

## REAL PROPERTY SALE CONTRACT

BIDDER NO. \_\_\_\_\_

THIS REAL PROPERTY SALE CONTRACT ("Sale Contract") is made  
\_\_\_\_\_, 20\_\_\_\_, by and between  
\_\_\_\_\_, ("Seller"),  
represented in this sale by *United Country Real Estate – Arizona Property & Auction*, an  
Arizona broker with an address of 2473 S. Higley Rd, Ste #104-120, Gilbert, AZ 85295,  
AND, *The Larsen Company Real Estate and Auction*, an Arizona broker with an  
address of 224 W. 2<sup>nd</sup> St, Mesa, AZ 85201 and  
\_\_\_\_\_, ("Buyer").

NOW, THEREFORE, in consideration of the agreements and covenants herein,  
and other good and valuable consideration, the adequacy and receipt of which are  
acknowledged, the parties being duly authorized and empowered to execute this Sale  
Contract and intending to be legally bound agree as follows:

### **ARTICLE I – AGREEMENT TO PURCHASE**

Seller agrees to sell, and Buyer agrees to buy, pursuant to the terms herein, the  
real property described below ("Property"). The terms for the Auction ("Terms of  
Auction") are incorporated into this Sale Contract which defines the entire agreement  
between Seller and Buyer for the purchase and sale of the Property, whether by auction  
("Auction") or otherwise. The Terms of Auction complement this Sale Contract and may  
differ in some respects from it. In the event of any conflict between the Terms of  
Auction and this Sale Contract, the Sale Contract will control in all instances. In the  
event of a sale of the Property other than by Auction, Buyer is advised that the Terms of  
Auction are still incorporated into this Sale Contract to define the entire agreement  
between Seller and Buyer for the purchase and sale of the Property, and Buyer is  
advised to obtain, read, and fully understand the Terms of Auction before entering into  
this Sale Contract.

### **ARTICLE II – THE PROPERTY**

The Property is referred to as described in the legal description as shown in the  
title commitment attached herein "Exhibit A – The Property" ("Property"). Should Buyer  
elect to have a survey made of the Property and such survey indicates a greater or  
lesser number of acres or square footage, no adjustment will be made to the contract  
price.

### **ARTICLE III – TOTAL CONTRACT PRICE**

The Property's selling price and scheduled payments follows:

HIGH BID PRICE: \$ \_\_\_\_\_

ADD + \_\_.00 % BUYER'S PREMIUM + \$ \_\_\_\_\_

= TOTAL CONTRACT PRICE = \$ \_\_\_\_\_

LESS – EARNEST MONEY DEPOSIT - \$ \_\_\_\_\_

(check one \_\_\_\_ Bank Wire or \_\_\_\_ Check)

BALANCE OF TOTAL CONTRACT PRICE AT CLOSING = \$ \_\_\_\_\_

All payments must be made in U. S. Dollars. Buyer's earnest money deposit ("Earnest Money Deposit") will be paid to the Escrow Agent listed in paragraph XIV who will administer the deposit and conduct the closing of the sale of the Property ("Closing"). This is a cash sale which is not contingent upon any matter including, but not limited to, Buyer's ability to obtain financing for this purchase. The balance of the Total Contract Price owed by Buyer for the Property does not include Buyer's Closing costs, any costs associated with financing, any prepaid or prorated Closing charges, or taxes applicable to Buyer.

### **ARTICLE IV – DISCLAIMER**

As a material part of the consideration for this Agreement, Seller and Buyer agree that the Property is being sold **"AS IS, WHERE IS, WITH ALL FAULTS"** and with all burdens, circumstances, defects, faults, dangers, hazards, issues, material facts, problems, and other relevant matters, whether latent or patent, whether past, present, or future, and whether or not referenced herein, or in the Terms of Auction, and Buyer knowingly, voluntarily, unconditionally, and irrevocably waives, releases, and discharges Seller and Auctioneer/Broker from any claim that Buyer may otherwise have had with respect to the Property, the Auction, this Sale Contract, and the transaction contemplated. To the fullest extent allowed by law, Seller and Auctioneer/Broker conditionally disclaim any guarantee, representation, and warranty of every kind, whether expressed, implied, or statutory, whether oral or written, with respect to the Property, the surrounding area, the Auction, the Terms of Auction and all matters referenced therein (including, but not limited to, all matters referred to within this Article, plus the section on "Bidder and Property Information" included in the Terms of Auction), plus all other relevant matters, whether past, present, or future, and whether or not referenced herein, in the Terms of Auction, or elsewhere, except for limited warranties that may be given by Seller to Buyer in the deed of conveyance, or as expressly stated herein. Maps, depictions, and sketches included in the marketing material for the Auction are for illustration purposes only and neither Seller nor Auctioneer/Broker warrants or guarantees these materials or related information to be accurate or complete. Buyer acknowledges and agrees that it is Buyer's exclusive responsibility to

make and independently verify such factual, legal, and other inquiries, inspections, investigations, and studies as Buyer deems appropriate, desirable, and necessary with respect to the Property, the Auction, this Sale Contract, and this sale, all of which will be at Buyer's exclusive cost, and Seller and Auctioneer/Broker will have no liability whatsoever on any basis or in any amount. Buyer acknowledges and agrees that, in executing this Sale Contract and purchasing the Property, Buyer is not relying upon any agreement, covenant, guarantee, promise, representation, or warranty of any kind or character whatsoever that Seller and Auctioneer/Broker have disclaimed, nor is Buyer relying upon any assertion, brochure, claim, document, information, literature, map, projection, sketch, or statement of any kind with respect to the Property and any improvements thereon, including the surrounding area and all relevant circumstances, facts, issues, and matters, whether past, present, or future, whether expressed or implied, whether oral or written, whether material or immaterial, and whether given or made by, or on behalf of, Seller or Auctioneer/Broker. Instead, Buyer is relying solely upon Buyer's independent due diligence, inspection, investigation, and findings with respect to the Property, the surrounding area, the Auction, the Terms of Auction and all relevant matters whether past, present, or future, and whether or not referenced herein, in the Terms of Auction, or elsewhere. Seller and Auctioneer/Broker will not be liable to Buyer for any relief, including, but not limited to, adjustment, allowance, damages, reformation, or rescission, based upon the failure of the Property to conform to any specific condition, expectation, standard, or any third-party documents or information.

#### ***ARTICLE V – FIXTURES AND PERSONAL PROPERTY***

This sale includes all built-in appliances, cabinets, fixtures, carpet (attached wall-to-wall), installed systems (cooling, electrical, heating, lighting, mechanical, plumbing, and vacuum), drapery, outdoor statuary, and all other items and things permanently attached to the Property. No additional personal property will be conveyed with the sale of the real estate.

#### ***ARTICLE VI – DISCLOSURES***

Any disclosures made and information given by Seller and/or Auctioneer/Broker to Buyer regarding the Property and any improvements thereon, the surrounding area, and all circumstances, facts, issues, and other matters relevant to this sale are provided subject to the disclaimers stated herein. All disclosures, information, representations, and statements made or given are attributable solely to Seller and not Auctioneer/Broker, and these represent Seller's belief at the time this Sale Contract was drafted, but nothing is guaranteed or warranted to be accurate, complete, or correct. LEAD WARNING STATEMENT: In the event the Property includes any interest in residential real property built prior to 1978, federal law (42 U.S.C. 4852(d)) requires the following disclosure: " 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 buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.” A seller of an interest in such real property is required to provide a buyer with a lead hazard information pamphlet, disclose to the buyer the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide the buyer with any lead hazard evaluation report available to the seller, and permit the purchaser a 10-day period, unless the parties mutually agree upon a different period of time, to conduct a risk assessment or inspection for the presence of lead-based paint hazards. Buyer previously agreed to execute a “Lead-Based Paint Waiver” (“Waiver”), to be made part of this Sale Contract, fully waiving the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the Property, and Buyer has executed this “Waiver” and it is incorporated herein by reference. State law enforcement may maintain a database of known sex offenders who reside within the area. Information regarding sex offenders may be obtained by contacting local law enforcement authorities. Buyer relies exclusively upon Buyer’s own due diligence and inquiry into this issue and Buyer acknowledges having done all the research that Buyer desires to do or, in the alternative, Buyer waives the right to research this issue prior to entering into this Sale Contract. Mold is a naturally occurring microbe that can pose a health risk to people in certain circumstances, and particularly where concentrated, high levels exist in a living environment. If the Bidder/Purchaser is concerned or desires additional information, Bidder/Purchaser should consult an appropriate professional. Seller, Broker and the Auction Company specifically make no representations, guarantees, or warranties of any kind whatsoever regarding the present condition of the property, the future condition of the property, or anything regarding mold, mildew and the remediation process. Seller, Broker and the Auction Company fully and unconditionally disclaim any liability whatsoever for any action, arbitration, claim, cost, damage, deficiency, expense, loss, suit, or other demand of any kind related to the Property, these conditions, damages, problems, the remediation process, and all related issues. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to personnel who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. Buyer unconditionally and irrevocably acknowledges and agrees that Buyer has not relied upon Seller or Auctioneer/Broker for any information regarding this issue and Seller and Auctioneer/Broker are not required to provide any additional information regarding the proximity to the Property of registered sex offenders.

#### ***ARTICLE VII – EARNEST MONEY DEPOSIT***

Immediately upon the execution of this Sale Contract, Buyer a TEN-PERCENT (10%) Earnest Money Deposit to Escrow Agent to be held on deposit by Escrow Agent in a designated bank escrow account, insured by Federal Deposit Insurance Corporation, and Escrow Agent will administer the funds in accordance with this Sale Contract. This escrow account will be non-interest bearing, unless otherwise required

by law. The parties agree Escrow Agent will be relieved of all liability and held harmless by them so long as Escrow Agent holds the Earnest Money Deposit and makes any disbursement from it in accordance with this Sale Contract and the Escrow Agreement previously executed by Escrow Agent with Seller and Auctioneer/Broker. In the event of any controversy regarding the Earnest Money Deposit, Escrow Agent will not be required to take any action, but may await the result of any proceeding, or at Escrow Agent's discretion, interplead the Earnest Money Deposit into a court of competent jurisdiction for determination, and Escrow Agent will thereafter have no liability whatsoever on any basis and for any amount with regards to the Earnest Money Deposit and this Sale Contract.

#### **ARTICLE VIII – BUYER BROKER/BUYER AGENT INVOLVEMENT**

Buyer warrants that Buyer (check one) ... [ \_\_\_\_\_ ] is ... [ \_\_\_\_\_ ] is not] ... represented by a qualified, licensed, real estate broker or real estate agent ("Buyer Agent") in this transaction. If Buyer is represented by a Buyer Agent, the Buyer Agent's full name, firm, and address are:

Buyer-Agent Name: \_\_\_\_\_

Buyer-Agent Firm: \_\_\_\_\_

Buyer-Agent Address: \_\_\_\_\_

Buyer-Agent Phone/Email: \_\_\_\_\_

Buyer warrants not to have contacted or communicated with any real-estate agent or broker about the Property, other than Auctioneer/Broker and any Buyer Agent identified in the previous paragraph, and no other real-estate agent or broker was in any way instrumental in effecting this sale of the Property and there are no brokerage commissions, expenses, fees, or other sums due to any other real-estate agent or broker. Buyer agrees to hold Seller and Auctioneer/Broker harmless against any claim by any real-estate agent or broker not properly registered with and qualified by Auctioneer/Broker as a recognized Buyer Agent, and Buyer will indemnify Seller and Auctioneer/Broker against any action, arbitration, award, claim, cost, damage, deficiency, demand, expense, injury, judgment, liability, loss, or suit of every kind, including attorneys' fees and costs of defense, asserted by a real-estate agent or broker as a result of, or in relation to, the Auction, this Sale Contract, the transaction contemplated, or any related dealings involving Buyer, Seller, and/or Auctioneer/Broker. Buyer understands that upon Closing, Seller will pay Auctioneer/Broker a commission pursuant to the terms of a separate, written agreement.

#### **ARTICLE IX –BUYER-AGENT COMPENSATION**

A properly licensed broker or agent ("Buyer Agent") who timely registers and qualifies with Auctioneer/Broker in accordance with the terms of Buyer Agent Registration Form will be paid a commission by Seller at Closing, in accordance with the terms of this form, provided that both Buyer Agent and the Buyer that Buyer Agent

represents fulfill all requirements under the Terms of Auction, this Sale Contract, and this registration form. If for any reason Closing does not occur, including, but not limited to, the default of any party hereto, no commission will be due or paid to any Buyer Agent and Seller and Auctioneer/Broker will have no liability on any basis and for any amount.

#### **ARTICLE X – CASUALTY**

All risk of loss or damage to the Property will be borne exclusively by Seller until Closing. Immediately upon Closing, all risk of loss will be borne exclusively by Buyer. In the event the Property is, in the opinion of Seller, significantly damaged or destroyed by fire or other casualty after the execution of this Sale Contract and before Closing, Seller will have the option to restore the Property to its pre-casualty condition or cancel this Sale Contract, after giving written notice to Buyer of the option Seller selects. In the event Seller chooses to cancel this Sale Contract, the Earnest Money Deposit will be promptly and fully refunded and this will be a complete and final settlement with Buyer of all of Seller's obligations to Buyer herein, or otherwise relating to the Property and this sale. Should Seller desire to restore the Property to its precasualty condition, Seller will have one-hundred twenty (120) days, immediately following the date on which written notice is given to Buyer, to complete restoration. In the event Seller timely completes restoration, Seller will give written notice of this fact to Buyer and Closing will immediately occur. In the event Seller does not timely complete restoration, Buyer will have the option to give written notice to Seller of Buyer's intention to terminate this Sale Contract and Buyer's obligations herein will then be immediately ended and the Earnest Money Deposit will be promptly and fully refunded, together with any interest accrued thereon, if applicable, or Buyer may continue to seek performance from Seller under this Sale Contract.

#### **ARTICLE XI – SELLER'S BREACH**

If Seller defaults in the performance of any term or obligation herein and Closing does not timely occur as a result, Buyer will have the option to give Seller written notice of Buyer's intention to terminate this Sale Contract and Buyer's obligations herein will be immediately ended and the Earnest Money Deposit will be promptly and fully refunded, together with any interest accrued thereon, if applicable, or Buyer may have all rights allowed by law and in equity and pursuant to this Sale Contract, including the right to pursue a claim against Seller for specific performance of this Sale Contract, including Seller's payment of Buyer's reasonable attorneys' fees and costs. In no event will Auctioneer/Broker have any liability whatsoever on any basis and for any amount as a result of Seller's breach of this Sale Contract or other wrongful act or omission.

#### **ARTICLE XII – BUYER'S BREACH**

If Buyer defaults in the performance of any term or obligation herein and Closing does not timely occur as a result, Seller will give written notice to Buyer that the Earnest Money Deposit will be immediately forfeited to Seller and Auctioneer/Broker as reasonable liquidated damages and not as a penalty against Buyer. Seller and Auctioneer/Broker will equally split the Earnest Money Deposit between them and keep their respective shares. Buyer forever waives and releases any right to sue Seller,

Auctioneer/Broker, or Escrow Agent to recover the Earnest Money Deposit, or any part thereof, on the grounds that it is unreasonable in amount, or that its retention by Seller and Auctioneer/Broker is wrongful or a penalty not agreed upon by the parties as reasonable liquidated damages. If Buyer defaults in the performance of any term or other obligation herein and Closing does not timely occur as a result, Seller will have all rights allowed by law and in equity and pursuant to this Sale Contract, including the right to pursue a claim against Buyer for additional damages, specific performance of this Sale Contract, or cancellation of the sale, and including Buyer's payment of Seller's reasonable attorneys' fees and costs. In no event will Auctioneer/Broker have any liability whatsoever on any basis and for any amount as a result of Buyer's breach of this Sale Contract or other wrongful act or omission.

### **ARTICLE XIII – CONVEYANCE AND TITLE**

Seller will convey fee simple title to the Property to Buyer by general warranty deed, free and clear of all liens and encumbrances, except as specified in the "exceptions" of the title commitment, the Terms of Auction, this Sale Contract, and subject to all existing covenants, easements, restrictions, and matters of record. Buyer agrees to accept title to the Property subject to: (a) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey of the Property, (b) taxes and liens for taxes not yet due and payable, (c) easements for public utilities affecting the Property, (d) all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property; (e) rights and claims of any persons in possession, (f) all title exceptions referenced in the title commitment, (g) land-use laws, (h) applicable statutes, rules, and regulations, (i) zoning ordinances, and (j) all matters herein waived by Buyer (individually and collectively (a) through (j) are referred to as "Permitted Title Exceptions"). If prior to Closing a new defect in title is disclosed by an updated endorsement to the title commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Buyer may either waive such defect or give written notice of such to Seller and Escrow Agent not later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing, or decline to cure the defect. If Buyer has given written notice to Seller of a defect in title which Buyer does not waive, and Seller is unable or unwilling to cure the defect on or before Closing, this Sale Contract will be terminated without liability to either party and the Earnest Money Deposit will be promptly and fully refunded, together with any interest accrued thereon, if applicable, except that, upon written notice to Buyer, Seller will have the right, at Seller's sole election, to extend the date of Closing by up to sixty (60) days, but not longer, to allow time for Seller to attempt to cure any defect in title. Seller will not voluntarily create or cause any lien or other encumbrance to attach to the Property between the date this Sale Contract is made and Closing.

## ARTICLE XIV – CLOSING

Closing will be conducted at the office of:

Escrow Company: \_\_\_\_\_

Escrow Officer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Buyer will be responsible for contacting the Escrow/Closing Agent to schedule a definite Closing date and time.**

The Closing Date is: \_\_\_\_\_

At closing, Seller shall deliver to Buyer the deed provided for herein to convey title to the Property to Buyer, and Buyer shall pay to Seller the balance of the purchase price owed in cash or by confirmed bank wire transfer of funds. Seller shall solely pay the costs for preparing the deed and all other legal documents needed to convey title to the Property to Buyer, including the costs to record the release of every encumbrance, if any, against the Property, one-half of the closing fees, the premium for the owner's policy of title insurance with Pioneer Title Agency, plus Seller's attorney's fees. Buyer shall solely pay the costs for recording the deed, one-half of the closing fees, and all other closing, financing, and sale costs, as applicable, plus Buyer's attorney's fees. Seller and Buyer will cooperate with the transfers of: (1) the registrations of any registered wells, (2) any on-site wastewater treatment facility(ies). Transfers of such will be handled through escrow and any applicable fees for such transfers will be incurred by the Buyer at Closing. The current year's assessments and any special assessments, association dues and fees, current year's *ad valorem* taxes, insurance, interest, rents, and all similar items applicable will be prorated between Seller and Buyer to the Closing Date, with Buyer being responsible for the day of Closing. ***Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership, use of property, or property improvements triggers reassessments of the property that could result in higher property taxes. If Buyer has questions concerning valuation, Buyer should contact the county property assessor's office for information.*** Should any additional assessments, other costs, or taxes be levied or charged as a result of any change of use of the Property attributable to Buyer, such amounts will be the exclusive responsibility of Buyer to pay. ***Closing may be***

**conducted by mail.** Seller will grant Buyer possession of the Property immediately upon Closing.

#### **ARTICLE XV – ASSIGNMENT AND THIRD PARTIES**

Neither party may assign or transfer any interest in this Sale Contract without the prior, written consent of the other. Nothing contained in this Sale Contract, or in any document or instrument executed by a party in connection with the sale contemplated, will create any rights in, or be deemed to have been executed for, the benefit of any person or entity not a party hereto, except as expressly provided herein.

#### **ARTICLE XVI – AGENCY**

The parties understand and agree that Auctioneer/Broker is acting solely as a single agent(s) and exclusively representing Seller on this Sale Contract, the transaction contemplated, and all related matters, and Auctioneer/Broker is not acting as a subagent, Buyer's agent, or limited consensual dual agent.

#### **ARTICLE XVII – NOTICE**

Any notice between the parties permitted, required, or otherwise relating to this Sale Contract, the transaction contemplated, or the related dealings of the parties, will be given in writing including, but not limited to, notice which addresses approval, breach, cancellation, claim, Closing, complaint, consent, default, demand, objection, option, termination, waiver, or exercise of right. Notice will be deemed given by a party and effective on the date when personally delivered to the other party or, in lieu of personal delivery, when addressed to the other party at the address set forth herein and deposited in the mail handled by the United States Postal Service and sent certified mail with postage prepaid and a receipt retained, or sent by a nationally-recognized overnight courier or delivery service with a receipt retained. A copy of any notice will simultaneously be given to Auctioneer/Broker at the addresses listed on page one of this Sale Contract.

#### **ARTICLE XVIII – LEGAL ACTION AND ARBITRATION**

Any action, claim, controversy, or dispute arising out of this Sale Contract including, but not limited to, its breach, enforcement, interpretation, termination, validity, or the transaction contemplated, the Auction, or any related dealings between Seller, Bidder, Buyer, and/or Auctioneer/Broker ("Sale Issues"), whether controlled by federal or state law, and whether an issue of law or equity, including the determination of the scope or applicability of this agreement to arbitrate, will be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The arbitration will be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, pursuant to its "Comprehensive Arbitration Rules and Procedures" then in effect and heard and decided by a panel of three (3) independent arbitrators. Judgment on the arbitration award may be entered in any court having jurisdiction. Each party unconditionally and irrevocably waives all right to a trial by jury in any action, proceeding, or counterclaim arising out of or related to this Sale Contract, the

transactions contemplated, and the related dealings of the parties. The costs of arbitration, including the fees and expenses of the arbitrators, but not including the parties' attorneys' fees, will initially be paid equally by the parties. The prevailing party will be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees. The parties agree that the filing, proceedings, rulings, decisions, result, and award from any arbitration will be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person whatsoever, and the parties will jointly move the court entering judgment on the arbitration award to so order. Any arbitration or other adversarial proceeding must be commenced within two (2) years from the date of the Auction or when the cause of arbitration accrued, whichever first occurs, or it will be forever barred. The right of arbitration will accrue, and the two-year (2) limitation period will begin to run, from the date the breach, damage, or injury is sustained and not when discovered.

#### ***ARTICLE XIX – BINDING EFFECT***

This Sale Contract will be binding upon the parties and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributees, employees, executors, heirs, legatees, members, officers, representatives, shareholders, and successors in interest.

#### ***ARTICLE XX – CHOICE OF LAW, JURISDICTION, AND VENUE***

This Sale Contract, the transaction contemplated, and all related dealings of the parties will be exclusively construed and governed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the parties will be the County of Maricopa, in the State of Arizona.

#### ***ARTICLE XXI – SEVERABILITY, HEADINGS, PRONOUNS, AND CONSTRUCTION***

If any clause or provision of this Sale Contract is held illegal, invalid, or unenforceable, it is the parties' intention that the remainder of this Sale Contract will not be affected and, in lieu of such clause or provision that is held illegal, invalid, or unenforceable, there will be added, as a part of this Sale Contract, a clause or provision as similar in term and effect as such illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable. Article headings are for reference only and not intended to expand or restrict the scope or substance of the provisions of this Sale Contract. Any reference herein to an Article heading includes all relevant sections, subsections, and paragraphs within that Article. Words used in the present tense also include the past and future tense, as the context requires. Wherever used in this Sale Contract, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neuter, as the context requires. The parties agree that this Sale Contract has been mutually agreed upon by them and no legal inference, presumption, principle, or other rule of draftsmanship or construction will be used in favor of or against either of them.

#### ***ARTICLE XXII – MISCELLANEOUS***

Buyer certifies to be of legal age and have full capacity and competence to understand, enter into, execute, and deliver this Sale Contract. If the Buyer is

purchasing the Property on behalf of an arm of government or business entity (e.g., corporation, limited liability company, etc.) ("Artificial Person"), Buyer will be personally liable under this Sale Contract until such time as the Artificial Person presents Seller with acceptable, written evidence of the Artificial Person's good standing in its state of formation, plus a duly-passed and executed resolution or similar written authority from its board of directors or other governing authority that authorizes the purchase of the Property and agrees for the Artificial Person to be bound by this Sale Contract. This Sale Contract may be signed in multiple counterparts and each will be an original of this Sale Contract, with all counterparts constituting a single instrument. A facsimile signature will be considered as valid as an original signature. This Sale Contract and the incorporated Terms of Auction contain the entire undertaking between the parties regarding the Auction, the transaction contemplated, and all related dealings of the parties, and there are no oral or written agreements, inducements, promises, representations, or warranties other than those expressly set forth. This Sale Contract supersedes any previous agreement, negotiation, or understanding between the parties regarding the transaction contemplated, and such have been merged here and will not survive execution of this Sale Contract. No deletion, modification, supplement, or waiver of any term of this Sale Contract will be effective unless made in writing and executed by the parties with the same formality as this Sale Contract. The failure of either party to insist upon the strict performance of any term of this Sale Contract will not be construed as a waiver of any subsequent default of the same or similar nature. Each party had the opportunity to seek the independent advice of legal counsel of its choosing and each has either done so or has voluntarily decided to forgo such advice, with full understanding of the risk involved in this course about the Property, Auction, Sale Contract, and this sale. Each party acknowledges that it has received and read the Terms of Auction and this Sale Contract in their entirety, understands, and fully accepts all of the terms contained, and has received an executed copy of this Sale Contract. In addition to any other attachments, exhibits, or other documents or materials referenced herein, the following Attachments are attached hereto and incorporated herein by reference:

|                |                                               |
|----------------|-----------------------------------------------|
| Attachment I   | Final Purchase Price Calculation Sheet        |
| Attachment II  | Bidder Registration Form                      |
| Attachment III | Buyer Agent Registration Form (if applicable) |

#### ***ARTICLE XXIII – TIME OF THE ESSENCE***

Time is of the essence of this Sale Contract. Each party will fully perform all respective obligations herein at such times as to ensure that Closing occurs on the date specified, or any mutually agreed-upon extension of that date.

#### ***ARTICLE XXIV – SURVIVAL***

Except for those terms and provisions relating to disclaimers, waivers, and indemnifications, the terms and conditions of this Sale Contract will be deemed merged into the deed transferring title from the Seller to the Buyer.

***IN WITNESS WHEREOF***, the parties being duly authorized and empowered have agreed to the terms herein and executed this Sale Contract intending to be legally bound.

**SELLER:** \_\_\_\_\_

Seller #1 Signature: \_\_\_\_\_

Seller #1 Name: \_\_\_\_\_

Seller #1 Address: \_\_\_\_\_

Seller #2 Signature: \_\_\_\_\_

Seller #2 Name: \_\_\_\_\_

Seller #2 Address: \_\_\_\_\_

**BUYER:** \_\_\_\_\_

Buyer #1 Signature: \_\_\_\_\_

Buyer #1 Name: \_\_\_\_\_

Buyer #1 Address: \_\_\_\_\_

Buyer #2 Signature: \_\_\_\_\_

Buyer #2 Name: \_\_\_\_\_

Buyer #2 Address: \_\_\_\_\_

## **“Exhibit A – The Property”**