

1* The clauses below will be incorporated into the Contract between _____ (Seller)
2* and _____ (Buyer) concerning the Property described as _____
3* _____ only if initiated by all parties;

4 MISCELLANEOUS CLAUSES

5* () () - () () N. Unimproved and/or Agricultural Property: If the Property is an unimproved parcel of land
6* and is intended to be improved for residential or other purposes, Buyer has _____ days, through consultation with
7 appropriate public authorities or otherwise, to be satisfied that either public sewerage and water are available to the Property
8 or that the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing
9 zoning and other pertinent regulations, including concurrency, allow Buyer's intended use of the Property.

10* () () - () () O. Interest-Bearing Escrow Account: All deposits will be held in an interest bearing escrow
11* account with all accrued interest to be paid to _____ at
12 closing. Deposits will accrue interest only from the date the bank receives and credits them through the date Escrow Agent is
13 notified that the transaction is scheduled for closing and the funds are transferred. Escrow Agent is authorized to deduct a
14* \$ _____ service charge from the earned interest before disbursing the funds.

15* () () - () () P. Back-up Contract: (Check whichever applies)

16* (1) This back-up Contract is subject to the termination of a prior executed contract between Seller and a third party for
17 the sale of the Property. If the prior executed contract is terminated and Seller delivers written notice of the termination to
18 Buyer before 5:00 p.m. on _____, _____, this contingency will be removed and this back-up
19 Contract will move into first position. If Buyer does not receive notice of the prior contract's termination by the above
20 deadline, Buyer may cancel this back-up Contract at any time and Buyer's deposit will be refunded.

21* (2) Seller will have the right to continue to show the Property and solicit and enter into bona fide back-up purchase
22 contracts with third parties that are subject to the termination of this primary Contract. Upon entering into a back-up
23 contract, Seller will give Buyer a copy of the back-up contract with the third parties' identification and purchase price
24 information obliterated. To continue with this primary Contract, Buyer must make an additional deposit of \$ _____
25 within 72 hours from receipt of the back-up contract. By giving the additional deposit to Escrow Agent within the 72 hour
26 period, Buyer waives all contingencies for financing and sale of Buyer's property and the parties will close on Closing Date.
27 The additional deposit will be credited to Buyer at closing. If Buyer fails to timely make the additional deposit, this primary
28 Contract will terminate and Buyer's deposit will be refunded.

29* () () - () () Q. Broker - Personal Interest in Property: _____ has an active or
30 inactive real estate license and has a personal interest in the property: (specify if licensee is related to a party, is acting as Buyer
31* or Seller, etc.) _____

32* () () - () () R. Rentals:(check whichever applies)

33* (1) Pre-Occupancy Agreement: If Buyer occupies the Property before closing, Buyer will accept the Property in its
34 existing condition on the date of occupancy, relieving Seller of any additional repair or treatment obligations, and will
35 maintain the Property and assume all risk of loss to it from the date of occupancy. Effective on the date of occupancy, this
36 clause replaces Paragraph 9 of the Contract. Buyer and Seller will sign and deliver a written lease containing mutually
37 agreeable terms concerning Buyer's pre-closing occupancy of the Property and prepared at Buyer's expense.

38* (2) Post-Occupancy Agreement: Buyer and Seller will sign and deliver a written lease, containing mutually agreeable
39 terms concerning Seller's occupancy of the Property after Closing Date and prepared at Seller's expense.

40* (3) Existing Tenant: The Property is currently used as a rental property and Buyer's rights will be subject to those of
41* existing tenants. Seller will, within _____ days from Effective Date and at Seller's expense, deliver to Buyer current copies
42* of the rent roll; leases; income and expense statements for the period January 1, _____ through December 31, _____,
43* as evidence that the Property generated income of \$ _____ against expenses of \$ _____;
44* and agreements with third parties that will remain in effect after closing. Buyer may terminate this Contract by written
45* notice to Seller within _____ days from Effective Date if the statements differ materially from Seller's representations. If
46* Buyer fails to provide timely written notice, Buyer will be deemed to waive this contingency. Seller will assign leases and
47* rental agreements, and transfer deposits and advance rents, to Buyer at closing.

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