



NOTICE TO BUYER TO PERFORM No. _____
(C.A.R. Form NBP, Revised 6/24)

In accordance with the terms and conditions of the Purchase Agreement, or ☐ Other _____
_____, ("Agreement"), dated _____,
on property known as _____ ("Property"),
between _____ ("Buyer"),
and _____ ("Seller").
Buyer and Seller are referred to as the "Parties."

SELLER hereby gives Buyer notice to, as applicable, remove the specified contingencies and take the specified contractual action as follows (If for any contingency or contractual action selected, this NBP is delivered before the time permitted in the Agreement, the notice shall be void for only those specific contingencies or contractual actions, but this NBP shall be valid for all other contingencies and contractual actions selected. If "ALL CONTINGENCIES" is selected, this NBP shall be valid for all contingencies for which the Delivery of this notice is within the time permitted in the Agreement and void as to the others.):

I. Contingency

☐ **ALL CONTINGENCIES**

- A. ☐ Loan (Paragraph 8A)
- B. ☐ Appraisal (Paragraph 8B)
- C. ☐ Buyer Investigation (Paragraph 8C)
- D. ☐ Insurance (Paragraph 8D)
- E. ☐ Review of Seller Documents, including Disclosures and Reports (Paragraph 8E)
- F. ☐ Title: Preliminary Report (Paragraph 8F)
- G. ☐ Condominium/Planned Development Disclosures (HOA or OA) (Paragraph 8G)
- H. ☐ Buyer Review of Leased or Liened Items (Paragraph 8H)
- I. ☐ Entering into contract for Sale of Buyer's Property (C.A.R. Form COP, Paragraph 2A)
- J. ☐ Closing escrow on Buyer's Property (C.A.R. form COP, Paragraph 4)
- K. ☐ _____
- L. ☐ _____

II. Contractual Action

- M. ☐ Initial Deposit (Paragraph 3D(1), 5A(1))
- N. ☐ Delivery of Increased Deposit (Paragraph 3D(2), 5A(2))
- O. ☐ Delivery of Signed Liquidated Damage clause with Increased Deposit (Paragraph 5A(2), 29)
- P. ☐ Updated Lender Information (Paragraph 5C(3))
- Q. ☐ Notice of FHA/VA Requirements, if any (paragraph 5C(4))
- R. ☐ Verification of Funds (Paragraph 3H(1), 3H(2), 5B, 6A)
- S. ☐ Verification of Loan Application (Paragraph 3H(3), 6B)
- T. ☐ Assume or Accept Leases or Liens (paragraph 8G)
- U. ☐ Return of Statutory Disclosures (Paragraph 11A)
- V. ☐ Return of Lead Disclosures (Paragraph 11B)
- W. ☐ Return of Signed Fire Hardening and Defensible Space Advisory, Disclosure and Addendum (Paragraph 11C-D)
- X. ☐ Comply with Title's effort to comply with GTO (Paragraph 13E)
- Y. ☐ Assignee's Delivery of Preapproval/Prequalification (Paragraph 23)
- Z. ☐ Delivery of evidence of authority to act (Paragraphs 28 and 32B)
- AA. ☐ Escrow Evidence, Sale of Buyer's Property (C.A.R. Form COP, Paragraph 1C or 2B)
- BB. ☐ Evidence of Listing of Buyer's Property (C.A.R. Form COP, Paragraph 3C)
- CC. ☐ Evidence of Removal of Contingencies in Buyer's Property sale (C.A.R. Form COP, Paragraph 5B)
- DD. ☐ _____

NOTE: Paragraph numbers refer to the Residential Purchase Agreement (C.A.R. Form RPA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts may be different.

BUYER: If you do not remove the specified contingency(ies) (C.A.R. Forms CR or RR) and take the specified contractual actions indicated above within 2 (or ☐ _____ (no less than 2 Days as specified in the Agreement)) Days after Delivery of this Notice to Buyer to Perform, Seller may cancel the Agreement.

Seller _____ Date _____
Seller _____ Date _____

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