

REAL ESTATE PURCHASE AND SALE AGREEMENT

State of North Dakota | Cash Transaction | Investor Form

1. PARTIES. This Purchase and Sale Agreement ("Agreement") is made effective as of _____, 20____ ("Effective Date"), by and between _____ ("Seller"), and _____ **and/or assigns** ("Buyer"). Buyer and Seller are together the "Parties." If the date above is left blank, the Effective Date is the date of the last signature below.

2. PROPERTY. Seller agrees to sell and Buyer agrees to buy the real property located at: Street address: _____, City: _____, County: _____, North Dakota, ZIP: _____. Parcel ID: _____. Legal description (attach if lengthy): _____

The sale includes all fixtures, improvements, and appurtenances, together with the following personal property, if any:

3. PURCHASE PRICE. The total purchase price is \$_____ (_____ Dollars), payable in cash or immediately available funds at Closing. **This is a cash transaction. Buyer's obligation to close is not contingent on financing or appraisal.**

4. EARNEST MONEY. Within _____ business days after the Effective Date, Buyer will deposit \$ _____ as earnest money ("Deposit") with _____ ("Escrow Agent"), to be held in escrow and credited to the purchase price at Closing. If this Agreement is terminated during the Inspection Period under Section 6, or due to Seller's default or failure of title, the Deposit will be promptly refunded to Buyer in full. If the Parties dispute the Deposit, the Escrow Agent may hold it pending joint written instructions or deposit it with a court of competent jurisdiction, and is released from liability upon doing so.

5. AS-IS CONDITION. Buyer is purchasing the Property in its present "**AS-IS, WHERE-IS**" condition, with all faults, whether known or unknown. Seller will make no repairs and gives no warranties regarding the condition of the Property, except for any disclosures required by applicable law, which are summarized in the Disclosures section of this Agreement. Seller agrees to maintain the Property in its present condition, ordinary wear excepted, and to deliver it at Closing free of tenants and occupants unless stated here:

6. INSPECTION PERIOD. Buyer has _____ calendar days from the Effective Date ("Inspection Period") to inspect the Property and investigate all matters Buyer deems relevant, including condition, title, survey, zoning, and feasibility. Buyer and Buyer's agents, contractors, partners, and assigns may access the Property at reasonable times with prior notice. **Buyer may terminate this Agreement for any reason or no reason by written notice to Seller before the Inspection Period expires, in which case the Deposit will be refunded to Buyer and neither Party will have further obligation.** If Buyer does not terminate before the Inspection Period expires, the Deposit becomes non-refundable except as otherwise provided in this Agreement.

7. ASSIGNMENT. Buyer may assign this Agreement, in whole or in part, to any person or entity without Seller's consent. Upon assignment and the assignee's assumption of Buyer's obligations, the original Buyer is released from further liability under this Agreement. Seller acknowledges that Buyer is an investor, may assign this Agreement for a fee or other compensation, and may market its contractual interest in the Property to prospective assignees during the term of this Agreement. The Parties will comply with any disclosure or other requirements of applicable North Dakota law relating to the assignment of this Agreement.

8. MARKETING AND ACCESS. During the term of this Agreement, Seller authorizes Buyer to advertise and market Buyer's contractual interest in the Property, to show the Property to Buyer's partners, lenders, contractors, and prospective assignees, and to place a lockbox or signage with Seller's consent.

9. CLOSING. Closing will occur on or before _____, 20____, or earlier by mutual agreement, at the office of the closing agent designated by ☐ Buyer ☐ Seller. Possession transfers to Buyer at Closing. Buyer may extend Closing by up to _____ additional days by written notice if reasonably required to complete title or closing matters. Seller represents that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act (FIRPTA); if Seller is a foreign person, the Parties will comply with the withholding requirements of 26 U.S.C. Section 1445 at Closing.

10. RISK OF LOSS. Risk of loss remains with Seller until Closing. If the Property is damaged by fire, casualty, or other cause before Closing, Seller will notify Buyer promptly, and Buyer may (a) proceed to Closing with an assignment of Seller's insurance proceeds relating to the damage plus a credit for any deductible, (b) accept the Property in its damaged condition with a price adjustment agreed by the Parties, or (c) if the cost to restore exceeds _____% of the purchase price, terminate this Agreement and receive a full refund of the Deposit.

11. TITLE. Seller will convey good, marketable, and insurable title by ☐ Warranty deed is customary for arm's-length residential sales ☐ General Warranty Deed ☐ Special Warranty Deed, free of liens and encumbrances except easements and restrictions of record that do not impair the use or value of the Property. If a title examination reveals defects, Buyer will notify Seller in writing and Seller will have _____ days to cure. If defects are not cured, Buyer may (a) extend the cure period, (b) accept title as-is, or (c) terminate this Agreement and receive a full refund of the Deposit.

12. CLOSING COSTS AND PRORATIONS. Unless stated otherwise here, Buyer pays: closing/settlement fees, title search and owner's title insurance, and recording fees for the deed. Seller pays: none - North Dakota imposes no state deed transfer tax, mortgage tax, or documentary stamp tax; only county recording fees apply on the deed, satisfaction and release of existing liens, and Seller's own payoff costs. Real estate taxes, assessments, HOA/condo dues, and utilities will be prorated as of the date of Closing. Other terms:

13. DEFAULT. If Buyer defaults after the Inspection Period and Seller is not in default, Seller's sole and exclusive remedy is to receive and retain the Deposit as agreed liquidated damages, and this Agreement terminates. If Seller defaults, Buyer may (a) terminate and receive a full refund of the Deposit, or (b) seek specific performance of this Agreement.

14. NO COMMISSIONS. The Parties represent that no real estate broker or agent is involved in this transaction unless listed here, and each Party will indemnify the other against commission claims arising from that Party's own conduct. Broker(s), if any:

NORTH DAKOTA DISCLOSURE REQUIREMENTS (SUMMARY)

Seller Property Disclosure (material facts) (N.D. Cent. Code 47-10-02.1): Before the parties sign final acceptance of the purchase agreement (except as otherwise provided in the offer), the seller of a residential dwelling of up to 4 units must give the buyer a written disclosure of all known material facts that could adversely and significantly affect use and enjoyment, including latent defects, general condition, environmental, structural, and mechanical issues; in broker-assisted deals the form must be the ND Real Estate Commission form or substantially similar and the brokerage must retain the signed copy; FSBO sellers owe the same written material-fact disclosure under subsection 6 but the commission form is optional (Applies: residential dwellings with no more than four units; exempt: court-ordered, government, foreclosure and mortgagee-acquired transfers, fiduciary transfers, co-owner and close-family transfers, and never-occupied new construction.)

Radon Disclosure (N.D. Cent. Code 47-10-02.2): RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS ON RESIDENTIAL REAL PROPERTY IN NORTH DAKOTA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR LOCAL PUBLIC HEALTH UNIT OR THE STATE DEPARTMENT OF ENVIRONMENTAL QUALITY. (Applies: all residential real property.)

HOA / Condominium Disclosure (N.D. Cent. Code 47-10-02.3): For property subject to an HOA or condominium project, seller must disclose in writing (by agreed date or within 10 days of executing the sale agreement) assessment amounts and related association information (Applies: property subject to HOA or condominium project.)

Lead-Based Paint (federal, homes built before 1978): the EPA/HUD "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" must be completed and attached, and Buyer acknowledges receipt of the pamphlet "Protect Your Family From Lead In Your Home."

Closing Practice Note: recorded instruments: Acknowledgment by the person executing is required before an instrument can be recorded, with original signatures (N.D.C.C. 47-19-03); no subscribing witnesses needed if acknowledged (47-10-05); unacknowledged grants must instead be proved by a subscribing witness.

Contract Assignment Regulation (N.D. Cent. Code 43-23-06.1 (broker definition) and 43-23-24 (wholesaler disclosure); 2023 license-law changes effective Aug 1, 2023; HB 1125 (2025) effective Aug 1, 2025): Publicly marketing for sale an equitable interest in a purchase contract is licensed brokerage activity with no owner exemption (43-23-07(2)); separately, a wholesaler (anyone contracting to profit from transfer of an equitable interest in real property) must disclose in writing to all parties that it holds only an equitable interest, may not be able to convey title, and intends to profit; on violation the seller may cancel any time before close of escrow and keep the wholesaler's earnest money, and the buyer may cancel with full earnest money refund; HB 1125 (2025) expanded coverage from residential (under 5 units) to all real property

15. DISCLOSURES ACKNOWLEDGED. The Parties acknowledge the disclosures summarized above. Was the residence built before January 1, 1978? ☐ Yes ☐ No. If yes, the federal lead-based paint disclosure is attached as an addendum. Is the Property subject to a homeowners' or condominium association? ☐ Yes ☐ No. Any disclosure summarized above that state law requires as a separate standalone form has been or will be delivered as such before or at the execution of this Agreement: ☐ Yes ☐ Not applicable.

16. MISCELLANEOUS. This Agreement (a) is the entire agreement of the Parties and supersedes all prior negotiations; (b) may be amended only in a writing signed by both Parties; (c) is governed by the laws of the State of North Dakota; (d) is binding on the Parties and their heirs, successors, and permitted assigns; (e) may be signed

in counterparts, and electronic or scanned signatures are effective as originals; (f) time is of the essence; and (g) if any provision is held unenforceable, the remaining provisions continue in effect. Notices may be delivered by email to the addresses below and are effective on transmission.

17. ADDITIONAL TERMS.

SELLER signature Date

BUYER signature Date

SELLER printed name, phone, email

BUYER printed name / entity, phone, email

SELLER 2 signature (if applicable) Date

Escrow Agent acknowledgment of Deposit Date