

**PURCHASE AGREEMENT**  
**OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER** The undersigned \_\_\_\_\_ offers to buy the

2 **PROPERTY** located at \_\_\_\_\_,

3 City \_\_\_\_\_, Ohio, Zip \_\_\_\_\_.

4 Permanent Parcel No. \_\_\_\_\_, and further described as being: \_\_\_\_\_

5 \_\_\_\_\_

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all  
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are  
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,  
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and  
10 control unit, smoke detectors, garage door opener(s) and \_\_\_\_\_ controls; all permanently attached carpeting.

11 The following items shall also remain:  satellite dish;  range and oven;  microwave;  kitchen refrigerator;  
12  dishwasher;  washer;  dryer;  radiator covers;  window air conditioner;  central air conditioning;  gas  
13 grill;  fireplace tools;  screen;  glass doors and  grate;  all existing window treatments;  ceiling fan(s);  
14  wood burner stove inserts;  gas logs; and  water softener. Also included: \_\_\_\_\_

15 \_\_\_\_\_

16 NOT included: \_\_\_\_\_

17 \_\_\_\_\_

18 **SECONDARY OFFER** This  is  is not a secondary offer. This secondary offer, if applicable, will become a  
19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before  
20 \_\_\_\_\_ (date). BUYER shall have the right to terminate this secondary offer at any time prior to  
21 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the  
22 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

23 **PRICE** BUYER shall pay the sum of \$ \_\_\_\_\_

24 Payable as follows:

25 Earnest money paid to Broker will be deposited in a non-  
26 interest bearing trust account and credited against  
27 purchase price. \$ \_\_\_\_\_

28  Check to be deposited immediately upon the  
29 formation of a binding AGREEMENT, as defined  
30 below on lines 231-238.

31  Note to be redeemed within four (4) days after  
32 formation of a binding AGREEMENT, as defined  
33 below on lines 231-238.

34 Cash to be deposited in escrow \$ \_\_\_\_\_

35 Mortgage loan to be obtained by BUYER \$ \_\_\_\_\_

36  CONVENTIONAL,  FHA,  VA,  OTHER \_\_\_\_\_

37 \_\_\_\_\_

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within \_\_\_\_\_ days  
39 after acceptance and shall obtain a commitment for that loan on or about \_\_\_\_\_, \_\_\_\_\_. If,  
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null  
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned  
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

43 **NOTE:** In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held  
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow  
45 account until a written release from the parties consenting to its disposition has been obtained or until  
46 disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow  
48 with the lending institution or escrow company on or before \_\_\_\_\_, \_\_\_\_\_, and title shall be  
49 transferred on or about \_\_\_\_\_, \_\_\_\_\_.

50 **POSSESSION** SELLER shall deliver possession to BUYER on \_\_\_\_\_ (date) at \_\_\_\_\_ (time)  
51  AM  PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied  
52 by the SELLER free for \_\_\_\_\_ (\_\_\_\_\_) days. Additional \_\_\_\_\_ days at a rate of  
53 \$\_\_\_\_\_ per day. Payment and collection of fees for use and occupancy after transfer of title are the  
54 sole responsibility of SELLER and BUYER.

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and  
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,  
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an  
60 Owner's Fee Policy of Title Insurance from \_\_\_\_\_  
61 (title company — if BUYER has a preference) in the amount of the purchase price with cost of the insuring  
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an  
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have  
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to  
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither  
66 BUYER, SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and  
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

68 **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city and  
69 county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments  
70 shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or  
71 the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of  
72 the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing  
73 authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to  
74 the date of the title transfer. If the property being transferred is new construction and recently completed or in the  
75 process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to  
76 make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title  
77 transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they  
78 become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on  
79 reserve once they receive notice from the local county auditor that the taxes on the land and improvements have  
80 been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not  
81 reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER  
82 directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,  
83 taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes  
84 or assessments, public or private, except the following: \_\_\_\_\_

85 \_\_\_\_\_  
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),  
87  BUYER  SELLER agrees to pay the amount of such recoupment.

88 **CHARGES / ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the  
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real  
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by  
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)  
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow fee and g) other \_\_\_\_\_

93 \_\_\_\_\_  
94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the  
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession

96 whichever is later. The escrow agent shall withhold \$ \_\_\_\_\_ from the proceeds due SELLER for  
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the  
98 BUYER.

99 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the  
100 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording  
101 fees for the deed and any mortgage, and d) other \_\_\_\_\_

102 \_\_\_\_\_ . BUYER shall secure new insurance on the property.  
103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by  
104 BUYER which  will  will not be provided at a cost of \$ \_\_\_\_\_ charged to  SELLER  BUYER from  
105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not  
106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

107  The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1  
108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109  The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1  
110 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

111 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of  
112 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes  
113 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of  
114 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,  
115 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER  
116 understands that all real property and improvements may contain defects and conditions that are not readily  
117 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and  
118 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges  
119 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or  
120 BUYER's inspectors regarding the condition and systems of the property.

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT  
122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123 **WAIVER** \_\_\_\_\_ (initials) BUYER elects to waive each professional inspection to which BUYER has  
124 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such  
125 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

| Choice  | Inspection  | Expense                  |                          |
|---|---|--------------------------|--------------------------|
|   |   | BUYER's                  | SELLER's                 |
| 126 Yes No  |   |                          |                          |
| 128 <input type="checkbox"/> <input type="checkbox"/> | GENERAL HOME _____ days from formation of AGREEMENT     | <input type="checkbox"/> | <input type="checkbox"/> |
| 129 <input type="checkbox"/> <input type="checkbox"/> | SEPTIC SYSTEM _____ days from formation of AGREEMENT    | <input type="checkbox"/> | <input type="checkbox"/> |
| 130 <input type="checkbox"/> <input type="checkbox"/> | WATER POTABILITY _____ days from formation of AGREEMENT | <input type="checkbox"/> | <input type="checkbox"/> |
| 131 <input type="checkbox"/> <input type="checkbox"/> | WELL FLOW RATE _____ days from formation of AGREEMENT   | <input type="checkbox"/> | <input type="checkbox"/> |
| 132 <input type="checkbox"/> <input type="checkbox"/> | RADON _____ days from formation of AGREEMENT            | <input type="checkbox"/> | <input type="checkbox"/> |
| 133 <input type="checkbox"/> <input type="checkbox"/> | OTHER _____ days from formation of AGREEMENT            | <input type="checkbox"/> | <input type="checkbox"/> |

134 \_\_\_\_\_  
135 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the  
136 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION, or b) Accept  
137 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by  
138 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner  
139 at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent  
140 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

141 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an  
142 Amendment To Purchase Agreement removing the inspection contingency and this AGREEMENT will proceed in

143 full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall  
144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing  
145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have  
146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing  
147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER  
148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to  
149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material  
150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and  
151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,  
152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other  
153 or to Broker(s).

154 The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to  
155 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property for  
156 BUYER to review and approve any conditions corrected by SELLER.

157 Yes No

158   **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be  
159 made by a licensed inspection or exterminating agency of  BUYER's or  SELLER's choice at  BUYER's  
160  SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If  
161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the  
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a  
163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in  
164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE  BUYER  
165 OR  SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER  
166 shall pay the cost.) This agreement may be voided by the party paying for the repair, if it exceeds \$500.00.

167 Yes No

168   **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the  
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at  
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is  
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"  
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their  
173 written report, BUYER shall have the right to terminate the AGREEMENT or (request that the SELLER repair the  
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately  
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to  
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of  
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the  
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the  
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk  
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct  
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.  
182 BUYER may remove this right of inspection at any time without SELLER's consent.

183 BUYER  HAS \_\_\_\_\_ (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT  
184 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT  
185 AND/OR LEAD-BASED PAINT HAZARDS."

186 BUYER  HAS NOT \_\_\_\_\_ (BUYER's initials) received a copy of the EPA pamphlet entitled  
187 "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED  
188 PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER  
189 completing the disclosure form and BUYER's review and approval of the information contained on the disclosure  
190 form within \_\_\_\_\_ days from receipt.

191 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's  
192 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and  
193 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local  
194 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriffs office as  
195 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the  
196 transaction.

Approved by CABOR, LoCAR, LCAR, GeCAR and MCBOR

January 1, 2000

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SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

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197 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being  
198 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on  
199 the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party.  
200 SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of  
201 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or  
202 statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this  
203 AGREEMENT or on the Residential Property Disclosure Form.

204 BUYER  HAS \_\_\_\_\_ (BUYER's initials) received a copy of the Residential Property Disclosure  
205 Form signed by SELLER on \_\_\_\_\_ (date) prior to writing this offer.

206 BUYER  HAS NOT \_\_\_\_\_ (BUYER's initials) received a copy of the Residential Property  
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and  
208 BUYER's review and approval of the information contained on the disclosure form within \_\_\_\_\_ days from  
209 receipt.

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time  
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or  
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental  
213 agencies to inspect or correct any current building code or health violations. If applicable BUYER and SELLER  
214 shall have \_\_\_\_\_ (\_\_\_\_\_) days after receipt by BUYER of all notices to agree in writing which party will be  
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot  
216 agree in writing, this AGREEMENT can be declared null and void by either party.

217 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential  
218 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or  
219 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their  
220 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER  
221 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square  
222 footage of the rooms, structures or lot dimensions, homeowners' fees, public and private assessments, utility bills,  
223 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal  
224 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,  
225 write "none"). \_\_\_\_\_  
226 \_\_\_\_\_

227 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the  
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and  
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such  
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

231 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to  
232 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT  
233 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire  
234 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to  
235 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be  
236 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's  
237 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.  
238 **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

239 **ADDENDA** The additional terms and conditions in the attached addenda  Agency Disclosure Form  
240  Residential Property Disclosure Form  VA  FHA  FHA Home Inspection Notice  Condo  House Sale  
241 Contingency Addendum  House Sale Concurrency Addendum  Lead Based Paint  Other \_\_\_\_\_  
242 are made part of this AGREEMENT. **The terms and conditions of any addenda supersede any conflicting**  
243 **terms in the purchase AGREEMENT.**

244 \_\_\_\_\_  
245 (BUYER) (ADDRESS AND ZIP CODE)

246 \_\_\_\_\_  
247 (BUYER) (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ \_\_\_\_\_  check  note, earnest money,  
249 subject to terms of the above offer.

250 By: \_\_\_\_\_ Office: \_\_\_\_\_ Phone: \_\_\_\_\_

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from  
252 SELLER's escrow funds a commission of \_\_\_\_\_ percent ( \_\_\_\_\_ %)   
253 of the purchase price to \_\_\_\_\_ (Broker)  
254 \_\_\_\_\_ (Address)  
255 and \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the  
256 purchase price to \_\_\_\_\_ (Broker)  
257 \_\_\_\_\_ (Address)  
258 as the sole procuring agents in this transaction.

259 \_\_\_\_\_  
260 (SELLER) (ADDRESS AND ZIP CODE)

261 \_\_\_\_\_  
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 \_\_\_\_\_  
264 (SELLER) (ADDRESS AND ZIP CODE)

265 \_\_\_\_\_  
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

267 The following information is provided solely for the Multiple Listing Services' use and will be completed by the  
268 Brokers or their agents and is not part of the terms of the Purchase Agreement.

|     |                              |                           |
|-----|------------------------------|---------------------------|
| 269 | Multiple Listing Information |                           |
| 270 | _____                        | _____                     |
| 271 | (Listing agent name)         | (Listing agent license #) |
| 272 | _____                        | _____                     |
| 273 | (Listing broker name)        | (Listing broker office #) |
| 274 | _____                        | _____                     |
| 275 | (Selling agent name)         | (Selling agent license #) |
| 276 | _____                        | _____                     |
| 277 | (Selling broker name)        | (Selling broker office #) |