

TERMS OF SALE

Purchase Price:

Purchase Price for the subject property is One Million Two Hundred Ninety-Five Thousand Dollars (\$1,295,000.00) or **MAKE AN OFFER** and email it to john@ca-subdivisions.com

Deposits and Feasibility Period:

Buyer shall within three business (3) days following Seller's and Buyer's mutual execution of the Purchase Agreement, deposit the amount of Ten Thousand Dollars (\$10,000.00) (the "Deposit") with Escrow Holder. The Deposit shall be credited against the Purchase Price at the Close of Escrow.

Close of Escrow:

Close of Escrow shall occur within thirty (30) days after the mutual execution the Purchase Agreement.

Seller's Obligations:

- Seller shall provide title to the Property.
- Seller will prepare a formal Purchase and Sale Agreement incorporating the essential terms described herein.

Representations and Warranties:

Seller shall represent to Buyer that Seller is a limited liability company in good standing under the laws of the state of its formation, and that Seller has proper authority to conclude the transaction contemplated by the Purchase Agreement. In all other respects, the transaction will be concluded on an "AS-IS, WHERE IS, WITH ALL FAULTS" basis and, without limitation, the Seller will make no representations or warranties concerning the condition of, or the entitlements for, the Property. The Purchase Agreement shall expressly provide that Buyer unconditionally releases Seller and its officers, directors, members, agents and representatives from any liability or claim whatsoever concerning the physical or environmental condition of the Property or the entitlements.

Confidentiality:

Both parties shall agree to keep the terms of the Purchase Agreement strictly confidential, except to the extent disclosure to the parties' respective principals, attorneys, consultants, and financial sources is reasonably required and except for any disclosure which is required by law.

Closing Costs:

Seller shall pay for 1/2 the escrow fees and the documentary transfer tax. Buyer shall pay for the CLTA (title insurance), 1/2 the escrow fees and the recording fees, all other fees if any shall be borne by the parties in accordance with the prevailing custom in the County of Stanislaus.

Title/Escrow:

Chicago Title Company 5260 Pirrone Court, Suite 300, Salida, CA 95368. Phone (209) 574-5223, Facsimile (209) 543-1753, Attn: Karla Haney