

AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (GENERAL COMMERCIAL USE)

Buyer(s),	("Buyer"), and
Seller(s),	
	("Seller").
(B) "Brokers" are licensed South Carol (C) "Closing Attorney" -is the licensed S (D) "Effective Date" -the final date uprinitials and date on this Contract and E (E) "Business Day" -a 24 hour period of following the Effective Date. Business (F) "Good Funds" -is the transfer of the	Seller, "Parties" defined as both Buyer and Seller. ina brokers-in-charge, their associated real estate licensees, and their subagents. South Carolina attorney selected by Buyer to coordinate the transaction and Closing. on which a Party to the negotiation places the final and required signatures and/or relivers Notice to cause this Contract to be binding on all Parties. Starting at 10 AM (M/Tu/W/Th/Fr) and counted from 10 AM of the first Business Day Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday. The required amount of United States Dollars (USD) within any required timeframe. The is of the essence with respect to all provisions of tine, or performance periods.
□BUYER □ SI	ELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE
2. PURCHASE PRICE: \$	(USD)
Payable by 🗌 a combination of financi	ng and cash or cash. Payment shall be good funds.
The sale of Buyer's real property attached.	is \square is not required for Purchase and this contingency terms \square are \square are not
interests, improvements, landscape, s agrees to maintain the Property in the grounds and any agreed upon repairs and tear. Buyer is solely responsible Adjustments).	Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant ystems, and fixtures if any thereon and further described below ("Property"). Seller same general condition as existed on the Effective Date, including any landscaping, or replacements, from the Effective Date through Closing subject to normal wear for inquiring about lease issues prior to signing Contract. Leasing issues: (see fuel tanks, alarm systems, satellite equipment, roll carts etc. and contain fuel, etc.
Address	Suite/Unit#
	State of South Carolina
Zip County of	
[] BUYER []	BUYER [] SELLER [] SELLER HAVE READ THIS PAGE
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Phone: Fax:

Lot _	Block	Section/Phase	Subdivision		
Othe	r			TMS	
Partie	es agree that no	o personal property w	ill transfer as part of th	nis sale, except described below a	and/or in attachment(s):
ea perio delay of wa of the agree as he	arlier later of set forth in Soly through no factory, restrictive concerning to convey merein stated; an	5 PM on or beforeec. 12 ("Closing Date ult of either party. Corovenants of record (property) and arketable title with a property din ownership type a	") with One (1) automative yance shall be fee rovided they do not matic all government state properly recorded general name(s):	when Seller conveys Property to or days from the expiratic extension of three (3) Busine simple made subject to all ease ake the title unmarketable or advatutes, ordinances, rules, permit eral warranty deed free of encuryer. The deed shall be delivered 10 AM. Parties agree the Brokers	ration of the Due Diligence ess days for an unforeseen ments, reservations, rights ersely affect the use/value ts, and regulations. Seller mbrances and liens except
closir	ng and relevan	t documents; and the	•	en copies of the settlement stat	
\$ Effect to be for 0 as Es regul	a Credit to Buy Closing by Closcrow Agent to lations. Broker	accompanies this carnest Money is in the rer at Closing or disburosing Attorney. Buy deposit and hold and does not guarantee p	rsed only as Parties ag er and seller author disburse earnest mon ayment of a check or	will be paid within cash other (wire, etc.) gree in writing or by court order or	Contract, the law, and any ney. Parties direct escrow
ESCI BOTI COM CON TREA ACTI COS \$	ROW AGENT I H PARTIES HA IPETENT JURI TRACT OR FIN ASURER. EAR IONS OCCUR, TS AND ATTO	HOLDING THE EARI AVE EXECUTED AN ISDICTION HAS DIF /E YEARS AFTER C NEST MONEY WILL NONPREVAILING P PRNEY FEES. IF INT OF EARNEST MON	NEST MONEY DEPOR AGREEMENT AUTHOR RECTED A DISBURS LOSING DATE, ESCE NOT BE DISBURSED ARTY AGREES TO IN ERPLEADER OR ME NEY SHALL BE RELE	DER ALL CIRCUMSTANCES SIT WILL NOT DISBURSE IT TO DRIZING THE DISBURSEMENT EMENT OR AS OTHERWISE A ROW AGENT MAY DISBURSE E D UNTIL DETERMINED TO BE O NDEMNIFY AND PAY ESCROW EDIATION IS TO BE UTILIZED, EASED AND/OR PAID TO THE I ATION. ESCROW AGENT ACKN	O EITHER PARTY UNTIL OR UNTIL A COURT OF AGREED UPON IN THIS EARNEST MONEY TO SC GOOD FUNDS. IF LEGAL AGENT'S FEES, COURT PARTIES AGREE THAT ESCROW AGENT PRIOR
finan- all co recur real e deed costs	cing, pre-paid rosts to obtain in rring closing con estate broker con preparation, do s necessary to co	recurring items, insura- formation from or pe sts, title exam, FHA/V ompensation, and the eed recording costs, of deliver marketable title	ance (mortgage insura rtaining to any owners 'A allowable costs, fee e cost of any inspecto leed stamps/tax/record e and payoffs, satisfac	ude all costs and closing costs ance, title insurance lender/owners association (aka certificate of a seand expenses of Buyer's attorner, appraiser, or surveyor. Seller's ding costs calculated based on the stions of mortgages/liens and recensation, and fees and expenses	r, hazard) discount points, issessment), interest, non- ney, contractually required a transaction costs include to value of the Property, all ording, property taxes pro-
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buyer will pay buyer a transaction costs and belief pay belief a transaction costs unless otherwise agreed.
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 the owners association, etc.) are the Seller's or Buyer's transaction costs.
7. FINANCE: Buyer's obligation under this Contract \square is \square is not contingent upon obtaining financing during the Due Diligence Period.
8. INSPECTION/REINSPECTION RIGHTS: Buyer and qualified/certified inspectors ("Inspectors") can 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 Buye Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.
Seller 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
Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians plumbers, etc.) to safely connect and operate the utilities during the Inspections
Other see attached.
Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers 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 for all claims, injuries, and 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.
9. APPRAISED VALUE:
This Contract \Box is \Box is not contingent upon the Property being valued at an Appraised Value equal to or greater than the Purchase Price.
10. SURVEY, TITLE EXAMINATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.
11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.
12. DUE DILIGENCE:
The DUE DILIGENCE PERIOD ends no later than earlier later of Business Days after the origina Effective Date or on unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.
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During the Due Diligence Period, Seller agrees Buyer may choose any of the following: Conduct/obtain inspections Obtain necessary permits Obtain necessary rezoning of the Property Determine availability of utilities to the Property Obtain financing Conduct a survey of the Property Conduct an environmental study of the Property Conduct a soil analysis of the Property Terminate Contract by delivering written notice to the Seller
TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller Notice of Termination If Seller receives the Delivered Notice of Termination during the Due Diligence Period, any remaining Earnest Money shad be returned to the Buyer. Should Buyer not Deliver Notice of Termination to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.
SHOULD BUYER FAIL TO 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 Property for the Purchase Price while Sellemaintains the Property from the Effective Date through Closing subject to normal wear without repair of the replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Partie in this Contract.
13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prict to Closing, Either Party will have the right for 10 Business Days after Notice of damage to Deliver Notice of Termination of the other party. If both Parties agree to proceed according to the Contract, Seller is to be responsible to (1) repair a damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remany deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying and paying Seller for damages. Brokers and Parties should ensure that they are protected by appropriatinsk management strategies such as insurance.
14. PERMITS AND LICENSES: This Contract is is not contingent upon Buyer's ability to acquire all require licenses and permits from the appropriate authorities for Buyer's intended use.
15. REZONING: This Contract is is not contingent upon the Property being rezoned.
16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract is is not contingent upon Buyer's abilito obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities a required permits for water and sewer service to the Property suitable for the Buyer's intended use.
17. 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 sharemain 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 an 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 the Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.
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18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]: Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.
☐ Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).
19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.
20. MEGAN'S LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.
21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION : According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker \square may \square may not place deposited earnest monies into an interest bearing trust account.
22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.
23. ROLLBACK TAXES (IF ANY): The Parties agree that the Seller or Buyer shall pay any rollback taxes when rollback taxes are determined and billed.
24. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): 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. Illegal provisions are severable.
25. 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 and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, 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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26. 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 Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action 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 Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action 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.
- 27. 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 of the NATIONAL ASSOCIATION OF REALTORS® (info@ SCREALTORS.org 1-800-233-6381). 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.
- 28. 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.
- 29. 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 (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. 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.
- **31. 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 SC law firm 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

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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.

32. 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 claim is 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 will indemnify and hold harmless and pay attorneys fees for Brokers from beach 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.

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.
33. 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:
34. 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. 35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.
Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the South Carolina Disclosure of Real Estate Brokerage Relationships, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.
36. 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 AM PM on, unless accepted or counter-offered by the other Party in written form Delivered prior to
such deadline.

IN WITNESS WHEREOF, this Contract has been If signee is not a Party, appropriate legal docum to be Delivered within Business Days.		orization, etc.) are attached or
Parties shall initial and date all changes in th	is Contract and initial all pages.	
BUYER:	Date:	Time:
BUYER:	Date:	Time:
	Date:	Time:
	Date:	Time:
NOTICE ADDRESS/EMAIL/FAX:		
SELLER:		
SELLER:	Date:	Time:
	Date:	Time:
	Date:	Time:
REALTOR® is the registered collective membership mark which ma	ay be used only by those real estate licensees who are n	nembers of the NATIONAL ASSOCIATION OF
REALTORS® and who subscribe to its strict professional Code of E and expressly prohibits the display, distribution, duplication, transm "South Carolina Association of REALTORS®" in connection with any the legal adequacy of this form or the information added for a specific form meets your legal need.	ission, alteration, or reproduction of any part of SCR copy written or electronic format without the prior written conse	lyright content as well as the use of the name ant of SCR. SCR makes no representation as to
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TRANSACTIONAL INFORMATION	۷:					
ESCROW AGENT ACKNOWLED	GEMENT SIGNATU	RE:				
ESCROW AGENT NAME (BROKER IN CHARGE/OTHER):						
DESCRIBE ESCROW AGENCY (E	3ROKERAGE/LAW	FIRM/OTHER):				
ESCROW AGENT CONTACT INF	0:					
LICENSEE:		SC LICENSE #	EXPIRES			
BROKER IN CHARGE:		SC LICENSE #	EXPIRES			
BROKERAGE COMPANY NAME:						
INVOLVED AS: BUYER AGEI CUSTOMER FACILITATOR	NT SELLER SU	BAGENT DUAL AGENT	BUYER DESIGNATED AGE	:NT		
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*DESIGNATED AGENCY -T		ARGE AND ALL ASSOCIATED ENTS, ARE DUAL AGENTS.	LICENSEES, EXCEPT THE			
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