

# EXHIBIT

# A

Coldwell Banker Road to the Rim  
**COMMERCIAL REAL ESTATE  
 PURCHASE CONTRACT**

Document updated:  
 May 2003



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**RECEIPT**

1. Offer Received From: ("Buyer") North Valley Romanian Pentecostal Church Inc
2. Agency Confirmation: Broker named on Line 18 is the agent of (check one):
3.  the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller
4. Amount of Earnest Money: Five Thousand \$ 5,000.00
5. All earnest money shall be deposited into a federally insured account acceptable to Buyer and Seller and any interest earned thereon shall also be included as earnest money ("Earnest Money"). Buyer agrees that, if Buyer breaches this Contract, Earnest Money is subject to forfeiture. If any check for Earnest Money is dishonored for any reason, Seller may, at Seller's option, immediately cancel this Contract pursuant to lines 309-313. Unless otherwise provided herein, all Earnest Money is considered to be part of the Purchase Price for the Property described below.
10. Earnest Money shall be: (check one)
11.  Delivered by Buyer to Escrow Company upon mutual execution of this Contract.
12.  Held by Broker until mutual execution. Upon mutual execution, Broker shall promptly deposit the Earnest Money with the Escrow Company to which the check is payable. If the check is payable to Broker, Broker shall deposit the check in Broker's trust account or endorse the check without recourse and deposit it with a duly licensed Escrow Company.
15. Form of Earnest Money:  Personal Check  Other: \_\_\_\_\_
16. Deposited with:  Broker's Trust Account  Escrow Company
17. Offer Received By: John and Joyce Schusler  
(PRINT SALESPERSON'S NAME AND AGENT CODE) (SALEPERSON'S SIGNATURE) (MO/DAY/YR)
18. Coldwell Banker Road to the Rim (collectively "Broker")  
(PRINT NAME OF FIRM) (OFFICE CODE)

**PROPERTY AND PURCHASE PRICE**

19. Property Description and Offer: Buyer agrees to purchase and Seller agrees to sell the following real property:
20. Property Address: 2269 Hwy 260
21. City: Overgaard County: Navajo AZ, Zip Code: 85933
22. Assessors Parcel # Parcels F, G, & H
23. Legal description: Parcels F, G, & H, Bison Ranch according to Book 22 of Maps, pg 14 thru 17
24. and Amendment recorded in Book 25 of Maps, page 46 through 49, records of Navajo County.
25. \_\_\_\_\_
26. which includes, at no additional cost to Buyer, all fixtures and improvements thereon, as well as the following items, if any, owned by Seller and presently located on or in the real property: electrical distribution systems (power panels, ducting, conduits, disconnects), lighting fixtures, computer wiring, telephone distribution systems (lines, jacks and connections), heating, ventilation and air conditioning equipment, evaporative coolers, air lines, carpets, window coverings, wall coverings, security and fire detection systems/alarms, and toilets, water heaters from Bunk House.
31. \_\_\_\_\_
32. (collectively the "Property"). All fixtures and improvements shall be free of liens and encumbrances unless otherwise specified.
33. Leased Equipment NOT Included: None
34. Personal Property included: Furniture from Bunk House.
35. Personal property shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES, and SELLER MAKES NO WARRANTY of any kind, expressed or implied (including, without limitation, ANY WARRANTY OF MERCHANTABILITY).
36. Addenda Incorporated:  Schedule of personal property  Lead-Based Paint Disclosure  Other \_\_\_\_\_
37. \$ 160,000.00 Full Purchase Price, paid as outlined below. Buyer acknowledges that failure to have funds deposited as required to close escrow on the date specified herein shall constitute a material breach of Contract.
38. \$ 5,000.00 Earnest Money See Line 11 of Contract.
39. \$ \_\_\_\_\_ Additional Earnest Money \_\_\_\_\_
40. \$ 155,000.00 Cash at COE
41. \_\_\_\_\_
42. \_\_\_\_\_
43. \_\_\_\_\_
44. \_\_\_\_\_

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SELLER	SELLER
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<Initials

Initials>

<u>JS</u>	<u>JCS</u>
BUYER	BUYER



45. Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of

46. this Contract shall be: Lawyers Title (ESCROW COMPANY) Darlene Duke (CONTACT PERSON)
P.O. Box 399, Heber, AZ 85928 (ADDRESS) (928) 535-5925 (TELEPHONE)
(928) 535-5938 (FAX) darleneduke@ltic.com (E-MAIL)

49. Opening of Escrow: The term "Opening of Escrow" shall mean the date when a fully executed Contract and the Earnest Money
50. have been delivered to Escrow Company. Escrow Company shall immediately notify Buyer, Seller and Broker(s) in writing of the
51. date of the Opening of Escrow.

52. Close of Escrow: Seller and Buyer shall comply with all terms and conditions of this Contract and Close Escrow
53. 6/30/11

54. but in no event later than 06/30/2011. Any other closing date requires the written mutual agreement of Seller and Buyer.

55. Seller and Buyer hereby agree that the Close of Escrow shall be defined as recordation of the deed and any other documents
56. required to complete the transaction. The parties expressly agree that the failure of any party to comply with the terms and
57. conditions of this Contract by the scheduled Close of Escrow shall constitute a material breach of this Contract.

58. Possession and Keys: Possession and occupancy of the Property shall be delivered to Buyer at Close of Escrow,
59. or [ ] , subject to the rights of tenants under existing leases. Seller shall provide keys and/or means to operate
60. all locks, mailboxes, security system/alarms, access to all common area facilities and
61.

DUE DILIGENCE AND INSPECTIONS

62. Due Diligence: Buyer's due diligence and inspection period shall be thirty (30) days or [ ] 15 days after Opening of Escrow
63. ("Due Diligence Period"). During the Due Diligence Period, Buyer shall satisfy itself with respect to the physical condition of the
64. Property, the condition of title to the Property and as to the feasibility and suitability of the Property for Buyer's intended purpose.
65. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

66. Buyer Disapproval: If prior to the expiration of the Due Diligence Period or as otherwise provided herein, Buyer, in Buyer's sole
67. discretion, disapproves of the Property, Buyer shall:

- (a) immediately cancel this Contract pursuant to Lines 309-313 without further written consent of the parties, in which event all
69. Earnest Money shall be returned to Buyer; or
(b) deliver to the Seller written notice of the items disapproved and provide Seller an opportunity to correct the items.
71. If Buyer elects option (b), Seller shall respond in writing within five (5) days or [ ] days after delivery to Seller
72. of Buyer's notice of items disapproved. If Seller is unwilling or unable to agree to correct any of the terms disapproved by
73. Buyer, including making any repairs in a workmanlike manner, Buyer may either:
74. (a) cancel this Contract within five (5) days after receipt of Seller's response or after expiration of the time period for
75. Seller's response, whichever occurs first, in which case all Earnest Money shall be returned to Buyer; or
76. (b) proceed with the transaction, in which case Seller is not obligated to correct those items Seller has not agreed to
77. correct in writing.

78. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or
79. studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written
80. contract that Buyer entered into with the consultant who prepared such report or study specifically forbids the dissemination of the
81. report or study to others.

82. BUYER'S FAILURE TO GIVE WRITTEN NOTICE OF CANCELLATION OF THIS CONTRACT OR DISAPPROVAL OF ITEMS
83. WITHIN THE SPECIFIED TIME PERIODS SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH
84. THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS THAT SELLER HAS NOT AGREED IN
85. WRITING TO CORRECT.

86. Inspections: During the Due Diligence Period, Buyer shall have the right, at Buyer's expense, to select an inspector(s), and to
87. make economic, environmental and physical "inspections" (including tests, surveys, and other studies) of the Property, including but
88. not limited to square footage, wood infestation, roof, designated flood hazard areas, structural, plumbing (such as galvanized or
89. polybutylene pipes), sewer/septic, well, heating, air conditioning, electrical and mechanical systems, built-in appliances, soil,
90. foundation, pool/spa and related equipment, cost of compliance with swimming pool regulations, possible environmental hazards
91. (such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, methamphetamine, LSD, ecstasy,
92. hazardous waste, other substances, materials or products, and/or location in a federal or state Superfund area), water damage,
93. mold, conditions conducive to mold, geologic conditions, location of property lines, water/utility use restrictions and fees for services
94. such as garbage, water/utility or fire protection, sign usage, zoning regulations, variances, use permits, and compliance with
95. Americans with Disabilities Act. If the presence of sex offenders in the vicinity of the Property or the occurrence of a disease, natural
96. death, suicide, homicide or other crime on or in the vicinity of the Property is a material matter to the Buyer, it must be investigated
97. by the Buyer during the Due Diligence Period.

98. Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE (OR NET ACREAGE) OF THE
99. REAL PROPERTY (LAND) OR IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE FOOTAGE (OR NET ACREAGE) IS
100. A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

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Initials: [Signature]
SELLER SELLER BUYER BUYER




- 101. **Wood Infestation Inspection:** IF CURRENT OR PAST WOOD INFESTATION (SUCH AS TERMITES) IS A MATERIAL MATTER
- 102. TO THE BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD. If the lender requires an updated Wood
- 103. Infestation Report, it shall be performed at Buyer's expense. If wood infestation is disclosed in any Wood Infestation Report,
- 104. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
- 105. **Flood Hazard:** If the Property is situated in an area identified as having any special flood hazards by any governmental entity
- 106. including, but not limited to, being designated as a special flood hazard area by the Federal Emergency Management Agency
- 107. (FEMA), the Buyer's lender may require the purchase of flood hazard insurance at the Close of Escrow or some future date. Special
- 108. flood hazards may affect the ability to encumber or improve the Property now or at some future date. Flood hazard designation of
- 109. the Property or cost of flood hazard insurance shall be determined by Buyer during the Due Diligence Period.
- 110. **Survey:** A survey  shall be performed  is waived by the Buyer.
- 111. If a survey is to be performed, Buyer shall have the survey completed by a licensed surveyor in accordance with the Arizona State
- 112. Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards" and review the receipt of results of survey or
- 113. map during the Due Diligence Period.
- 114. Cost of the survey shall be paid by:  Seller  Buyer  Other: \_\_\_\_\_
- 115. Surveyor's instructions are:  A boundary survey and survey plat showing the corners either verified or monumentation.
- 116.  A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient
- 117. detail for issuance of an American Land Title Association ("ALTA") Owner's Policy of Title Insurance
- 118. showing all boundary, encroachment or survey exceptions and all improvements, utility lines and
- 119. easements on the Property or within five (5) feet thereof.
- 120.  Other survey terms: Properties to be flagged and staked.
- 121. \_\_\_\_\_
- 122. **Buyer's Responsibility Regarding Inspections:** Buyer shall keep the Property free and clear of liens, shall indemnify and hold
- 123. Seller harmless from all liability, claims, demands, damages, and costs and shall repair all damages arising from the inspections.
- 124. **Final Walkthrough:** The Seller grants Buyer and any representative of Buyer reasonable access to conduct a final walkthrough of the
- 125. Property for the purpose of satisfying Buyer that any repairs agreed to by the Seller have been completed and, further, that the Property
- 126. is in substantially the same condition as on the date of the mutual execution of the Contract. Seller shall make the Property available for
- 127. the final walkthrough. If Buyer does not conduct such walkthrough, Buyer specifically releases Seller and Broker(s) of any liability.
- 128. **Seller's Responsibility Regarding Inspections and Final Walkthrough:** Seller shall make the Property available for all inspec-
- 129. tions during the Due Diligence Period and final walkthrough. Seller understands that the inspections and final walkthrough require
- 130. that all utilities be on and the Seller is responsible for providing same at Seller's expense.
- 131. **Sanitation and Waste Disposal Systems:** Buyer is aware and Seller warrants that the Property is on a:
- 132.  sewer system  septic system  alternative system
- 133. **Seller's Obligations Regarding On-Site Wastewater Treatment Facility (conventional septic or alternative system)**
- 134. ("**Facility**"): If such a Facility has been installed on the Property, Seller shall deliver to Buyer copies of Facility permits and any
- 135. other Facility documents of record within five (5) days after Opening of Escrow. During Due Diligence Period, any Facility on the
- 136. Property shall be inspected as required by law at:  Buyer's expense  Seller's expense by an inspector recognized by the
- 137. applicable governmental authority. Seller shall deliver to Escrow Company, at Seller's expense, any certification and/or
- 138. documentation required. Escrow Company is instructed to file any transfer form(s) with applicable county authority. Buyer shall pay
- 139. any Facility transfer fees.
- 140. **Seller's Obligations Regarding Wells:** If any well is located on the Property, Seller shall deliver to Escrow Company, before Close
- 141. of Escrow, a copy of the Arizona Department of Water Resources ("ADWR") "Registration of Existing Wells." Escrow Company is
- 142. hereby instructed to send to the ADWR a "Change of Well Information." Seller does not warrant the gallons per minute as reflected on
- 143. the ADWR certification of registration. Buyer may verify gallons per minute during Due Diligence Period through a certified flow test.
- 144. **Changes During Escrow:** Seller shall immediately notify Buyer in writing: (i) of any changes in the disclosures made herein, in the Seller
- 145. Property Disclosure Statement, or otherwise; (ii) if Seller modifies any existing lease or other agreement affecting the Property; or (iii) if Seller
- 146. enters into any new leases, rental agreements, service contracts or other agreements affecting the Property. Buyer shall be allowed five (5) days
- 147. after receipt of such notice to provide written notice to Seller of any items disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.

**DISCLOSURES**

- 148. **Seller Property Disclosure Statement ("SPDS"):**
- 149. (a)  Buyer has received, read, and approved the SPDS.
- 150. (b) Buyer waives review and approval of the SPDS. (**BUYER'S INITIALS REQUIRED TO WAIVE SPDS** \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER \_\_\_\_\_)
- 151. (c)  Seller shall deliver the SPDS to Buyer within five (5) days after Opening of Escrow.

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SELLER	SELLER			
SELLER	SELLER	BUYER	BUYER	

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**TITLE AND ESCROW**

- 208. **Title and Vesting:** Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and tax advice.
- 209. Buyer will take title as **determined before Close of Escrow** or  Other: \_\_\_\_\_
- 210. **Title Commitment and Title Insurance:** Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy showing the title vested in Buyer as provided in Line 211. Buyer may acquire extended coverage(s) at Buyer's own additional expense.
- 211. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance in sufficient detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days after Opening of Escrow.
- 212. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller of any items disapproved. Buyer shall have five (5) days after receipt of any amendments to Title Commitment or notice of any subsequent exceptions to provide Seller written notice of any amendment or exceptions disapproved. REFER TO LINES 66-85 FOR IMPORTANT TERMS.
- 213. Seller shall convey title by special warranty deed or  \_\_\_\_\_ deed.
- 214. **Additional Instructions:** (a) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, the Buyer and Seller hereby instruct the Escrow Company to deliver to the Buyer and Seller upon Opening of Escrow a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (b) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such documents to the extent necessary to be consistent with this Contract. (c) All closing and escrow costs, unless otherwise stated herein, shall be allocated equally between Seller and Buyer in accordance with local custom and applicable laws and regulations. (d) Escrow Company is hereby instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or Buyer. Escrow Company shall provide Broker(s) with access to escrowed materials and information regarding the escrow.
- 215. **Prorations, Expenses and Adjustments:**
- 216. **Taxes:** Real property taxes payable by the Seller shall be prorated through Close of Escrow, based upon the latest tax bill available. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
- 217. **Insurance:** If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current premium shall be prorated through Close of Escrow.
- 218. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated through Close of Escrow. The Parties agree to adjust any rents received after Close of Escrow as a Post Closing Matter.
- 219. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at Close of Escrow or  paid to Buyer by Seller at Close of Escrow.
- 220. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at Close of Escrow as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.
- 221. **Insurance:** Buyer shall insure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in place at Close of Escrow. Buyer specifically releases Broker(s) from any obligations relating to such insurance.
- 222. **Assessments:** The amount of any assessment that is a lien as of the Close of Escrow, shall be:
  - paid in full by Seller
  - prorated and assumed by Buyer
  - paid in full by Buyer.
- 223. Any assessment that becomes a lien after Close of Escrow is the Buyer's responsibility.
- 224. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer acknowledges that if the Seller is a foreign person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.
- 225. **RESPA:** The Real Estate Settlement Procedures Act (RESPA) requires that no Seller of property that will be purchased with the assistance of a federally-related mortgage financing shall require, directly or indirectly, as a condition of selling the property, that title insurance covering the property be purchased by the Buyer from any particular title company.
- 226. **TAX DEFERRED EXCHANGE:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange provided that Close of Escrow is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by the party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.

**WARRANTIES**

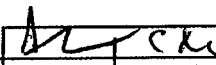
- 259. **Seller Warranties:** Seller warrants and shall maintain and/or repair the Property so that, at the earlier of possession of the Property or Close of Escrow, all heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning systems, and heater, if any), and built-in appliances will be in working condition or as otherwise agreed in this Contract. Seller also warrants that, at the earlier of possession of the Property or Close of Escrow, the Property shall be in substantially the same condition as on the date of the mutual execution of the Contract.
- 260. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of the removal of all contingencies, possession of the Property or Close of Escrow, (a) Buyer warrants to Seller that Buyer has conducted all desired independent investigations and accepts the Property and (b) Buyer acknowledges that there will be no Seller warranty of any kind, except as stated in Lines 260-264. >>

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SELLER	SELLER

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BUYER	BUYER



268. **Warranties that Survive Closing:** Prior to the Close of Escrow, Seller warrants that payment in full will have been made for all 269. rental and/or privilege taxes, labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days 270. immediately preceding the Close of Escrow in connection with the construction, alteration, or repair of any structure on or 271. improvement made to the Property. Seller warrants that the information on Lines 131-139 regarding connection to a public sewer 272. system, septic tank or other sanitation system is correct to Seller's knowledge. Seller warrants that Seller has disclosed to Buyer 273. and Broker(s) all material latent defects and any information concerning the Property known to Seller, which materially and 274. adversely affect the consideration to be paid by Buyer.

**REMEDIES**

275. **Remedies:** The parties agree to the remedies for breach of Contract indicated below.

276. *If Buyer is in breach: (check one)*

277.  All Rights and Remedies: Seller may cancel this Contract pursuant to Lines 309-313 and/or proceed upon any claim or 278. remedy that the Seller may have in law or equity.

279.  Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages that 280. Seller would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this 281. Contract, Seller shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any further 282. liability to Seller. In such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.

283. (INITIALS REQUIRED)

SELLER SELLER BUYER BUYER

284. *If Seller is in breach:*

285. All Rights and Remedies: Buyer may cancel this Contract pursuant to Lines 309-313, shall be entitled to the return of the 286. Earnest Money and/or proceed upon any claim or remedy that the Buyer may have in law or equity.

287. **Mediation:** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of 288. this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by the Buyer or 289. Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains, 290. including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud before resorting to court action. 291. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and 292. confidentially. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement 293. reached at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by 294. the parties to the Contract.

295. **Exclusions from Mediation:** The following matters are excluded from mediation hereunder: (a) any action brought in the Small 296. Claims Division of an Arizona Justice Court (up to \$2,500), so long as the matter is not thereafter transferred or removed from the 297. Small Claims Division; (b) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or 298. agreement for sale; (c) an unlawful entry or detainer action; (d) the filing or enforcement of a mechanic's lien; or (e) any matter that 299. is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of pending 300. action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to 301. mediate under this provision, nor shall it constitute a breach of the duty to mediate.

302. **Attorneys Fees and Costs:** If Buyer or Seller files suit against the other to enforce any provision of this Contract or for damages 303. sustained by reason of its breach, all parties prevailing in such action, on trial and appeal, shall receive their reasonable attorney's 304. fees and costs as awarded by the court. In addition, both Seller and Buyer agree to indemnify and hold harmless all Brokers against 305. all costs and expenses that any Broker may incur or sustain in connection with any lawsuit arising from this Contract and will pay the 306. same on demand unless the court grants judgment in such action against the party to be indemnified. Costs shall include, without 307. limitation, reasonable attorney's fees, expert witness fees, fees paid to investigators, and court costs.

308. **Cancellation:** Any party who wishes to cancel this Contract as provided herein or because of any material breach by another party, 309. and who is not in material breach except as occasioned by a material breach by the other party, may cancel this Contract by 310. delivering written notice of cancellation to either the breaching party or to the Escrow Company stating the basis for cancellation or 311. nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the 312. breaching party or Escrow Company.

313. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding Earnest Money deposited with Escrow 314. Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this 315. Contract. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of Earnest 316. Money. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, 317. and from any loss, judgment, or expense, including costs and reasonable attorneys' fees, arising from or relating in any way to the 318. release of Earnest Money.

319. **Recommendations:** If any Broker recommends a builder, contractor, inspector, vendor or any other person or entity to Seller or Buyer 320. for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby acknowledge 321. that any decision to enter into any contractual arrangements with any such person or entity recommended by any Broker will be based 322. solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual arrangement may result 323. in a commission or fee to Broker, which shall be disclosed in writing to the Seller and Buyer as required by law.

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Initials: [SELLER] [SELLER] [BUYER] [BUYER]  
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**ADDITIONAL TERMS**

- 324. 1) Purchase contingent upon final approval of the church board.
- 325. 2) Any inventory list of all personal property that will convey, a list of all monthly/yearly
- 326. expenses, any survey a seller has, any inspections done to the property, the adjustor's estimate
- 327. to repair the flooded building, any permits issued by state and local authorities, and any/all
- 328. contracts entered into by the sellers in regards to the property, shall be provided to buyer
- 329. within the 15 day inspection.
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349. **Risk of Loss:** If there is any loss or damage to the Property between the date of mutual execution of this Contract and the Close of  
 350. Escrow or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act of God, the risk of  
 351. loss shall be borne by the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent  
 352. (10%) of the purchase price, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to lines 309-313.  
 353. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.  
 354. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.  
 355. **Time is of the essence:** The parties acknowledge that time is of the essence in performance of the obligations described herein.  
 356. **Broker's Fee:** Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm,  
 357. broker or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated  
 358. herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said Broker(s) is/are entitled  
 359. to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of either Buyer or Seller.  
 360. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs,  
 361. expenses or liability for compensation, commission or charges that may be claimed by any broker, finder or other similar party, other  
 362. than said named Broker(s) by reason of any dealings or act of the indemnifying party.  
 363. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by  
 364. separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at Close of  
 365. Escrow, if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at Close of Escrow and/or  
 366. payment shall be collected from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection  
 367. of the brokerage fee payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the  
 368. party(ies) responsible for paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable  
 369. attorneys' fees, expert witness fees, fees paid to investigators, and court costs. **COMMISSIONS PAYABLE FOR THE SALE,**  
 370. **LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR**  
 371. **MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT. THE SELLER**  
 372. **AND THE BUYER ACKNOWLEDGE THAT THE BROKER(S) REFERENCED HEREIN ARE THIRD-PARTY BENEFICIARIES OF**  
 373. **THIS CONTRACT.**

>>

Commercial Real Estate Purchase Contract • Updated: May 2003  
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SELLER	SELLER

<Initials

Initials>

<i>[Signature]</i>	<i>[Signature]</i>
BUYER	BUYER





374. Additional Compensation: The Real Estate Settlement Procedures Act ("RESPA") prohibits the paying or receiving of any fee, 375. kickback, or thing of value for the referral of any business related to settlement or closing of a federally regulated mortgage 376. financing, including, but not limited to, any services related to the origination, processing, or funding of a federally regulated mort- 377. gage financing, and includes settlement related business. RESPA does not prohibit fees, salaries, compensation, or other payments 378. for services actually performed. If any Broker performs any such services for a fee, Seller and Buyer consent to the payment of this 379. additional compensation as follows:

380. \_\_\_\_\_  
381. \_\_\_\_\_

382. Subsequent Offers: Buyer acknowledges that Seller has the right to accept subsequent offers until Close of Escrow. Seller 383. understands that any subsequent offer accepted by the Seller must be a backup offer, namely, contingent on the cancellation of 384. this Contract.

385. Entire Agreement: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 386. Buyer, and shall supersede any other written or oral agreements between Seller and Buyer. This Contract, including any extensions 387. of any time periods referenced herein, can be modified only by a writing signed by Seller and Buyer. A fully executed facsimile copy 388. of the entire Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may 389. be executed and delivered by facsimile and in any number of counterparts, which shall become effective upon delivery as provided 390. for herein. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original. The 391. failure to initial any page of this Contract shall not affect the validity or terms of this Contract. All references to days in this Contract 392. shall be construed as calendar days.

393. Assignment: Except in the event of a tax-deferred exchange, Buyer shall not assign this Contract without the prior written consent 394. of Seller. Any such assignment shall not release Buyer from Buyer's obligations under this Contract.

395. Release of Brokers: SELLER AND BUYER HEREBY ACKNOWLEDGE THAT THEY HAVE BEEN AND ARE NOW ADVISED 396. BY THE BROKER(S) TO CONSULT AND RETAIN THEIR OWN EXPERTS TO ADVISE AND REPRESENT THEM CONCERNING 397. THE LEGAL AND INCOME TAX EFFECTS OF THIS CONTRACT, AND THE CONDITION OF THE PROPERTY. SELLER AND 398. BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY ALL BROKER(S) IN THIS TRANSACTION 399. FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING THE CONDITION, SQUARE FOOTAGE/ACREAGE, 400. LOT LINES OR BOUNDARIES, VALUE, FINANCING, RENT ROLLS, INCOME AND EXPENSE PROJECTIONS OR 401. PROFORMAS, ENVIRONMENTAL CONDITIONS, SANITATION SYSTEMS, ROOF CONDITION, WOOD INFESTATION AND 402. WOOD INFESTATION REPORT, COMPLIANCE WITH BUILDING CODES, ZONING OR OTHER GOVERNMENTAL 403. REGULATIONS, OR ANY OTHER MATERIAL MATTERS RELATING TO THE PROPERTY

404. (INITIALS REQUIRED) \_\_\_\_\_ BUYER BUYER SELLER SELLER

405. Time for Acceptance: This is an offer to purchase the Property. Unless acceptance is signed by Seller and a signed copy delivered in 406. person, by private or United States mail, or facsimile, and received by Buyer or by Broker named on Lines 17-18 by: 407. April 15, 2011 at 5:00 AM PM, Mountain Standard Time, or unless this offer to purchase has been 408. previously withdrawn in writing by Buyer, this offer to purchase shall be deemed withdrawn and the Buyer's Earnest Money 409. shall be returned.

410. THIS CONTRACT CONTAINS NINE (9) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT 411. YOU HAVE RECEIVED AND READ ALL NINE (9) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

412. The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a 413. copy hereof.

414. \_\_\_\_\_ 3/31/11 \_\_\_\_\_ 3/31/11  
BUYER'S SIGNATURE MO/DA/YR BUYER'S SIGNATURE MO/DA/YR

415. North Valley Romanian Pentecos  
BUYER NAME PRINTED \_\_\_\_\_  
BUYER'S NAME PRINTED \_\_\_\_\_

416. By: Daniel D. McGowan

417. Its: Treasurer

418. 25435 N 13<sup>th</sup> AVE  
ADDRESS ADDRESS

419. Phoenix AZ 85085  
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

420. Broker: Coldwell Banker Road to the Rim John and Joyce Schusler  
(COMPANY NAME) (LICENSEE)

421. 1972 Hwy 260, PO Box 2107 Overgaard, AZ 85933 (928) 535-3656 (928) 535-3646 jlp1@frontiernet.net  
(ADDRESS) (TELEPHONE) (FAX) (E-MAIL)

>>

Commercial Real Estate Purchase Contract • Updated: May 2003  
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Initials: [Initials] Initials: [Initials]  
SELLER SELLER BUYER BUYER

**ACCEPTANCE**

422. **Agency Confirmation:** The following agency relationship(s) is hereby confirmed for this transaction:

423. Listing Broker: \_\_\_\_\_  
(PRINT SALESPERSON'S NAME AND AGENCY CODE) (PRINT FIRM NAME AND OFFICE CODE) (TELEPHONE)

424. Is the agent of (check one):  the Seller exclusively; or  both the Buyer and Seller

425. **Seller Receipt of Copy:** The undersigned acknowledge receipt of a copy hereof and grant permission to Broker named on 426. Lines 17-18 to deliver a copy to Buyer.

427.  **Counter Offer is attached**, and is incorporated herein by reference. Seller must sign both the Contract and the 428.  Counter Offer. If there is a conflict between this Contract and the Counter Offer, the provisions of the Counter Offer 429.  shall be controlling.

430. The undersigned agree to sell the Property on the terms and conditions herein stated.

431. ^ SELLER'S SIGNATURE \_\_\_\_\_ MO/DAYR ^ SELLER'S SIGNATURE \_\_\_\_\_ MO/DAYR

432. **Mortgages LTD** \_\_\_\_\_  
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

433. By: \_\_\_\_\_

434. Its: \_\_\_\_\_

435. \_\_\_\_\_  
ADDRESS ADDRESS

436. \_\_\_\_\_  
CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

437. **Broker:** \_\_\_\_\_  
(COMPANY NAME) (LICENSEE)

438. \_\_\_\_\_  
(ADDRESS) (TELEPHONE) (FAX) (E-MAIL)

**ACCEPTANCE BY ESCROW COMPANY**

439. Date of Opening of Escrow: \_\_\_\_\_

440. The provisions of this Contract are hereby acknowledged and agreed to.

441. Escrow Company: **Lawyers Title** \_\_\_\_\_

442. By: \_\_\_\_\_

443. Its: \_\_\_\_\_

**For Broker Use Only:**  
Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_ MO/DAYR

# H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

Document updated:  
February 2007



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. Seller: Mortgages LTD

2. Buyer: North Valley Romanian Pentecostal Church Inc

3. Premises Address: 2269 Hwy 260, Overgaard, 85933

4. Date: \_\_\_\_\_

5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises.
7. If the Premises are located within a homeowner's association or a condominium/planned community:
8. **Dues and Fees:** The current regular association dues are: \$ 3,136.50 monthly, or \$ \_\_\_\_\_ / \_\_\_\_\_ ;
9. **Additional homeowner's association fees are:** \$ \_\_\_\_\_ monthly, or \$ \_\_\_\_\_ / \_\_\_\_\_ ;
10. **Any current homeowner's association assessment which is a lien as of Close of Escrow to be:**
11.  paid in full by Seller  prorated and assumed by Buyer.
12. Any assessment that becomes a lien after the Close of Escrow is the Buyer's responsibility.
13. **Any transfer fees charged by a homeowner's association(s) shall be paid by**  Seller  Buyer  Other \_\_\_\_\_ .
14. **Any inspection, certification or resale disclosure statement fee charged by the HOA for the cost of providing the resale information required by law shall be paid by Seller.**
16. **Other Fees:** A homeowner's association may require fees, deposits or other payment at COE. These charges vary and may be labeled as community reserve, asset preservation, capital reserve, working capital, community enhancement or future improvement fees, payments, deposits or otherwise. **Any of these fees or deposits or similar payment required by a homeowner's association upon the conveyance of the Premises shall be paid by**  Seller  Buyer  Other \_\_\_\_\_ .
20. **If the homeowner's association has less than 50 units, no later than ten (10) days after Contract acceptance, the Seller shall provide in writing to Buyer the information described below as required by Arizona law.**
22. **If the homeowner's association has 50 or more units, Seller shall furnish notice of pending sale that contains the name and address of the Buyer to the homeowners' association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract has instructed Escrow Company to provide such notice on Sellers behalf. The association is obligated by Arizona law to provide the information described below to Buyer within ten (10) days after receipt of Seller's notice.**
26. **Buyer is allowed five (5) days after receipt of the information from the Seller or homeowner's association to provide written notice to Seller of any items disapproved.**
28. [Signature] 3/31/11 MO/DAYR  
BUYER'S SIGNATURE North Valley Romanian Pentecos
29. \_\_\_\_\_ MO/DAYR  
SELLER'S SIGNATURE Mortgages LTD

30. **Information required by law to be provided:**
31. 1. A copy of the bylaws and the rules of the association.
32. 2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
33. 3. A dated statement containing:
34. (a) The telephone number and address of a principal contact for the association, which may be an association manager, an association management company, an officer of the association or any other person designated by the board of directors.
35. (b) The amount of the common regular assessment and the unpaid common regular assessment, special assessment or other assessment, fee or charge currently due and payable from the Seller.
36. (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
37. (d) The total amount of money held by the association as reserves.
38. (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated to disclose alterations or improvements to the Premises that violate the declaration. The association may take action against the Buyer for violations apparent at the time of purchase that are not reflected in the association's records.
39. (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations or improvements to the unit that violate the declaration.
40. (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association.
41. 4. A copy of the current operating budget of the association.
42. 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may provide a summary of the report in lieu of the entire report.
43. 6. A copy of the most recent reserve study of the association, if any.
44. 7. Any other information required by law.
45. 8. A statement for Buyer acknowledgment and signature as required by Arizona Law.



# MARKET CONDITIONS ADVISORY

Document updated:  
August 2009



*The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.*



## ***The real estate market is cyclical and real estate values go up and down.***


***The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.***

The ultimate decision on the price a Buyer is willing to pay and the price a Seller is willing to accept for a specific property rests solely with the individual Buyer and Seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell in light of market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and Seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) make no representation regarding the above items. Buyer and Seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

**THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.**

 3/31/14  
 ^ BUYER'S SIGNATURE MO/DAYR  
 North Valley Romanian Pentecos

 3/30/14  
 ^ BUYER'S SIGNATURE MO/DAYR

^ SELLER'S SIGNATURE MO/DAYR  
 Mortgages LTD

^ SELLER'S SIGNATURE MO/DAYR

Market Conditions Advisory • Updated: August 2009  
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Coldwell Banker Road to the Rim 1972 Hwy 260 Overgaard, AZ 85933  
 Phone: (928)535-3656 Fax: (928)535-3646 Joyce PeGan Schusler

North Valley

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

# REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:  
January 2009



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1. Firm Name ("Broker") Coldwell Banker Road to the Rim  
2. acting through John and Joyce Schusler hereby makes the following disclosure.  
LICENSEE'S NAME

## DISCLOSURE

- 3. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer") enters into
- 4. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
- 5. relationship or representation they will have with the broker in the transaction.
- 6. **i. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
- 7. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
- 8. rendered, either in full or in part, from the Seller or through the Seller's broker:
- 9. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
- 10. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
- 11. properties as Buyer is seeking.
- 12. **ii. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
- 13. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
- 14. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 15. **iii. Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more
- 16. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
- 17. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
- 18. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
- 19. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
- 20. stated in the listing or that the Buyer will accept a price or terms other than offered.
- 21. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
- 22. be made only with written authorization.
- 23. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the
- 24. Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely
- 25. affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to disclose that
- 26. a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a
- 27. person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real
- 28. estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of
- 29. offers as confidential unless there is a confidentiality agreement between the parties.
- 30. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE**
- 31. **RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL**
- 32. **AGREEMENTS TO INSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

## ELECTION

- 33. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
- 34.  represent the Buyer as Buyer's Broker.
- 35.  represent the Seller as Seller's Broker.
- 36.  show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that
- 37. the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
- 38. acknowledged in a separate writing other than the purchase contract.
- 39. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
- 40.  represent the Buyer as Buyer's Broker.
- 41.  represent the Seller as Seller's Broker.
- 42.  show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
- 43. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
- 44. should be acknowledged in a separate writing other than the purchase contract.

45. The undersigned  Buyer(s) or  Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.

46. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

47. North Valley Romanian Pentecos

^ PRINT NAME

^ PRINT NAME

48. [Signature]

^ SIGNED

MO/DAYR ^ SIGNED

MO/DAYR

Real Estate Agency Disclosure and Election - Updated: January 2009 - Copyright © 2009 Arizona Association of REALTORS®. All rights reserved.

Coldwell Banker Road to the Rim 1972 Hwy 260 Overgaard, AZ 85933  
Joyce PeGan Schusler

Phone: (928)535-3656

Fax: (928)535-3646

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

North Valley



**ADDITIONAL TERMS**

- 324. 1) Purchase contingent upon final approval of the church board.
- 325. 2) Any inventory list of all personal property that will convey a list of all monthly/weekly
- 326. expenses, any survey a seller has, any inspections done to the property, the adjustor's estimate
- 327. to repair the flooded building, any permits issued by state and local authorities, and any/all
- 328. contracts entered into by the sellers in regards to the property, shall be provided to buyer
- 329. within the 15 day inspection.
- 330. 3) Sellers will pay Buyer's agent a commission of 4% for bringing in the buyer's offer.
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- 348.

- 349. Risk of Loss: If there is any loss or damage to the Property between the date of mutual execution of this Contract and the Close of
- 350. Escrow or possession of the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act of God, the risk of
- 351. loss shall be borne by the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent
- 352. (10%) of the purchase price, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to lines 309-313.
- 353. Permission: Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.
- 354. Arizona Law: This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 355. Time is of the essence: The parties acknowledge that time is of the essence in performance of the obligations described herein.
- 356. Broker's Fee: Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm,
- 357. broker or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale contemplated
- 358. herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said Broker(s) is/are entitled
- 359. to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of either Buyer or Seller.
- 360. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs,
- 361. expenses or liability for compensation, commission or charges that may be claimed by any broker, finder or other similar party, other
- 362. than said named Broker(s) by reason of any dealings or act of the indemnifying party.
- 363. Compensation: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by
- 364. separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at Close of
- 365. Escrow, if not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at Close of Escrow and/or
- 366. payment shall be collected from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection
- 367. of the brokerage fee payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the
- 368. party(ies) responsible for paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable
- 369. attorneys' fees, expert witness fees, fees paid to investigators, and court costs. **COMMISSIONS PAYABLE FOR THE SALE,**
- 370. **LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR**
- 371. **MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT. THE SELLER**
- 372. **AND THE BUYER ACKNOWLEDGE THAT THE BROKER(S) REFERENCED HEREIN ARE THIRD-PARTY BENEFICIARIES OF**
- 373. **THIS CONTRACT.**

>>

Commercial Real Estate Purchase Contract - Updated May 2003  
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Seller	
SELLER	SELLER

Buyer	
BUYER	BUYER



# COUNTER OFFER 1

Document updated:  
February 2011



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1. This is a Counter Offer originated by the:  Seller  Buyer  Landlord  Tenant.
2. This is a Counter Offer to the  Offer  Counter Offer dated 03/31/2011 between the following Parties:  
MONTH/YR
3. Seller/Landlord: Mortgages LTD 401(K) PLAN, ET AL.
4. Buyer/Tenant: North Valley Romanian Pentecostal Church Inc. ,
5. Premises Address: 2269 Hwy 260, Overgaard, AZ 85933
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. 1) Purchase price to be \$500,000.
8. 2) Seller will pay up to \$3000 towards a new survey of the property.
9. 3) Seller to pay a 3% commission to Coldwell Banker Road to the Rim for the selling
10. side of the sale of the property.
11. 4) This offer is contingent upon the final approval of the <sup>SELLER'S</sup> minority owners Board.
12. 5) Certain owners or their affiliates are licensed Arizona real estate agents.
13. \_\_\_\_\_
14. All other terms and conditions to remain the same per contract.
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. \_\_\_\_\_
24. \_\_\_\_\_

25. Time for acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section 8m of the Contract and received by the originating party's Broker named in Contract Section 8r or 9a as applicable

26. by 04/18/2011 at 5:00  a.m.  p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.

27. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer /

28. counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises

29. can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned

30. acknowledges receipt of a copy hereof. JAMES J. CORDELL, TRUSTEE

31. \_\_\_\_\_

32. James J. Cordell Date: 4/12/11 Time: 7:39 AM

33.  Seller  Buyer  Landlord  Tenant

34. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

35.  Seller  Buyer  Landlord  Tenant

## RESPONSE

36. \_\_\_\_\_

37. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the

38. additional counter offer, the provisions of the additional counter offer shall be controlling.

39. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

40.  Seller  Buyer  Landlord  Tenant

41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

42.  Seller  Buyer  Landlord  Tenant

## ACCEPTANCE

43. \_\_\_\_\_

44. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

45. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

46.  Seller  Buyer  Landlord  Tenant

47. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

48.  Seller  Buyer  Landlord  Tenant



# COUNTER OFFER 1

Document updated:  
February 2011



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1. This is a Counter Offer originated by the:  Seller  Buyer  Landlord  Tenant.
2. This is a Counter Offer to the  Offer  Counter Offer dated 03/31/2011 between the following Parties:  
RECOUNT
3. Seller/Landlord: Mortgages LTD 401(K) PLAN, ET AL.
4. Buyer/Tenant: North Valley Romanian Pentecostal Church Inc.
5. Premises Address: 2269 Hwy 260, Overgaard, AZ 85933
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. 1) Purchase price to be \$500,000.
8. 2) Seller will pay up to \$3000 towards a new survey of the property.
9. 3) Seller to pay a 3% commission to Coldwell Banker Road to the Rim for the selling
10. side of the sale of the property.
11. 4) This offer is contingent upon the final approval of the minority owners Board.
12. 5) Certain owners or their affiliates are licensed Arizona real estate agents.
13. \_\_\_\_\_
14. All other terms and conditions to remain the same per contract.
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. \_\_\_\_\_
24. \_\_\_\_\_

25. Time for acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section 8m of the Contract and received by the originating party's Broker named in Contract Section 8r or 9a as applicable

26. by 04/18/2011 at 9:00  a.m.  p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.

27. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer /

28. counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises

29. can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned

30. acknowledges receipt of a copy hereof. JAMES J. CERDELLA, BROKER

31. James J. Cerdella SE THE MORTGAGES LTD. 401(K) Date: 4/12/11 Time: 7:39 AM

32. [Signature]

33.  Seller  Buyer  Landlord  Tenant

34. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

35.  Seller  Buyer  Landlord  Tenant

### 36. RESPONSE

37. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the

38. additional counter offer, the provisions of the additional counter offer shall be controlling.

39. [Signature] Date: 4/18/11 Time: 4:45 PM

40.  Seller  Buyer  Landlord  Tenant

41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

42.  Seller  Buyer  Landlord  Tenant

### 43. ACCEPTANCE

44. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

45. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

46.  Seller  Buyer  Landlord  Tenant

47. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

48.  Seller  Buyer  Landlord  Tenant





# COUNTER OFFER 2

Document updated:  
February 2011



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1. This is a Counter Offer originated by the:  Seller  Buyer  Landlord  Tenant.
2. This is a Counter Offer to the  Offer  Counter Offer dated MARCH between the following Parties:
3. Seller/Landlord: Mortgages LTD
4. Buyer/Tenant: North Valley Romanian Pentecostal Church Inc
5. Premises Address: 2269 Hwy 260, Overgaard, 85933
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. Purchase price to be \$230,000.
8. \_\_\_\_\_
9. All other terms and conditions to remain the same.
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. \_\_\_\_\_
24. \_\_\_\_\_

25. Time for acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section 8m of the Contract and received by the originating party's Broker named in Contract Section 8f or 9a as applicable by 4/25/11 at 5:00  a.m.  p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn. Except as otherwise provided in this Counter Offer, the Parties accept and agree in all terms and conditions of the above offer / counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned acknowledges receipt of a copy hereof.

32. \_\_\_\_\_ Date: 4/20/11 Time: 1:00 AM

33.  Seller  Buyer  Landlord  Tenant

34. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

35.  Seller  Buyer  Landlord  Tenant

### 36. RESPONSE

37. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the additional counter offer, the provisions of the additional counter offer shall be controlling.

39. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

40.  Seller  Buyer  Landlord  Tenant

41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

42.  Seller  Buyer  Landlord  Tenant

### 43. ACCEPTANCE

44. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

45. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

46.  Seller  Buyer  Landlord  Tenant

47. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

48.  Seller  Buyer  Landlord  Tenant

# COUNTER OFFER 3

Document updated:  
February 2011



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1. This is a Counter Offer originated by the:  Seller  Buyer  Landlord  Tenant.
2. This is a Counter Offer to the  Offer  Counter Offer dated 04/12/2011 between the following Parties:  
MORNING
3. Seller/Landlord: Mortgages LTD 401(K) PLAN, ET AL
4. Buyer/Tenant: North Valley Romanian Pentecostal Church Inc
5. Premises Address: 2269 Hwy 260, Overgaard, AZ 85933
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. 1) Purchase price to be \$500,000.
8. 2) \$250,000 cash due at COE from Buyer with a seller-carryback loan in the amount of
9. \$250,000 at an 8% annual interest rate, with monthly interest-only payments and a 2 year
10. term.
11. 3) Buyer to pay off loan within 2 years from COE, or earlier payoff without penalty.
12. 4) Contract and counter offer subject to final approval of the Board of the Seller's
13. minority owner.
14. 5) All other terms and conditions per contract to remain the same.
15. 6) BUYER TO PROVIDE AT BUYER'S EXPENSE, ALTA LENDER'S TITLE POLICY FOR BENEFIT OF SELLER IN THE AMOUNT
16. OF THE SELLER-CARRYBACK LOAN.
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. \_\_\_\_\_
24. \_\_\_\_\_

25. **Time for acceptance:** Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section 8m of the Contract and received by the originating party's Broker named in Contract Section 8r or 9a as applicable

26. by \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.

27. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer /

28. counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises

29. can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned

30. acknowledges receipt of a copy hereof. James S. Colabella, Title of

31. THE MORTGAGES LTD. 401(K) PLAN Date: 4/21/11 Time: 3:50 PM

32. James S. Colabella

33.  Seller  Buyer  Landlord  Tenant

34. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

35.  Seller  Buyer  Landlord  Tenant

36.  **RESPONSE**

37. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the

38. additional counter offer, the provisions of the additional counter offer shall be controlling.

39. North Valley Roman Church Date: 4/25/11 Time: 11:50 AM

40.  Seller  Buyer  Landlord  Tenant

41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

42.  Seller  Buyer  Landlord  Tenant

43.  **ACCEPTANCE**

44. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

45. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

46.  Seller  Buyer  Landlord  Tenant

47. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

48.  Seller  Buyer  Landlord  Tenant



# COUNTER OFFER 4

Document updated:  
February 2011



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1. This is a Counter Offer originated by the:  Seller  Buyer  Landlord  Tenant.
2. This is a Counter Offer to the  Offer  Counter Offer dated 04/21/2011 between the following Parties:  
MO/DAY/YR
3. Seller/Landlord: Mortgages LTD
4. Buyer/Tenant: North Valley Romanian Pentecostal Church Inc
5. Premises Address: 2269 Hwy 260, Overgaard, AZ 85933
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. 1) Purchase price to be \$350,000.
8. 2) Buyer to put \$150,000 cash down at COE with a seller-carryback loan in the amount of
9. \$200,000 at an 8% annual interest rate, with monthly interest-only payments and a 2
10. year term.
11. 3) Buyer to pay off loan within 2 years from COE, or earlier payoff without penalty.
12. 4) Contract and counter offer subject to final approval of the Board of the Seller's
13. minority owner.
14. 5) All other terms and conditions to remain the same.
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. \_\_\_\_\_
24. \_\_\_\_\_

25. **Time for acceptance:** Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section 8m of the Contract and received by the originating party's Broker named in Contract Section 8r or 9a as applicable

26. by \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.

27. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer /

28. counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises

29. can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned

30. acknowledges receipt of a copy hereof.

31. \_\_\_\_\_

32. [Signature] North Valley Church Date: 4/25/11 Time: 3:47 PM

33.  Seller  Buyer  Landlord  Tenant

34. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

35.  Seller  Buyer  Landlord  Tenant

36.  **RESPONSE**

37. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the

38. additional counter offer, the provisions of the additional counter offer shall be controlling.

39. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

40.  Seller  Buyer  Landlord  Tenant

41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

42.  Seller  Buyer  Landlord  Tenant

43.  **ACCEPTANCE**

44. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

45. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

46.  Seller  Buyer  Landlord  Tenant

47. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

48.  Seller  Buyer  Landlord  Tenant

# COUNTER OFFER 5

Document updated:  
February 2011



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1. This is a Counter Offer originated by the:  Seller  Buyer  Landlord  Tenant.
2. This is a Counter Offer to the  Offer  Counter Offer dated 04/25/2011 between the following Parties:  
MOR/DAY/YR
3. Seller/Landlord: Mortgages LTD (HOLK) PLAN, ET AL
4. Buyer/Tenant: North Valley Romanian Pentecostal Church Inc
5. Premises Address: 2269 Hwy 260, Overgaard, AZ 85933
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
  7. 1) Purchase price to be \$450,000.
  8. 2) \$225,000 cash due at COE from Buyer with a seller-carryback loan in the amount of
  9. \$225,000 at an 8% annual interest rate, with monthly interest-only payments and a 2 year
  10. term.
  11. 3) Buyer to pay off loan within 2 years from COE, or earlier payoff without penalty.
  12. 4) Contract and counter offer subject to final approval of the Board of the Seller's
  13. minority owner.
  14. 5) Buyer to provide, at buyer's expense, Alta Lenders Title Policy for benefit of seller
  15. in the amount of the seller-carryback loan.
  16. 6) All other terms and conditions per contract to remain the same.
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. \_\_\_\_\_
24. \_\_\_\_\_

25. Time for acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section 8m of the Contract and received by the originating party's Broker named in Contract Section 8r or 9a as applicable

26. to Section 8m of the Contract and received by the originating party's Broker named in Contract Section 8r or 9a as applicable

27. by \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.

28. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer /

29. counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises

30. can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned

31. acknowledges receipt of a copy hereof.

32. [Signature] TRUSTEE OF THE MORTGAGES LTD. (HOLK) PLAN Date: 5/2/11 Time: 6:46 AM

33.  Seller  Buyer  Landlord  Tenant Date: \_\_\_\_\_ Time: \_\_\_\_\_

34. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

35.  Seller  Buyer  Landlord  Tenant

36.  RESPONSE

37. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the

38. additional counter offer, the provisions of the additional counter offer shall be controlling.

39. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

40.  Seller  Buyer  Landlord  Tenant

41. \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

42.  Seller  Buyer  Landlord  Tenant

43.  ACCEPTANCE

44. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

45. [Signature] Date: 5/2/11 Time: 10:45 PM

46.  Seller  Buyer  Landlord  Tenant

47. [Signature] Date: 5/2/11 Time: 10:45 PM

48.  Seller  Buyer  Landlord  Tenant

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