receipt of a subsequent higher bid or offer to purchase the Property, whether such higher bid or offer to purchase the Property was received pursuant to the auction terms and conditions, or otherwise.
- S. **PROHIBITED PERSONS AND TRANSACTIONS.** Each party represents and warrants to the other that neither it, nor any of its affiliates, nor any of their members, directors or other equity owners (excluding holders of publicly traded shares), and none of their principal officers and employees: (i) is listed as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control ("**OFAC**"); (ii) is a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations or any other statute or executive order (including the September 24, 2001 "Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"); and/or (iii) is engaged in prohibited dealings or transactions with any such persons or entities.
- T. **AUTHORITY TO EXECUTE.** If Buyer is a partnership, association, corporation, limited liability company or trust, the signatory hereto represents and warrants that he/she/it is duly authorized under applicable law to enter into this Agreement on behalf of such entity and that such entity is (1) duly

formed and in good standing in the state in which it incorporated and (2) in good standing and authorized to transact business in the state where the Property is located, having unabated powers to conduct its activities, including the power to contract.

U. **LEGALLY BINDING CONTRACT.** THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS HEREIN, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING THIS AGREEMENT. BUYER HAS BEEN ADVISED BY SELLER, SELLER'S AGENTS, BROKERS AND AUCTIONEERS TO SEEK LEGAL, FINANCIAL, CONSTRUCTION, AIR QUALITY, ENVIRONMENTAL AND/OR PROFESSIONAL OPINIONS BY QUALIFIED PROFESSIONALS REGARDING BUYER'S PURCHASE OF THE PROPERTY AND THE TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER REPRESENTS AND WARRANTS THAT HE/SHE/IT HAS CONSULTED WITH, HAD THE OPPORTUNITY TO CONSULT WITH OR WAIVED THE RIGHT TO CONSULT WITH LEGAL OR OTHER PROFESSIONALS BUYER DEEMS NECESSARY.

V. **LANGUAGE IN BOLD OR CAPITALIZED.** FOR EMPHASIS AND BUYER'S BENEFIT, SOME PROVISIONS HAVE BEEN BOLDDED AND/OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION IN THIS AGREEMENT IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS AGREEMENT SHALL NOT AFFECT THE ENFORCEABILITY OF ANY TERMS OR PROVISIONS.

[SIGNATURE PAGE FOLLOWS]

Dated: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 07/28/2018

**BUYER(S):**

*Mahmoud Khader*

\_\_\_\_\_  
SIGNATURE

Real Estate Solid Solutions LLC

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

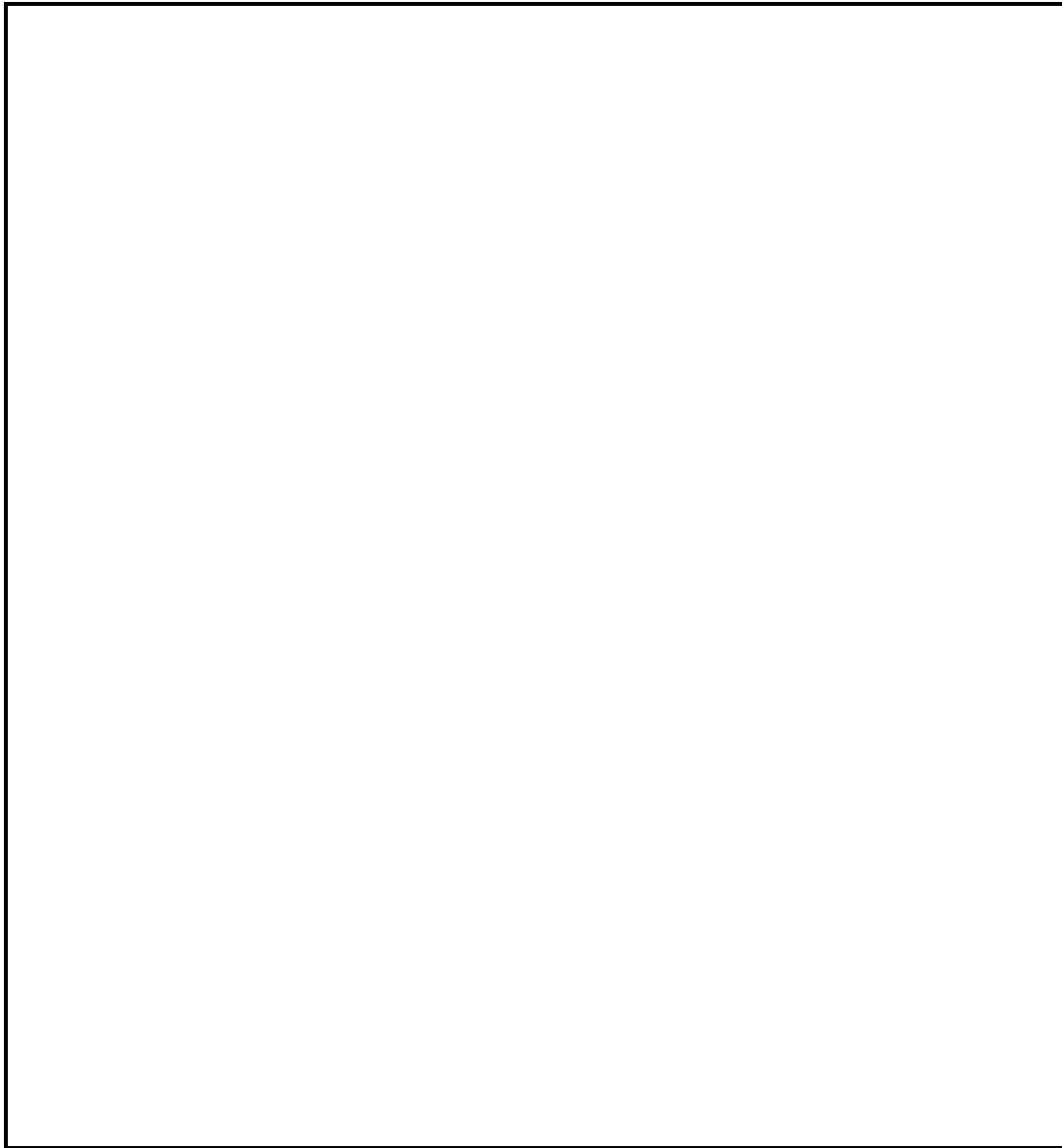
**ESCROW/CLOSING AGENT ACKNOWLEDGEMENT:**

The Escrow/Closing Agent acknowledges receipt of a copy of this Agreement and the Earnest Money Deposit in the amount of \$ 4830.00 \_\_\_\_\_ and agrees to act as the Escrow/Closing Agent subject to the terms and conditions of this Agreement, the terms of the Escrow/Closing Agent's general provisions set forth in Exhibit C, if any, and any supplemental Escrow instructions agreed upon by the parties.

By: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**



**SELLER'S INITIALS** \_\_\_\_/\_\_\_\_

**BUYER'S INITIALS** *mk* \_\_\_\_/\_\_\_\_

Exhibit A

Joint Purchase Agreement (TX) ☐  
Copyright ©2015 Xome Inc. and its affiliates. All Rights Reserved.

## EXHIBIT B

### ADDITIONAL DISCLOSURES

Federal Lead Based Paint Disclosure (if pre-1978)  
Information About Brokerage Services  
Pamphlet: "Protect Your Family From Lead in Your Home"  
Notice to a Purchaser of Real Property in a Water District, if applicable  
Fair Housing Disclosure (SEE BELOW)  
Notice Regarding Predatory Offender Information (SEE BELOW)  
Texas Title Notices (SEE BELOW)  
Airport Noise (SEE BELOW)  
Environmental Hazards (SEE BELOW)  
Buyer Consent to Broker's Affiliation With Seller, if applicable (SEE BELOW)

**FAIR HOUSING ACT DISCLOSURE.** Under the Federal Fair Housing Act, it is illegal to discriminate in the rental or sale of housing on the basis of race, color, national origin, religion, sex, handicap, or familial status.

**NOTICE REGARDING PREDATORY OFFENDER INFORMATION.** Information regarding the predatory offender registry and persons registered with the Texas Department of Public Safety Crime Records Service pursuant to Chapter 62 of the Code of Criminal Procedure may be obtained by contacting local law enforcement offices in the community where the property is located or from the Texas Department of Public Safety Sex-Offender Registration/Crime Records Service at telephone: 512-424-2279 or the website at <https://records.txdps.state.tx.us/sexoffender/>.

#### Texas Title Notices:

- (1) **ABSTRACT OR TITLE POLICY:** Seller and Seller's broker hereby advise Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection. Inasmuch as this Agreement prescribes that Buyer may obtain, at its own expense, an Owner's Policy, Seller and Seller's broker further advise Buyer to have the title commitment promptly reviewed by an attorney of Buyer's choice prior to purchasing the Property.
- (2) **DEED RESTRICTIONS:** Repeating the disclosure which is contained in *Section 9G* of this Agreement, Seller hereby advises Buyer to review carefully all deed restrictions and similar encumbrances affecting the Property that are indicated by the title commitment and Owner's Policy as acquired at the sole cost and expense of the Buyer. In this regard, and likewise repeating *Section 9G* of this Agreement, the parties further agree that if the Property is located in a city, county or other governmental unit which by law or ordinance requires a closing document listing all deed restrictions and/or similar encumbrances affecting the Property, then at Closing the parties shall execute, acknowledge and record the prescribed closing document.
- (3) **RESIDENTIAL PROPERTY ENCUMBERED BY LIEN:** Except as may be indicated in the title commitment and the Owner's Policy as acquired at the sole cost and expense of the Buyer, to the extent Seller is furnished a copy, Seller has no current actual knowledge that the Property is encumbered by a lien as contemplated in Section 5.016 of the Texas Property Code. Nevertheless, as a courtesy to Buyer, Seller hereby advises Buyer to review the title commitment and Owner's Policy carefully and to advise Seller if, in Buyer's opinion, the title commitment or Owner's Policy show that the Property is encumbered by a lien as contemplated in Section 5.016 of the Texas Property Code. In such event, Seller will work with Buyer to obtain the information regarding such lien, as is contemplated in Section 5.016 of the Texas Property Code.
- (4) **MANDATORY OWNERS' ASSOCIATION MEMBERSHIP:** If the Property is subject to mandatory membership in an owners' association, Seller notifies Buyer that under Section 5.012 of the Texas Property Code, as a purchaser of property in the residential community in which the Property is located, Buyer is obligated to be a member of the owners' association. In such event, it is likely that restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been, or will be, recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. **As a member of such association, you are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on, and the foreclosure of, the Property.** If Buyer is concerned about these matters, the Texas Real Estate Commission's promulgated "Addendum for Property Subject to Mandatory Membership in a Property Owner's Association" should be used.

Exhibit B-1

BUYER'S INITIALS uk / \_\_\_\_\_

- (5) **STATUTORY TAX DISTRICTS:** Except as may be indicated by a description of the Property and/or in the Owner's Policy as acquired by the Buyer at the Buyer's sole cost and expense and provided directly to the Seller, Seller has no current actual knowledge that the Property is located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services. In this regard, however, Seller hereby notifies Buyer as follows:

If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Section 49.452 of the Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district at or prior to Closing.

- (6) **TIDE WATERS:** Except as may be indicated by a description of the Property and/or in the Owner's Policy as acquired by the Buyer at the Buyer's sole cost and expense and provided directly to the Seller, Seller has no current actual knowledge that the Property abuts the tidally influenced waters of the State of Texas. In this regard, however, Seller hereby notifies Buyer as follows:

If the Property abuts the tidally influenced waters of the State of Texas, Section 33.135 of the Texas Natural Resources Code requires a notice from Seller to Buyer regarding coastal area property. If such notice is required, Seller provides Buyer the following **NOTICE REGARDING COASTAL AREA PROPERTY:**

(a) The Property described in and subject to this Agreement adjoins and shares a common boundary with the tidally influenced submerged lands of the state. The boundary is subject to change and can be determined accurately only by a survey on the ground made by a licensed state land surveyor in accordance with the original grant from the sovereign. The owner of the Property described in this Agreement may gain or lose portions of the tract because of changes in the boundary.

(b) Seller has no knowledge of any prior fill as it relates to the Property described in and subject to this Agreement.

(c) State law prohibits the use, encumbrance, construction, or placing of any structure in, on, or over state-owned submerged lands below the applicable tide line, without proper permission.

(d) Buyer is hereby advised to seek the advice of an attorney or other qualified person as to the legal nature and effect of the facts set forth in this notice on the Property described in and subject to this Agreement. Information regarding the location of the applicable tide line as to the Property described in and subject to this Agreement may be obtained from the surveying division of the General Land Office in Austin.

- (7) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller hereby notifies Buyer, as contemplated in Section 5.011 of the Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

- (8) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** If the Property is located in a certified water or sewer service area, Seller hereby notifies Buyer as follows, as is contemplated in Section 13.257 of the Texas Water Code: The Property that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the Property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to the Property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of this Agreement or at or prior to Closing.

- (9) **PUBLIC IMPROVEMENT DISTRICTS:** Except as may be indicated by a description of the Property and/or in the Owner's Policy, Seller has no current actual knowledge that the Property is located in a public improvement district. Nevertheless, as a courtesy to Buyer, Seller hereby notifies Buyer as follows: If the

Exhibit B-2

BUYER'S INITIALS mk



Property is located in a public improvement district, then as a purchaser of the Property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. As owner of the Property, your failure to pay the assessments could result in a lien on and the foreclosure of the Property.

- (10) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, Section 5.205 of the Texas Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (11) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** Except as may be indicated in the Owner's Policy, Seller has no current actual knowledge that the Property is located in a Texas Agricultural Development District. For additional information, Buyer is urged to contact the Texas Department of Agriculture.
- (12) **GULF INTRACOASTAL WATERWAY.** Except as may be indicated by a description of the Property and/or in the Owner's Policy as acquired at the sole cost and expense of the Buyer and as provided to Seller, Seller has no current actual knowledge that the Property is located in the Gulf Intracoastal Waterway (which is a coastal canal from Brownsville, Texas, to the Okeechobee waterway at Fort Myers, Florida, the Texas portion extending 426 miles, from Sabine Pass to the mouth of the Brownsville Ship Channel at Port Isabel) or seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. Nevertheless, as a courtesy to Buyer, Seller hereby gives Buyer the notice that is set out in Section 61.025 of the Texas Natural Resources Code for properties that are located within such prescribed area:

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS AGREEMENT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.
- BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.
- IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.
- AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.
- THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.

The Property described in this Agreement is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the Property is in close proximity to a beach fronting the Gulf of Mexico, Buyer is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Exhibit B-3

**BUYER'S INITIALS** uk /  
Page 3



Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.

Buyer is hereby notified that the Buyer should:

- (1) determine the rate of shoreline erosion in the vicinity of the real property; and
- (2) seek the advice of an attorney or other qualified person before executing this Agreement or instrument of conveyance as to the relevance of these statutes and facts relating to the value of the Property that Buyer is hereby purchasing or agreeing to purchase.

**SELLER**

\_\_\_\_\_  
SIGNATURE

By: \_\_\_\_\_

Title: \_\_\_\_\_

**BUYER(S)**

*Mahmoud Khader*

\_\_\_\_\_  
SIGNATURE

Real Estate Solid Solutions LLC

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

**AIRPORT NOISE.** Buyer(s) should investigate the impact of airport flight paths and the noise levels at different times of the day over the Property. For more information on airport noise, visit the Texas Department of Transportation.

**ENVIRONMENTAL HAZARDS.** With respect to the Property, Seller is not aware of a defect or hazard; however this does not mean that one does not exist. **It is Buyer's responsibility to be informed and take additional steps to further investigate.**

Some potential hazards that may be found in the state include:

- Radon ([www.epa.gov/radon](http://www.epa.gov/radon))
- Floods ([www.epa.gov/naturalevents/flooding.html](http://www.epa.gov/naturalevents/flooding.html))
- Methamphetamine Labs
- Wood-Burning Devices ([www.epa.gov/iaq/pubs/combust.html](http://www.epa.gov/iaq/pubs/combust.html))
- Underground Storage Tanks ([www.epa.gov](http://www.epa.gov))

- Well & Septic Systems (<http://water.epa.gov/infrastructure/septic/>)
- Contaminated Soils ([www.epa.gov/superfund/health/conmedia/soil/](http://www.epa.gov/superfund/health/conmedia/soil/))
- Groundwater (<http://water.epa.gov/drink/index.cfm>)

For more information on environmental hazards, visit [www.epa.gov](http://www.epa.gov).

**BUYER CONSENT TO BROKER'S AFFILIATION WITH SELLER (as applicable).** In providing brokerage services in this transaction, Xome Inc. is acting on behalf of Seller as Seller's agent. Buyer acknowledges that Seller may be an organization or business entity in which Xome Inc. is affiliated or has an interest. In the event that any such relationship exists with Seller, Buyer hereby provides Buyer's written acknowledgement and consent to such relationship, affiliation and interest.

BUYER'S INITIALS mk / \_\_\_\_\_

**EXHIBIT C**

**ADDITIONAL ESCROW INSTRUCTIONS**

Auction Item No. P1123SD

**LEAD-BASED PAINT / LEAD-BASED PAINT HAZARD  
DISCLOSURE AND ACKNOWLEDGMENT**

**LEAD WARNING STATEMENT**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase, at Purchaser's expense.

**SELLER'S DISCLOSURE** (Seller Initial both lines 1&2)

- \_\_\_\_ 1. Presence of lead-based paint and/or lead-based paint hazards (check one below):  
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_ 2. Records and reports available to the seller (check one below):  
☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): \_\_\_\_\_  
☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

**PURCHASER'S ACKNOWLEDGMENT** (Buyer Initial lines 3, 4 & 5)

- mk \_\_\_\_ 3. Purchaser has received copies of all information listed in 2 above, if any.
- mk \_\_\_\_ 4. Purchaser has received the pamphlet **Protect Your Family From Lead in Your Home**.
- mk \_\_\_\_ 5. Purchaser has (check one below):  
☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
☒ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**PURCHASER AGREES THEY ARE PURCHASING THE PROPERTY "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE PROPERTY. PURCHASER FURTHER AGREES THAT SELLER AND ITS SERVICERS, REPRESENTATIVES, AGENTS, BROKERS, AUCTIONEER, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER AND IT'S SERVICERS, REPRESENTATIVES, AGENTS, BROKERS, AUCTIONEERS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON, OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT ON OR ABOUT THE PROPERTY.**

**AGENT'S ACKNOWLEDGMENT**

6. Auctioneer, broker and/or Seller's Broker has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

_____ SELLER	_____ DATE	<u>Mahmoud Khader</u> _____ BUYER	<u>07/28/2018</u> _____ DATE
_____ SELLER	_____ DATE	_____ BUYER	_____ DATE

### Information About Brokerage Services

*This information has been approved by the Texas Real Estate Commission for voluntary use. Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers, and landlords.*

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

**IF THE BROKER REPRESENTS THE OWNER:** The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

**IF THE BROKER REPRESENTS THE BUYER:** The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

**IF THE BROKER ACTS AS AN INTERMEDIARY:** A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

1. shall treat all parties honestly;
2. may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
3. may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
4. may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under the Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

**If you choose to have a broker represent you,** you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

The real estate licensee asks that Buyer acknowledge receipt of this information for the licensee's records before proceeding with any transaction.

XOME INC. (Lic. # 9002330) represents Seller EXCLUSIVELY.

I have read this agency disclosure form IN ITS ENTIRETY. I understand that this form is for agency disclosure AND IS NOT A CONTRACT. It was provided to me by Xome Inc. who represents the Seller EXCLUSIVELY.

Mahmoud Khader  
Buyer's Signature

\_\_\_\_\_  
Buyer's Signature

Thursday, July 26, 2018

Real Estate Solid Solutions LLC

Proof of funds

