

AS-IS CONTRACT FOR SALE AND PURCHASE

{HELLO}

{EARNEST_DEPOSIT}

{TEST}

THIS AGREEMENT is made this 16th day of November, 2023, by and between
{SELLER}

("Seller") and {BUYER} _____ ("Buyer"), or assigns. The parties agree that Seller shall sell and Buyer shall buy the following described Real Property ("Property") pursuant to the terms and conditions of this Contract and any addenda ("Agreement").

PROPERTY DESCRIPTION.

Street address, city, state, zip {ADDRESS},{CITY},{STATE},{ZIP}

Legal Description :

Located in {COUNTY} County, {STATE} _____, together with all existing improvements and fixtures, including built-in appliances, built-in furnishings, window and floor coverings, screens, and blinds ("Real Property"), unless specifically excluded by this Agreement.

1. PURCHASE PRICE.

Buyer agrees to pay Seller ("Purchase Price"):

{OFFER}

Funds to be held in Escrow ("Deposit"):

{EARNEST_DEPOSIT}

Balance due at Closing (cash):

{OFFER}

2. ESCROW. {EARNEST_DEPOSIT} {EARNEST_DEPOSIT}

The Deposit shall be made payable, delivered to and held by the Escrow Agent: Empora title services

3. CLOSING.

Closing of this transaction shall occur on or before 12/20th/2023 ("Closing"), unless delayed by other provisions of this Agreement or modified by the parties in writing. Buyer shall be given sole possession of Property at closing. If the Property is not vacant, Buyer may extend closing until Seller delivers possession. Time is of the essence. Any personal property located on the property after Closing becomes the property of the Buyer.

4. CONDITION OF PROPERTY.

The Parties agree that the Property is being sold "As-Is" with all defects being at the sole risk of Buyer. Seller shall not be responsible for any

SELLER: _____

BUYER: MJ

repairs of any kind whatsoever. Seller does not warrant the condition of the Property or the improvements thereon. Seller shall maintain the property in its current condition until Closing except for normal wear and tear.

5. CLOSING COSTS.

a. Buyer shall pay: all closing costs, title insurance, title search, municipal lien search, inspections, survey, if any, and recording fees for deed

6. INSPECTIONS, MAINTENANCE AND ACCESS. Buyer shall have (12) business days from the Effective Date to perform inspections on the Property. Prior to the end of the Inspection period, if Buyer determines that the Property is not suitable for Buyer's use, Buyer may terminate this Agreement and Deposit will be returned in full, thereby releasing the parties from all further obligations under this.

7. ACCESS.

The risk of loss shall remain with the Seller until Closing. Seller will provide Buyer and its inspectors, contractors, appraisers and prospective partners and client's reasonable access to the Property.

8. TITLE EVIDENCE AND INSURANCE.

Buyer shall obtain a title commitment and owners policy from Escrow Agent, who shall also act as Title Agent and Closing Agent. Buyer shall notify Seller of any title defects. Closing may be delayed for up to thirty (30) days to clear title. If not cleared within the thirty (30) days, Buyer may terminate this Agreement, or Buyer may extend Agreement for the purposes of clearing title. In the event Buyer terminates this Agreement, Buyer shall be refunded the Deposit. Seller shall cooperate with clearing any title defects.

9. ASSIGNABILITY & NOVATION.

Buyer reserves the right to assign this agreement to a third-party purchaser, or to novate this agreement with a replacement agreement with a third-party purchaser, and in either such event, Seller shall cooperate fully, at Buyer's request, to transfer title to the Property directly to the third-party purchaser; provided, however, that Buyer shall

SELLER: _____

BUYER: MJ

be responsible for all additional transfer tax payable by Seller as a result of the assignment/novation.

10. DISCLOSURES.

Buyer is a private investment company that purchases real estate to make a profit and may be purchasing the Property for immediate re-sale. Seller consents to Buyer marketing Buyer's contract rights in any manner Buyer deems appropriate, including Marketing on the Multiple Listing Services. If Property includes pre-1978 residential housing, a lead-based paint disclosure shall be executed by the parties. Seller represents the Property is not subject to a lease and Seller shall deliver possession at Closing.

11. DEFAULT; ATTORNEY FEES/COSTS.

If Buyer fails to perform Buyer's obligations under this Agreement, Seller's sole remedy shall be forfeiture of the Deposit as liquidated damages and in full settlement of any and all claims, in which case the Parties will be relieved from any further liability under this Agreement. If Seller fails to perform Seller's obligations under this Agreement, including Closing, Buyer shall have all legal and equitable remedies, including the right to seek specific performance. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees. This Paragraph 11 shall survive Closing or termination of this Agreement.

12. MISCELLANEOUS PROVISIONS.

- a. This Agreement contains the full and complete understanding and agreements of Buyer and Seller. No modification or change to this Agreement shall be valid or binding upon Buyer or Seller unless in writing and executed by the Parties.
- b. This Agreement shall be construed in accordance with the laws of the State of {STATE}.
- c. The Effective Date is the date on which the last party initials or signs the latest offer.

SELLER: _____

BUYER: MJ

d. If Property is vacant, Seller agrees to provide Buyer with a key and access to the Property for the purposes outlined in this Agreement. Buyer shall not occupy Property prior to Closing.

e. Additional Terms:

BUYER: MJREALESTATESOLVES LLC

By: Mitsonky F Jecrois

Its: Managing Member

Date: 11/16/2023

SELLER 1:

Date:

SELLER: _____

BUYER: MJ