

Listing Firm _____			Selling Firm _____		
<input type="checkbox"/>			<input type="checkbox"/>		
Seller's Designated Agent _____			Dual Agent _____		
Buyer's Designated Agent _____					
Phone Number _____	Office _____	Fax _____	Phone Number _____	Office _____	Fax _____
Email Address _____			Email Address _____		
Delivered by Designated Agent to _____			Day _____	Date _____	Time _____ AM/PM
Comments _____					
Received by Designated Listing Agent _____			Day _____	Date _____	Time _____ AM/PM

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

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Date: _____

PROPERTY DESCRIPTION: I/We offer and agree to Buy/Sell the property at:

(Municipal Address) _____
 City _____; Zip _____; Parish _____; Louisiana,
 (Legal Description) _____
 on lands and grounds measuring approximately _____
 or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently
 attached improvements, together with all fences, security systems, all installed speakers or installed sound
 systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all
 ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window
 coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet
 knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all
 installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the
 ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and
 ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here
 remain with the property, but are not to be considered as part of the Sale Price and have no value: _____

All items listed herein are included in the property sold no matter how they are attached or installed, provided that
 any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the
 "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively
 referred to herein as the "Property.") The following items are excluded from the Property sold:

MINERAL RIGHTS: If SELLER transfers any mineral rights, they are to be transferred without warranty.
 _____% mineral rights owned by SELLER are to be reserved by SELLER and the SELLER shall waive any
 right to use the surface for any such reserved mineral activity or use.

PRICE: The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
 law or ordinances affecting the Property for the sum of _____
 _____ Dollars (\$) (the "Sale Price").

ACT OF SALE: The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by
 BUYER, on _____, 20____, or before if mutually agreed upon. Any change of the date
 for execution of the Act of Sale must be mutually agreed upon in writing and signed by SELLER and BUYER. At
 closing, BUYER must provide "good funds" if required by Louisiana statute LA R.S. 22:512 *et seq.* Security
 deposits are to be transferred to BUYER at Act of Sale.

OCCUPANCY: Occupancy/possession and transfer of keys are to be granted at Act of Sale unless mutually
 agreed upon in writing.

BUYER'S Initials _____

SELLER'S Initials _____



Property address, street, city, state, zip

47 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:** This sale is contingent on the sale of other
48 property by the BUYER and the attached contingency clause addendum shall apply. This sale is not
49 contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale
50 Price contingent on the BUYER'S sale of any property.

51
52 **ALL CASH SALE:** BUYER warrants he has cash readily available to close the sale of this Property.

53
54 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security
55 for the loan the sum of \$ _____ or _____% of the Sale
56 Price by a mortgage loan or loans at an initial interest rate not to exceed _____% per annum, interest and
57 principal, amortized over a period of not less than _____ years, payable in monthly installments or on any other
58 terms as may be acceptable to BUYER provided that these terms do not increase the cost, fees or expenses to
59 SELLER. The loan shall be secured by a Fixed Rate Mortgage; Adjustable Rate Mortgage; VA
60 Guaranteed Mortgage; FHA Insured Mortgage; Owner Financing; Bond Financing; Other. Fees paid
61 by SELLER that are required by lender, if any, shall not exceed \$ _____. BUYER agrees to
62 pay discount points not to exceed _____% of the loan amount. Other financing conditions:
63 _____
64 _____
65 _____

66
67 In the event BUYER is not able to secure financing, SELLER reserves the right to provide all or part of mortgage
68 loan(s) under the terms set forth above. The BUYER acknowledges and warrants that he has available the funds
69 which may be required to complete the sale of the Property including, but not limited to, the deposit, the down
70 payment, closing costs, pre-paid items, and other expenses. BUYER agrees to make good faith application within
71 _____ calendar days after acceptance of this offer or any counteroffer. Written proof from the lender that the
72 application has been made shall be supplied by BUYER to the SELLER. Final loan approval shall be obtained on
73 or prior to _____. Any extension of this date shall be in writing and shall be signed by all
74 parties. BUYER authorizes and instructs lender to release to SELLER, or SELLER'S Broker or Designated Agent,
75 written verification of the loan application and final loan approval.

76
77 **PRORATION/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, assessments,
78 condominium dues, assessments, and/or other dues owed to homeowners associations and the like for the
79 current year are to be prorated through the date of the Act of Sale. Act of Sale costs, title insurance and other
80 costs required to obtain financing, shall be paid by BUYER, unless otherwise stated herein. All necessary tax,
81 mortgage, conveyance, release certificates or cancellations and SELLER closing fees, if any, shall be paid by
82 SELLER. Seller shall pay all previous years taxes, assessments, condominium dues, assessments and/or dues
83 owed to homeowners associations and the like. All special assessments bearing against the Property prior to Act
84 of Sale, other than those to be assumed by written agreement as of the date of the Act of Sale, are to be paid by
85 Seller.
86

87 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the
88 Property being not less than the Sale Price. If the appraised value of the Property is equal to or greater than the
89 Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less
90 than the Sale Price, BUYER shall immediately provide written notification to SELLER of appraised value and
91 BUYER'S request for SELLER to reduce the Sale Price. Within _____ (_____) calendar
92 days after SELLER'S receipt of such written notification of the appraised value, BUYER shall have the option to
93 pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless SELLER agrees in writing
94 to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.
95

96 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, SELLER and BUYER shall be bound by
97 all terms and conditions of this Agreement, and BUYER or BUYER'S agent will deliver immediately upon notice of
98 acceptance of the offer a deposit (the "Deposit") in the amount of \$ _____ or _____%
99 of the Sale Price to be paid in the form of: Cash \$ _____
100 Check \$ _____ Promissory Note \$ _____
101 The Deposit shall be held by _____.

102
103 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it
104 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
105 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension
106 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute

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107 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the
108 Rules and Regulations set forth by the Louisiana Real Estate Commission.

109
110 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void
111 without demand in consequence of the following events:

- 112 1) If this Agreement is declared null and void by BUYER during the inspection period as set forth in lines 152
113 through 167 of this Agreement;
114 2) If this Agreement is subject to BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
115 stated in lines 67 through 75 of this Agreement but only if the BUYER has made timely application for the loan
116 and made good faith efforts to obtain the loan;
117 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
118 SELLER will not reduce the Sale Price as set forth in lines 87 through 94 of this Agreement;
119 4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in
120 lines 124 through 128 of this Agreement;
121 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
122 as set forth in lines 168 through 174.

123
124 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon BUYER'S receipt of a copy of all written
125 leases (excluding mineral leases) and unpaid special assessments from SELLER within five (5) calendar days of
126 acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost
127 of local improvements. BUYER will have five (5) calendar days after receipt of the aforementioned documents to
128 notify SELLER, in writing, of BUYER's intent to terminate the Agreement.

129
130 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to
131 be constructed, check one: A new home construction addendum, with additional terms and conditions, is
132 attached. There is no new home construction addendum.

133
134 **INSPECTION AND DUE DILIGENCE:** BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE
135 PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION;
136 ACCORDINGLY, SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING
137 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS
138 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
139 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

140
141 BUYER shall have an inspection period of (____) calendar days, commencing the first day after acceptance of
142 this Agreement wherein, BUYER may, at BUYER'S expense, have any inspections made by experts or others of
143 his choosing. Such inspections may include, but are not limited to, inspections for termites and other wood
144 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco,
145 drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer
146 availability and condition, out-buildings, square footage, school district, flood zone classifications, current zoning
147 and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure
148 Document. All testing shall be nondestructive testing. SELLER agrees to provide the utilities for inspections and
149 immediate access. If BUYER is not satisfied with the condition of the Property the BUYER may choose one of the
150 following options within the inspection period:

151
152 **Option 1:** BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void; or
153 **Option 2:** BUYER may indicate in writing the deficiencies and desired remedies and SELLER will within seventy
154 two (72) hours respond in writing as to SELLER's willingness to remedy those deficiencies ("SELLER'S
155 Response").

156
157 **Should SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER,**
158 **then BUYER shall have seventy-two (72) hours from the date of SELLER's Response or seventy-two (72) hours**
159 **from the date that SELLER's Response was due, whichever is earlier, to: (a) accept SELLER'S Response to**
160 **BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this**
161 **Agreement. BUYER'S response shall be in writing. Upon BUYER'S failure to respond to the SELLER's Response**
162 **by the time specified or BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be**
163 **automatically, with no further action required by either party, ipso facto null and void except for return of Deposit**
164 **to the BUYER. FAILURE TO MAKE INSPECTIONS OR TO GIVE WRITTEN NOTICE OF DEFICIENCIES AND**
165 **DESIRED REMEDIES TO SELLER (OR SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 141**
166 **THROUGH 155 WITHIN THE INSPECTION PERIOD SHALL BE DEEMED AS ACCEPTANCE BY BUYER OF**
167 **THE PROPERTY'S CURRENT CONDITION.**

168 **PRIVATE WATER/SEWERAGE:** In the event there is a private water system or private sewerage system on

BUYER'S Initials _____

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Property address, street, city, state, zip

169 **the Property, the SELLER shall provide, at SELLER's expense, approval of the private water or sewerage**
170 **system, in accordance with the appropriate governmental entity. An approved sewerage and/or water**
171 **inspection report will be issued within thirty (30) days prior to the Act of Sale by the appropriate**
172 **governmental agency. The approved inspection and test on the water and/or sewerage system are to be**
173 **furnished and paid for by the SELLER. Any private water system or private sewerage system repairs**
174 **necessary to obtain approved inspection certificate will be paid by SELLER.**
175

176 **HOME SERVICE/WARRANTY:** A home service/warranty plan will will not be purchased at the closing of
177 sale at a cost not to exceed \$ _____ to be paid by BUYER SELLER Neither and
178 ordered by _____. It is understood that Agent/Broker may receive compensation
179 from the home warranty company for actual services performed. The home service warranty plan does not
180 warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or
181 responsibilities. If neither BUYER nor SELLER accepts the home service warranty plan, they declare that they
182 have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents
183 harmless from any responsibility or liability due to their rejection of such a plan.

184 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)**

185 **A. SALE WITH WARRANTIES:** SELLER and BUYER acknowledge that this sale shall be with full SELLER
186 warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil
187 Code Article 2520, *et seq.* and Article 2541, *et seq.*
188

189 **B. SALE "AS IS" WITHOUT WARRANTIES:** SELLER and BUYER hereby acknowledge and recognize that the
190 **Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive,**
191 **relieve and release SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code**
192 **Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sale Price pursuant to Louisiana Civil Code**
193 **Article 2541, *et seq.* Additionally, BUYER acknowledges that this sale is made without warranty of fitness for**
194 **ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER agree that this**
195 **clause shall be made a part of the Act of Sale.**
196

197 **C. NEW HOME WARRANTIES.** Notwithstanding lines 185 through 195 and irrespective of whether A or B
198 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
199 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of
200 **this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the**
201 **New Home Warranty Act.**
202

203 **MERCHANTABLE TITLE/CURATIVE WORK:** SELLER shall deliver to BUYER a merchantable title at SELLER's
204 costs (see lines 207 through 209). In the event curative work in connection with the title to the Property is required
205 or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do
206 extend the date for passing the Act of Sale to a date not more than _____ (____)
207 **calendar days from the date of the Act of Sale stated herein. SELLER's title shall be merchantable and free of all**
208 **liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title**
209 **merchantable shall be paid by SELLER. SELLER shall make good faith efforts to deliver merchantable title.**
210 **SELLER's inability to deliver merchantable title within the time stipulated herein shall render this Agreement null**
211 **and void, reserving unto BUYER the right to demand the return of the Deposit and to recover from SELLER actual**
212 **costs incurred in processing of sale as well as legal fees incurred by BUYER.**
213

214 **FINAL WALK THROUGH:** BUYER shall have the right to re-inspect the Property within five (5) days prior to the
215 Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the same or better
216 condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed. SELLER
217 agrees to provide utilities for the final walk through and immediate access to the Property.
218

219 **DEFAULT OF AGREEMENT BY SELLER:** In the event of any other default of this Agreement by SELLER except
220 as set forth in lines 110 through 122 or lines 209 through 212, BUYER shall at BUYER'S option have the right to
221 declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:
222 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
223 equal to 10% of the Sale Price as stipulated damages.
224

225 Further, BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
226 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
227 liable for Broker fees.

BUYER'S Initials _____

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228 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any other default of this Agreement by BUYER except
229 as set forth in lines 103 through 122, **SELLER shall have at SELLER's option the right to declare this Agreement**
230 null and void with no further demand, or to demand and sue for any of the following:
231 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
232 equal to 10% of the Sale Price as stipulated damages.

233
234 Further, SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce
235 any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable
236 for Broker fees.

237
238 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
239 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing
240 this page of the Agreement, BUYER acknowledges that the real estate agent has provided BUYER with the EPA
241 website enabling BUYER to obtain information regarding common mold related hazards.

242
243 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
244 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
245 the locations of individuals who are required to register pursuant to LA R.S. 15:540 et seq. The website for the
246 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
247 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
248 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

249
250 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
251 the State of Louisiana.

252
253 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or
254 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
255 Agreement shall end at 12:00 midnight in Louisiana.

256
257 **ADDITIONAL TERMS AND CONDITIONS:**

258 _____
259 _____
260 _____
261 _____
262 _____
263 _____
264 _____
265 _____

266 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as
267 real estate brokers to bring the parties together and make no warranty to either party for performance or non
268 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.
269 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
270 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
271 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and BUYER
272 has or will independently investigate all conditions and characteristics of the Property which are important to
273 BUYER. BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or
274 re-inspect the Property; BUYER understands any representative desired by BUYER may perform this function. In
275 the event Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not
276 warrant the services of such experts or their products and cannot warrant the condition of Property or interest to
277 be acquired, or guarantee that all defects are disclosed by SELLER(s). Broker/Agent(s) do not investigate the
278 status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated
279 Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the
280 **Government's hundred year flood plan or is or would be classified as wetlands by the U.S. Army Corp. of**
281 **Engineers, or as to the presence of wood destroying insects or damage therefrom. BUYER(s) are to satisfy**
282 **themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the**
283 **conditions as set forth in LA R.S. 37:1446(h) are met.**

284
285 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- 286 Contingency for Sale of Buyer's Other Property Addendum _____
287 Condominium Addendum _____
288 FHA Amendatory Clause _____
289 New Construction Addendum _____

BUYER'S Initials _____

SELLER'S Initials _____



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290 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on
291 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum
292 provisions control.
293

294 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is
295 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may
296 be.
297

298 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. Notice of this acceptance may be
299 communicated by facsimile transmission or electronic signature. The original of this document shall be delivered
300 to the listing **Broker's** firm. This Agreement and any supplement addendum or modification relating hereto,
301 including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more
302 counterparts, all of which shall constitute one and the same Agreement.
303

304 **CONTRACT:** This is a legally binding contract when signed by both SELLER and BUYER. READ IT
305 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing
306 this contract or attempting to enforce any obligation or remedy provided herein.
307

308 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other
309 agreements not incorporated herein in writing are void and of no force and effect.
310

311 **EXPIRATION OF OFFER:**

312 This offer is binding and irrevocable until _____ AM/PM/MIDNIGHT/NOON.
313

314 **X** _____

315 Buyer's/ Seller's Signature Date/Time

316 _____

317 Print Buyer's/Seller's Full Name (First, Middle, Last)

318 _____

319 Street Address

320 _____

321 City, State, Zip

322 _____

323 Last 4-digits of SSN Telephone Number.Cell

324 _____

325 Telephone Number.Home Telephone Number.Work

326 _____

327 E-Mail Address

328 _____

329 This offer was presented to the Seller/Buyer by

330 _____

331 _____

332 This offer is: Accepted Rejected (without counter) Countered (See Attached Counter) by:

333 _____

334 **X** _____

335 Buyer's/ Seller's Signature Date/Time

336 _____

337 Print Buyer's/Seller's Full Name (First, Middle, Last)

338 _____

339 Street Address

340 _____

341 City, State, Zip

342 _____

343 Last 4-digits of SSN Telephone Number.Cell

344 _____

345 Telephone Number.Home Telephone Number.Work

346 _____

347 E-Mail Address

348 _____

349 This counter offer was presented to the Seller/Buyer by

All language after Line 349 deleted.

BUYER'S Initials _____

SELLER'S Initials _____

