

AGREEMENT TO BUY AND SELL REAL ESTATE

1. **PARTIES.** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date by and between:

Damian and Nicole Baskerville
 NHRC, LLC _____ ("Buyer"), and
 _____ ("Seller").

- (A) "Party" – defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller;
- (B) "Brokers"- are licensed Brokers-in-Charge under the laws of the state in which the Property is located , their associated real estate licensees, and subagents;
- (C) "Closing Attorney"- is the Attorney licensed in the state in which the Property is located selected by Buyer to coordinate the transaction and Closing;
- (D) "Effective Date" – the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date of this Contract and Delivers Notice to cause this Contract to be binding on all Parties;
- (E) "Business Day"- a 24 hour period starting at 10 AM (M/T/W/TH/F) and counted from 10 AM of the first Business Day following the Effective Date. Business Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday;
- (F) "Good Funds" – is the transfer of the required amount of United States Dollars (USD) within any required timeframe;
- (G) "Time" – all time stated shall be local time for the state in which the Property is located. **TIME IS OF THE ESSENCE WITH RESPECT TO ALL PROVISIONS OF THIS CONTRACT STIPULATING TIME, DEADLINE OR PERFORMANCE PERIODS.**

2. **PURCHASE PRICE.** The Purchase Price shall be paid by Purchaser as follows:

(A) The total Purchase Price for the Property shall be the sum of \$ ~~115,000~~ ^{NB 5/7/2020} 115,000 DB (\$ N/A) (USD) ("Purchase Price"). Purchaser has paid the amount of Earnest Money to be applied as part payment of the Purchase Price at Closing as referenced in Paragraph 3 below. This is a sale in gross of tracts and not a sale by the acre of land. There is no warranty of acreage and there shall be no adjustment to the Purchase Price for any acreage discrepancies. Purchaser has paid the amount of Earnest Money to be applied as part payment of the Purchase Price at Closing as referenced in Paragraph 3 below. The balance of the Purchase Price shall be paid in immediately available funds by electronic wire funds transfer (Fed wire system) at the Closing as provided for herein. OR:

(B) The total Purchase Price for the Property (the "Purchase Price") shall be the result of multiplying \$ N/A per acre by the number of acres or fractions thereof, exclusive of public road right-of-way as determined by the Survey described in Paragraph 10 herein. Purchaser has paid the amount of Earnest Money to be applied as part payment of the Purchase Price at Closing as referenced in Paragraph 3 below. The balance of the Purchase Price shall be paid in immediately available funds by electronic wire funds transfer (Fed wire system) at the Closing as provided for herein.

3. **EARNEST MONEY:** \$ ~~500~~ ^{NB} 1,000 DB MAY 7, 2020 (USD) Earnest Money shall be paid as follows:

\$0 _____ accompanies this offer and \$ ~~500~~ ^{NB 5/7/2020} 1,000 DB shall be paid within 5 business days after Effective Date and Earnest Money is in the form of check cash other (wire, etc.) DB to be a credit to Buyer at Closing or disbursed only as parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and Seller authorize National Land Realty as Escrow Agent to deposit and hold and disburse Earnest Money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as Earnest Money. Parties direct Escrow Agent to communicate reasonable information confirming that receipt and status of earnest money upon a Broker request.

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5/5/15 Date 1/5/7 Date

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NON PREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$N/A OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES ITS DUTIES AS DESCRIBED HEREIN.

4. **PROPERTY:** Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and more particularly described below on Exhibit "A" attached hereto and incorporated herein by reference ("Property").

Address: McDougald Road Unit #: N/A
City: Lillington State: NC Zip: 27546
County of: Harnett
Lot: N/A Block: N/A Section/Phase: N/A Subdivision: N/A
Other: N/A Tax Map Number: 0539-69-7507-000

Parties agree that no personal property will transfer as part of this sale, except as described below and/or [] in attachments:
None

5. **CLOSING/CONVEYANCE/POSSESSION:** "Closing" shall occur upon receipt by the Closing Attorney of good funds in an amount sufficient to fund the adjusted Purchase Price to be paid to Seller as provided herein. Seller shall convey the Property to Buyer no later than 5 PM EST on or before 7/1/2020 ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be in fee simple made subject to all easements, reservations, rights-of-way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded limited warranty deed free of encumbrances and liens except as herein stated and with title to be vested in Buyer, or as stipulated by Buyer. The deed, and any other documents required to be delivered by Seller, shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the Settlement Statement prior to Closing for review.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, prepaid recurring items, insurance (mortgage insurance, owner's or lender's title insurance and hazard insurance), interest, non-recurring closing costs, title examination expenses, deed recording fees, fees and expenses of Buyer's attorney, contractually required real estate Broker compensation, and the cost of any inspection, appraiser, or surveyor.

Seller's transaction costs include deed preparation, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate Broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller will pay Seller's transaction costs unless otherwise agreed:

N/A

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Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to owners' associations, etc.) are the Seller's or Buyer's transaction costs.

7. **REPRESENTATIONS AND WARRANTIES.**

(A) Sellers covenants, represents and warrants as follows:

- (i) Seller has good, marketable and insurable fee simple title to the Property.
- (ii) Subsequent to the signing of this Contract by both parties hereto, Seller will not take any action or otherwise permit any change in the status of the title to the Property prior or subsequent to the Closing, without first obtaining the written consent of the Buyer.
- (iii) The individual(s) who have executed this Contract as Seller or on behalf of the Seller have the full right and authority to do so, having obtained all consents to enter into and perform this Contract and to sell the Property on the terms set forth in this Contract.

(B) Buyer's Representations and Warranties: Buyer and any person executing this Contract on behalf of Buyer, have the full right, power and authority to purchase the Property as provided in this Contract and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder have been, or by Closing, will have been taken.

8. **CLOSING DOCUMENTS.** At the time of Closing, Seller shall deliver to Buyer the following:

- (A) A duly executed limited warranty deed conveying insurable fee simple title to the Property free and clear of all liens and encumbrances except (i) ad valorem property taxes for the year in which the Closing occurs; (ii) any presently existing easements, covenants, and restrictions of record; and (iii) any other matters approved by Buyer;
- (B) A duly executed "non-foreign person" affidavit as required by the Internal Revenue Service with respect to the sale of real property and, if applicable, a non-resident affidavit as required by the state in which the property is located. Seller hereby acknowledges that non-resident status may obligate Buyer to withhold a percentage of Seller's gain or net proceeds.
- (C) A Closing Statement.
- (D) Any documents or instruments Buyer's title insurance company may reasonably require in connection with the issuance of an owner's title insurance policy at Closing.

9. **INSPECTION/RE-INSPECTION RIGHTS:** Buyer and qualified /certified inspectors ("Inspectors") may reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing, including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of the Property. Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed.

Buyer will hold harmless, indemnify and pay damages and attorneys' fees to Seller and Broker for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify pay damages and attorneys' fees to Brokers

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for all claims, injuries, damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. **SURVEY.** During the inspection Period (as defined below), the Buyer may, but shall not be obligated to, obtain a current survey of the Property made by a registered surveyor, which survey will be the basis for determining the number of acres in the Property. The survey shall indicate the boundary lines of the Property, the location of all easements, roadways and other rights-of-way, flood plain areas, wetlands, any existing building setback lines, any encroachments and any other matters affecting the Property. The survey shall also show the acreage contained in the Property net of any public streets or highways calculated to the nearest one thousandths (.001) of an acre. If such a survey is obtained, it shall be the basis for preparing the legal description to be used in the deed conveying title to the Buyer. Buyer shall notify Seller in writing of any objections as to matters of survey based on a current survey, at least fifteen (15) days prior to the expiration of the Inspection Period.

11. **TITLE.** The Seller shall deliver good, marketable and insurable fee simple title to the Property, free and clear of all liens and encumbrances except for: (a) taxes for the year in which Closing occurs; (b) presently existing easements, covenants, and restrictions of record which do not materially and adversely affect the Property; and (c) any other matters approved by Buyer. For the purposes of this Contract, the term "insurable title" means title that a title insurance company acceptable to Buyer ("Title Company") is willing to insure by issuing to Buyer a commitment for an American Land Title Association ("ALTA") owner's insurance policy in the amount of the purchase price, at standard rates, insuring Buyer's title to the Property, without exception other than those mentioned above. If Seller is unable to deliver good, marketable and insurable fee simple title to the Property at Closing, Buyer may terminate this contract and the Earnest Money will be returned to Buyer by the Escrow Agent.

12. **INSPECTION PERIOD.** Buyer's Rights Prior to Closing.
(A) For a period of 30 days after the Effective Date of this Contract (which period is referred to herein as the "Inspection Period"), Buyer, its authorized agents and employees, as well as others authorized by Buyer, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such marketing, financial, surveying, architectural, engineering, topographical, geological, soil, subsurface, environmental, water drainage, and traffic studies and any other audits, investigations, inspection, evaluations, studies, tests, borings, and measurements as Buyer deems necessary or advisable, so long as the same do not result in any material adverse change to the physical characteristics of the Property. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all claims, costs, expenses and liabilities, including reasonable attorney's fees, arising out of or by reason of the investigations conducted by Buyer or Buyer's agent(s). Buyer agrees that Seller does not need to complete a formal Seller's Disclosure Form.

(B) Buyer has the exclusive right to terminate this Contract at any time during the Inspection Period for any reason. If Buyer elects to terminate pursuant to this paragraph, it shall give written notice of such termination to Seller and to the Escrow Agent prior to the end of the Inspection Period and upon such termination, the Escrow Agent shall return the Earnest Money to the Buyer and the parties shall have no further obligation to each other. If the inspection of the Property cannot be completed within the Inspection Period, through no fault of the Buyer, upon receipt of a written request from Buyer, at least five (5) days prior to the expiration of the Inspection Period, and upon the deposit by Buyer of Additional Earnest Money in the amount of \$N/A, with the Escrow Agent, which funds shall become subject to Paragraph 3 and the other applicable provisions of this Contract, the Seller agrees to extend the Inspection Period for a period of an additional thirty (30) days, to allow sufficient time for completion of such assessments and remediation.

(C) Provided however, once the Inspection Period (and any permitted extension thereof) has expired, all of the Earnest Money will become non-refundable to the Buyer, except as otherwise set forth in sections 3, 10, 11, 12, 13, 17 and 21. If the transaction does proceed to Closing, all Earnest Money shall be credited against the purchase price of the Property at Closing.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property "AS IS". Parties agree "As Is" means Buyer buys the

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Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. **FIRE OR CASUALTY OR INJURY:** In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 6 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer proceeds according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. **REZONING:** This Contract [] is is not contingent upon the Property being rezoned to N/A by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than N/A Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The [] Buyer or [] Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

15. **CONDITION OF PROPERTY:** Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the Property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

16. **ROLLBACK TAXES (IF ANY):** The Parties agree that the Seller or [] Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

17. **ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE)/ASSIGNMENT BY BUYER:** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Any illegal or unenforceable provisions of this Contract shall be severable from the rest of the Contract. Buyer shall not assign its rights under this Contract except to an entity owned and controlled by Buyer, without obtaining the prior written consent of Seller.

18. **ADJUSTMENTS:** Buyer and Seller agree to settle or prorate, annually or as appropriate as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes (C) any rents, deposits, fees associated with leasing (D) insurance, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

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19. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate the Contract and receive a refund of the Earnest Money from the Escrow Agent, or in the alternative, (ii) pursue a claim for specific performance of the Contract against Seller, as his/its sole remedy. Provided, in no event, shall Buyer be entitled to recover damages against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate the Contract and receive the Earnest Money from Escrow Agent as liquidated damages or, in the alternative,
 - (ii) pursue a claim for specific performance against Buyer as his/its sole remedy. Provided, in no event shall Seller be entitled to recover damages against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

20. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System. Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

21. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

22. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. The parties' consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

23. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a law firm having its office located in the state in

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which the Property is located to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract.

24. **BROKER LIABILITY LIMITATION:** Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys' fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claims for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties willfully indemnify and hold harmless and pay attorneys' fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

25. **DUAL AGENCY DISCLOSURE:** If the Broker is acting as a dual agent in connection with this transaction as denoted on page 9 of this Contract, Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:

- (A) In serving as a dual agent the Broker is representing two (2) clients whose interests are, or at times could be, different or even adverse.
- (B) The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
- (C) The Buyer and Seller do not have to consent to dual agency.
- (D) If given, the consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understood their brokerage engagement agreements.
- (E) Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position unless otherwise prohibited by law.

The Broker and/or affiliated licensees have no material relationship with either Buyer or Seller except as follows:

26. **ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS:** There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:

This contract is contingent on the buyer securing the necessary financing and the property passing a perk test suitable to the buyer.

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S/S/S/S Date / Date

27. **SECTION 1031 TAX DEFERRED EXCHANGE:** In the event Seller or Buyer desires to effect a Tax Deferred Exchange connection with the conveyance of the Property, pursuant to Section 1031 of the Internal Revenue Code, Seller and Buyer agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for payment of all additional costs associated with such exchange and provided further that the non-exchanging party shall not assume any additional liability with respect to such tax deferred exchange. Seller and Buyer shall execute such additional documents including the assignment of this Contract in connection therewith at no cost to the non-exchanging party, as shall be reasonably required to give effect to this provision.

28. **NOTICE AND DELIVERY:** Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

29. **LEGAL ADVICE.** The parties are solely responsible for obtaining legal advice prior to signing this contract and during the transaction. The parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. The parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

30. **GOVERNING LAW.** This Contract shall be governed by and interpreted under the laws of the state in which the Property is located.

31. **EXPIRATION OF OFFER:** When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5 [] AM [] PM on 5/15/2020 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

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5/5 / 65 Date / 5/7 Date

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties. If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are [] attached or to be Delivered within 5 Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

SELLER:

Witness: _____

By: [Signature]

Date: 5/7/2020

SELLER:

Witness: _____

By: _____

Date: _____

BUYER:

Witness: _____

By: [Signature]

Date: May 5, 2020

BUYER:

Witness: _____

By: [Signature]

Date: MAY 5, 2020

ESCROW ACKNOWLEDGEMENT SIGNATURE:

National Land Realty, LLC Initial Here: JB/NB Buyer [Signature] Seller have read this
5/5/20 Date 5/7 Date