

(STATE OF SOUTH CAROLINA)
CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. YOU MAY WANT LEGAL ADVICE BEFORE SIGNING.

In consideration of the mutual premises contained herein, the undersigned Seller, Cartus Financial Corporation, agrees to sell, to the undersigned Buyer, who agrees to buy, the herein described property on the terms and conditions stated below.

1. PROPERTY DESCRIPTION: Lot _____, Block Section _____, and all improvements thereon known as 4920 Coal Creek Dr Graniteville, SC 29829

along with all fixtures including heating and air conditioning equipment, built-in appliances, attached mirrors, barbecue grill, lighting fixtures, ceiling fans, flowers and shrubs, curtain rods and hangers, mailbox, T.V. antenna, garage door opener and all remote controls, and all other items permanently attached unless specifically excluded herein. Personal property such as curtains, drapes, wall hangings, and area rugs are excluded unless listed in paragraph 22 hereof.

2. OWNERSHIP: The terms and conditions of this agreement which apply to Seller are SUBJECT TO the Seller becoming owner. Buyer(s) acknowledge that title to the property may be conveyed by someone other than Seller. Buyer(s) acknowledge that the property is the subject of a relocation transaction, that Seller has never occupied the property and has limited, if any, first-hand knowledge about the property.

3. PRICE: The purchase price of the property is\$_____
Payable as follows:
(a) Certified or Local Cashier's Check at closing, subject to adjustments and prorations
net loan amount\$_____
(b) This contract is subject to Buyer qualifying for a new loan in the amount of..... \$_____
[] Conventional [] FHA [] VA [] Other: _____

Buyer agrees to obtain and provide Seller with written evidence of a firm loan commitment on or before _____ ("Loan Commitment Deadline"). Should Buyer fail or refuse within seven days of this contract to apply for such loan, or fail or refuse to diligently pursue loan approval, or fail or refuse within ten days after the issuance of a firm loan commitment, to execute all documents necessary for said loan, Buyer shall be considered in default under the terms of this contract and Seller shall have such recourse as is delineated in paragraph 11 hereof.

Except as expressly provided herein, this Contract is NOT contingent upon an appraised value of the Property/Personalty equivalent to sales price.

(c) Simultaneous with this contract, the Buyer agrees to provide a pre-qualification letter issued by a reputable lender. If the Buyer does not have a pre-qualification letter and if this Agreement is subject to Buyer obtaining a mortgage, Buyer may be orally pre-qualified, at no cost and no obligation, for such a mortgage through Seller's affiliate, PHH Mortgage or Guaranteed Rate Mortgage (the "Mortgage Provider") 1-888-342-5744. Buyer agrees to submit accurate information with regard to financial condition, to ensure an accurate and reliable pre-qualification.

Mortgage Provider guarantees that Buyer will receive the loan decision within 24 hours, or Mortgage Provider will pay to Buyer the sum of \$250.00. In addition, Mortgage Provider guarantees that it will meet Buyer's closing date if Buyer uses

the Mortgage Provider closing agent, or Mortgage Provider will reduce Buyer's interest rate by 1/8% (conventional, first mortgage loans only).

The Buyer acknowledges that Mortgage Provider's guarantee of closing your home on or before your projected date is void if anything outside the control of Mortgage Provider, including but not limited to a property/repair inspection prohibits the closing of the loan on or before the desired closing date.

4. **CERTAIN COSTS:** Mortgage discount points, if any shall be paid by: Buyer or Seller but are not to exceed \$_____ or _____ % of the purchase price. Should the Lender's commitment be conditioned on any repairs, the Seller reserves the right to cancel this agreement, and return all earnest money to the buyer(s) with no further obligation by Seller. Buyers assume all risk of any changes in the interest rate and mortgage discount points, and agree to close this transaction, regardless of any such changes.

In connection with the purchase of the property, Buyer may need to obtain title insurance and closing services.

5. **DEPOSIT:** Buyer has deposited with _____, acting as Escrow Agent for the Buyer(s), the sum of \$_____ by: wire or check as earnest money, which will be held in a non-interest bearing account. Should Buyer require approval for a specified loan for any part of the purchase price, and after applying therefore in good faith, be unable to secure such loan prior to Loan Commitment Deadline, then the earnest money shall be returned in full to Buyer. The Earnest Money is deposited in escrow with the understanding that Escrow Agent (a) is not a party to this contract and does not assume or have any liability for performance or non-performance of Seller or Buyer, (b) has the right to require from Seller and Buyer a written release of liability of the Escrow Agent which authorizes the disbursement of the Earnest Money, (c) is not liable for interest or other charges on the Earnest Money, and (d) may choose to place the Earnest Money with a Court of competent jurisdiction in the event of any dispute. If Seller or Buyer unreasonably fails to deliver promptly the document described in (b) above, then such parties shall be liable as provided in paragraph 11. At closing, the Earnest Money shall be applied to any cash down payment required, then to Buyer's closing costs, and any excess refunded to Buyer.

6. **CLOSING DATE, POSSESSION & OCCUPANCY:** Closing shall occur on or before _____. If the closing date needs to be extended, it may be extended in writing by attaching hereto an addendum signed by the Buyer and Seller. Buyer(s) agree that the closing process shall be handled by Seller's settlement agent, unless Buyer's lender, if any, requires otherwise. Possession to be given on the date of closing, after all funds are disbursed by the Settlement Agent.

7. **HAZARD/ CASUALTY INSURANCE:** Buyer shall provide a new policy at closing.

8. **PRORATION:**

(a) Ground rents, homeowners dues, interest, utilities, maintenance fees, and other expenses of the property are to be prorated as of the closing date.

(b) Taxes / Assessments / Bonds: Taxes, assessments, and bond prorations shall be based on the last known bill or upon the tax assessor's latest valuation and the current tax or assessment rate, and shall be prorated at the time of closing. If it is common practice and or local custom to have no prorations at the closing there shall be no prorations. There shall be no re-prorations or readjustment of taxes or assessments based on actual statements after the date of closing. This paragraph shall supersede and override any other clauses or statements in the Contract that concern taxes, assessments or bonds.

9. **TITLE AND CONVEYANCE:** Seller is to convey Title by General Warranty Deed or Lease Assignment (as appropriate) and provide Buyer(s) with a Commitment to Insure the Title. The Commitment to Insure shall be provided by the Settlement Agent or the Seller and underwritten by a title insurance company qualified to do and doing business in South Carolina. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to the

following items recorded in the public records of said County: easements without encroachments, applicable zoning ordinances, protective covenants and restrictions, articles of incorporation, bylaws, rules and regulations and prior mineral reservations; otherwise Buyer, at his option, may either (a) if defects cannot be cured by the designated closing date, cancel this contract, in which case all earnest money deposited shall be returned, (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform his curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended for a reasonable period if necessary for such action.

Buyer shall have the option of procuring title insurance for this transaction from a title insurance provider of Buyer's own choosing. Seller recommends that Buyer use Seller's title company which is listed for the area on the Affiliated Business Arrangement Disclosure Form provided to Buyer along with Cartus' other disclosures. That company has already performed a title search on behalf of the Seller and is knowledgeable with respect to the uniqueness of the relocation process. Please note, however, that Buyer is NOT required to use Seller's title company as a condition for the purchase of this property. If Buyer would like to use a different title agent, please let Seller know in writing within 10 days. If Buyer do not so inform Seller within that time, Seller will interpret Buyer's silence as Buyer's selection of Seller's title company and place the title order with Seller's title company accordingly.

If Seller pays for Buyer's owner's title insurance policy, Seller may choose the title agent to issue such policy. Buyer may elect either to use the same title agent to issue the lender's title insurance policy or to select an alternative title insurer or agent. If Buyer selects an alternative title insurer or agent to issue the lender's title insurance policy, Buyer should contact Seller to confirm the title insurance provider selected in accordance with the previous paragraph; and agrees to schedule the closing at a time and place convenient for Seller's closing representative. In cases where Seller agrees to pay for owner's title insurance policy, Seller does NOT agree to pay for other costs of the closing agent.

10. SETTLEMENT AGENT AND CLOSING LOCATION: The Seller has procured title work on the property. If Buyer(s) desires to be represented by Buyer's own separate attorney or agent, Buyer(s) may do so at their own expense. The parties agree to schedule the closing at a time and place convenient for the Seller's Settlement Agent.

11. BREACH OF CONTRACT: Specific performance is the essence of this contract, except as otherwise specifically provided for in paragraphs 5, 9, and 15 hereof and as further designated below:

- (a) In the event of breach of this contract by Buyer, Seller at its option, may either (1) enter suit in any court of competent jurisdiction for damages, giving credit on said damages for the said earnest money deposit (2) enter suit in any court of competent jurisdiction for specific performance.
- (b) In the event of breach of contract by Seller, Buyer at his/her option may either: (1) accept return of the earnest money deposit and cancel the contract, or (2) enter suit for damages in any court of competent jurisdiction, or (3) enter suit in any court of competent jurisdiction for specific performance.

12. SURVIVAL OF CONTRACT: By accepting the deed and paying the purchase price at the closing of title, the Buyer agrees that the Seller's obligations under this Contract and this contract are terminated. Any representations made by the Seller in this Contract, either expressly or implied by law will terminate at the closing of title. By accepting the deed, the buyer agrees to accept the title of the Property and the Property and buildings are being delivered according to this Contract and releases Seller from any further obligation and Buyer waives any claims against Seller. No warranty of habitability, whether express or implied, is given by Seller.

13. PROPERTY CONDITIONS, INSPECTION AND ACCEPTANCE OF PROPERTY: Seller agrees to deliver to Buyer the plumbing, heating, electrical, air conditioning, all appliances, and if one exists, the swimming pool, its equipment and accessories, in the same condition as on the date of the contract, at the time of closing.

Buyer(s) acknowledge that the property is the subject of a relocation transaction, that Seller has never occupied the property and has limited, if any, first-hand knowledge about the property.

Neither Seller nor Seller's agent has made any warranties or representations, either expressed or implied (except as may have been given to the Buyer(s) in writing, as to the condition of the premises. Buyer(s) acknowledge that they have the opportunity to inspect the property or have the same inspected by others on their behalf except for any repairs specifically required to be made by Seller in accordance with the terms of this Agreement. Buyer(s) understand that they are purchasing the property in "As-Is" condition.

Naturally occurring radon, molds, spores, pollens and/or botanical substances or other allergens (e.g., dust, pet dander, insect waste material, etc.) may be found in a home, including radon and mold. In addition, certain building materials (such as asbestos, urea-formaldehyde foam insulation ["UFFI"]) have been linked to health concerns. Collectively, these are all referred to as "Substances". Buyer(s) acknowledge and accept that Seller does not in any way disclose (except as expressly set forth in any other documents provided to you by Seller), warrant or indemnify indoor air quality conditions (including the presence or absence of Substances) at the property and is not responsible in any way for conditions that may exist at the property or health problems that might develop from or be related to such conditions. Buyer(s) agree to indemnify and hold Seller and prior owners harmless from any claims raised after the closing transaction relating to the presence or non-disclosure of Substances in the property (said indemnity to include attorneys' fees). Buyer(s) are directed to consult the U.S. Environmental Protection Agency website at www.epa.gov or the equivalent state environmental/health services agency if additional information concerning indoor air quality and Substances is desired.

Buyers acknowledge that they have, per the terms of this Agreement, the opportunity to verify any inspections or matter disclosed on a Real Estate Disclosure, or perform their own inspections to the property. Buyer(s) shall report, in writing, the results of any such inspection(s), and repair requests. Buyer(s) shall supply Seller with a copy thereof, within ten (10) days after acceptance of this Agreement. Failure to do so shall be deemed a waiver of the Buyer's right to inspect and request repairs otherwise permitted under this Agreement. In the event of any claim or demand by Buyer(s) as a result of Buyer(s) inspection(s), the Seller shall have the option of:

- 1. Making said items operational or functional, agreeing to the expense in writing, or**
- 2. Giving Buyer(s) a credit for items, agreeing to the credit in writing, or**
- 3. Canceling this Agreement and refunding the Buyer's earnest money or other deposit.**

In any case, Seller shall not be responsible for the quality of any repairs which may be required, and Buyer(s) agree to look solely to the person or company performing any such repairs. Buyers agree to promptly inspect any repairs following notice from Seller that the repairs have been completed. If repairs are performed, credit is given (including without limitation, a closing cost/prepaid credit agreed to after inspections are performed), or price reduced in response to inspection issues, Buyer(s) agree to sign a release and hold harmless with respect to the condition of the property. If Buyer and Seller cannot agree on the amount of the credit, Seller may elect Option 3 above and cancel this Contract. If Buyer and Seller agree to a credit, Buyer is responsible for ensuring that Buyer's lender will allow such credit. In the event that Buyer's lender does not permit all or any part of a credit, Seller is under no obligation to provide buyer a credit to the extent not approved. Nor will Seller be obliged to pay any such credit outside of closing.

Any and all credits granted by the Seller to the buyer must appear on the Closing Disclosure. Seller shall not have any obligation to grant any credit that does not appear on the Closing Disclosure. Nor shall Seller have any obligation to give any credit to the extent it is not approved by Buyer's lender.

In order for the Buyer(s) to verify that the property is in the same physical condition, ordinary wear and tear excepted, as at the signing of the agreement, Buyer(s) have the right to make a final walk-through no later than seventy-two (72) hours prior to scheduled closing and shall inform Seller in writing of any objections within twenty-four (24) hours thereafter.

The closing of this sale and acceptance of a Deed or Lease Assignment by Buyer(s) shall constitute acknowledgment that the condition of the property and systems contained therein are acceptable and that any repairs performed by or on behalf of Seller are acceptable and deemed to have been performed in a workmanlike manner; and Seller shall have no further responsibility or obligation concerning the property and/or any repairs performed, and Buyer(s) waive all rights they may have concerning the condition of the property.

- 14. RISK OF LOSS:** This contract is further conditioned upon delivery of the improvements in their present condition and in the event of material damage by fire or otherwise in excess of ten (10) percent of the above purchase price before closing. Buyer may declare this contract void and shall be entitled to the return of his earnest money, or Buyer may elect to complete the transaction in accordance with this contract and the property is to be restored by Seller at Seller's expense prior to closing. Seller agrees to keep the subject property insured against fire and extended coverage risks until closing. Seller's liability to repair shall not exceed the purchase price.
- 15. DISCLOSURE:** Buyer(s) agree to execute the attached Cartus Corporation Real Estate Disclosure Acknowledgment (SRED), as a part of this agreement. By closing Buyers confirm that they have had an opportunity to review the contents of such disclosures.
- 16. STATEMENT OF PARTIES:** This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representations made by the other party or the sales representative bringing the parties together not contained herein. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provision of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. Gender and number, as herein used, shall be changed as the context may require. This contract shall be governed by the laws of the State of South Carolina. If any provision of this contract is invalid or unenforceable, the other provisions herein shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this contract. Each part hereby acknowledges receipt of a duplicate original hereof. The facsimile transmission of a signed copy hereof to the other party, followed by an acknowledgment of receipt sent by facsimile transmission, shall constitute delivery of a signed document. The parties agree to confirm such delivery by immediately mailing a signed copy to the other party. Time is of the essence in this contract. The term "days" in this agreement refers to calendar days.
- 17. ACCEPTANCE:** This Agreement is subject to Seller's approval, which shall be evidenced only by full execution of this Agreement.
- 18. AUTHORIZATION TO DISCLOSE INFORMATION:** Seller and Buyer authorize any closing attorney, closing agent and/or escrow company to release and disclose any seller's and/or buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein to the parties to this transaction, the real estate agents and Buyer's lender(s).
- 19. INTERNET CONNECTED DEVICES:** Home automation products, devices, components, electronics, hardware, software, hard drives, computer towers (CPU's), and all home automation or smart home controls and accessories, including but not limited to, smartphones, tablets, apps and applications, routers, wireless routers, wireless networks, "Wi-Fi" technology and equipment, automated or smart lighting controls, wireless or networked doorbells, keyless locks, wireless or networked thermostats, home security systems including cameras and microphones, and automated security lights are excluded unless

specifically included in the contract. Buyer(s) assume all responsibility for transferring administrative and other control for any/all smart home internet connected devices.

20. Buyer represents that it is not (and if applicable, its owners, officers, directors and employees are not) (i) included on any list maintained by the U.S. government (including the Office of Foreign Assets Control) of persons or entities with whom financial or similar transactions are prohibited; nor (ii) subject to sanctions imposed by the U.S. government. Buyer further represents that neither Buyer nor any person providing funds to Buyer (a) is under investigation for any illegal activity, or (b) had any fines or penalties assessed or had funds seized or forfeited under any anti-money laundering laws. Buyer will promptly notify Cartus in the event the representations in this Section are inaccurate, and cooperate with Cartus with respect to any resulting audits or investigations.

21. **PERSONAL PROPERTY:** Personal property made part of this sale: _____

22. **OTHER PROVISIONS:** _____

Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

Buyer: _____

Buyer: _____

Printed Name: _____

Printed Name: _____

Date Buyer(s) executed: _____

Seller: Cartus Financial Corporation

By: _____

Date Seller executed: _____

Subject to clearance of any check, Broker acknowledges receipt of the above mentioned earnest money and holds same in trust subject to the terms of this contract.

LISTING BROKER

SELLING BROKER

By: _____

By: _____

Convey title to: _____

Optional for Buyer: By initialing on the line below, Buyer hereby authorizes Cartus to disclose Buyer's contact information, including name, address, e-mail address, and/or telephone number to *Realogy Insurance Agency, Inc.* AKA Anywhere Insurance Agency

(Buyer initials)

(Co-Buyer initials)

Phone Number: _____

Email: _____