

PURCHASE CONTRACT AND ESCROW INSTRUCTIONS

THIS PURCHASE CONTRACT AND ESCROW INSTRUCTIONS (“Contract”), is effective as of the latest date it is executed by the Parties (the “Effective Date”), and comprises the entire agreement between Seller (defined in Section 1.8 below) and Buyer (defined in Section 1.8 below) (collectively “Parties”).

1. **BASIC TERMS.** This Section 1 defines the Basic Terms of this Contract.

1.1. Property Address: 72 Skyline Vw, London, KY 40744

1.2. Legal Description: Multi-Family Home

APN: 064-60-00-026.00

1.3. The Property: The real property described in Sections 1.1 and 1.2 together with all improvements, fixtures, and appurtenances thereon incidental thereto, plus the personal property described in Section 1.11.

1.4. Earnest Money: \$ 1000 (“EMD” or “Deposit”)

1.5. Purchase Price (total): \$ 298,500
(Approximate / Exact)

1.5.1. Approximate 1st Mortgage: \$ 0

1.5.2. Approximate 2nd Mortgage: \$ 0

1.5.3. New Loan to Buyer: \$ 298,500

1.5.4. Seller Carryback Financing:
\$ 268,650

1.5.5. Amount to cure loan defaults: \$ 0
(Approximate / Exact)

1.5.6. OTHER (with desc): \$ 0

1.5.7. Cash at COE: \$ 28,780
(Approximate / Exact)

1.6. Close of Escrow date: 04-15-2023 (“COE”)

1.7. Escrow Agent: Name: Bluegrass Land Title, LLC
Address: 2800 Palumbo Dr. Lexington, KY 40509
Escrow Officer: TBD
Email: TBD

1.8. Parties

1.8.1. Seller Name: Sammy Dick
Mailing Address: 527 Sunset Lane Auburndale,FL_33823
Email: Skd1095@gmail.com
Phone: 4076240248

1.8.2. Buyer Name: Maharaja Enterprises LLC.
Mailing Address: 31 Mountain Springs Cv Dallas, Ga
Email: ME@maharaja-enterprises.com
Phone: 2096142709

1.9. Inspection Period: ends 04/15/2023
(10 days after Effective Date if left blank)

1.10. Closing Amounts to be Paid as follows:

- 1.10.1. Escrow fees and costs: 50% by Buyer / Seller; or 100% by Seller
- 1.10.2. Standard title policy: 50% by Buyer / Seller; or 100% by Seller
- 1.10.3. HOA fees (if applicable): 50% by Buyer / Seller; or 100% by Seller

1.11. Personal property to be included in the sale includes all items attached and affixed to the Property as of the Effective Date and the following:

all existing major appliances

1.12. Addendums and Acknowledgments:

- Subject To Addendum (See attached).
 - Post-Closing Possession Addendum (See attached).
 - Seller Acknowledgements (See attached or executed at COE).
 - Seller Carryback. See additional terms; or If part of the Purchase Price set forth in Section 1.5 is to be through "Seller Carryback Financing", the amount subject to the "Seller Carryback Financing" will be evidenced by a non-recourse promissory note executed by Buyer as borrower and secured by a mortgage or deed of trust on the Property and delivered by Buyer to Seller dated the date of Closing bearing an annual interest rate of 3% and payable in installments of \$1855.25 per month for 15 years and months (the "Loan"). The Loan may be prepaid at any time without penalty. The Loan will not be due on sale. The payment will or will not include one-twelfth annual taxes and insurance for the Property.
- The payments to be made to Seller will be: principal only; interest only; or principal and interest (amortization to be determined prior to COE). If the payment is to include taxes and insurance and if after said amounts are deducted from the payment, the remaining amount is not enough to cover the interest rate and/or principal amount set forth above, the remaining amount will be considered full payment and any interest rate will be adjusted accordingly.

1.13. Additional Terms and Conditions:

- 1.13.1. The Property will be transferred subject to the following liens and encumbrances (list all deeds of trust, mortgages, HOA dues owed and other liens or encumbrances that will not be satisfied at closing):

- 1.13.2. This Contract and the Buyer's performance hereunder is conditioned upon the combined reinstatement amount for Seller's existing loan(s) being equal to or less than \$ 0.
- 1.13.3. Other Terms and Conditions:
Buyer agrees to have all tenants moved out before COE

1.14. Occupancy. Seller represents and warrants:

There are no parties in occupancy of the Property other than Seller and Buyer will be given occupancy of the Property at Closing unless otherwise specified herein:

_____ Vacant _____; OR

Buyer understands that the Property is leased and the tenant may continue in possession of the Property after Closing unless otherwise agreed in writing. Seller will make payment to Buyer at Closing for the amount of the security deposits for any existing lease for the Property and the prorated rents.

2. **PURCHASE AND SALE OF PROPERTY.** For the Purchase Price and in accordance with the terms and conditions set forth in this Contract, Seller agrees to sell and Buyer agrees to buy the Property identified in Section 1.3. The EMD shall be credited toward the Purchase Price at COE. The personal property to be conveyed as part of the Property includes, but is not limited to, built in appliances, ceiling fans, remote controls to operate any fixture or equipment on the Property, central vacuum, hose and attachments, draperies and other window coverings, fireplace equipment (affixed), floor coverings (affixed), free standing range/oven, garage door openers, light fixtures, mailbox, media antennas/satellite dishes (affixed), outdoor fountains and lighting, outdoor landscaping, shutters and awnings, smart home devices and access thereto (i.e. video doorbell, automated thermostat), flush-mounted speakers, storage sheds, storm windows and doors, gas-log, pellet and wood-burning stoves, built in BBQ grills, affixed timers, towel, curtain and drapery rods, wall mounted TV brackets and hardware (excluding TVs), water-misting systems, window and door screens, sun shades, solar systems owned by Seller, security system and alarms owned by Seller, water softeners owned by Seller, water purification systems owned by Seller, pool and spa covers and equipment, and any personal items or property left upon or at the Property after COE.
3. **PURCHASE PRICE; METHOD OF PAYMENT.** The Purchase Price shall be paid by Buyer pursuant to the provisions of Section 1.5.
4. **STATUS OF TITLE.**

- 4.1. *Title Documents.* As soon as practical following the Effective Date of this Contract, Escrow Agent shall cause to be issued and delivered to Buyer: (a) a current commitment for an ALTA Residential Owner's Policy of Title Insurance ("Title Report"); and (b) copies of all documents referenced as exceptions therein (together with the Title Report, the "Title Documents").
- 4.2. *Buyer's Review of Title.* Buyer shall have ten (10) days from receipt of the Title Documents or from any amendments thereto to provide Seller with notice of any items shown in the Title Documents for which Buyer disapproves.
- 4.3. *Seller's Spouse to Execute Contract or Disclaimer Deed.* If Seller is married and the spouse has not executed this Contract, Seller's spouse shall execute this Contract or execute and deliver a disclaimer deed for the Property to the Escrow Agent within three (3) days from the Effective Date.

5. DISCLOSURES

- 5.1. *Septic or Alternative Wastewater Treatment Facility.* If the Property is on a septic system or alternative system that uses a septic tank ("Septic"), the system must have a pre-transfer inspection performed within six (6) months prior to COE. Seller shall deliver the Septic inspection report to Buyer within five (5) days of the Effective Date or five (5) days from the date of the inspection report, whichever is later. If the inspection report states that the Septic system is deficient, Buyer has ten (10) days from the date of receiving the inspection report to deliver written notice to Seller requesting Seller to repair the Septic so it is functional. In the event Seller refuses to repair the Septic, this Contract shall be canceled and Escrow Agent shall return the Deposit to Buyer and Seller shall return to Buyer any other items or things of value given by Buyer to Seller.
- 5.2. *Lead-based Paint Disclosure.* If the home on the Property was built before 1978, Seller shall notify Buyer of any known lead-based paint ("LBP") or LBP hazards on the Property and provide Buyer with any LBP risk assessments or inspections in Seller's possession. Buyer agrees to review the "Lead Warning Statement" found in the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards found at https://www.epa.gov/sites/production/files/documents/selr_eng.pdf and the pamphlet "Protect Your Family from Lead in Your Home" found at <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>,

which are incorporated herein by this reference. Buyer waives the ten (10) day opportunity to conduct a lead-based paint inspection and risk assessment.

- 5.3. *Changes to Property Prior to COE.* Seller shall provide notice to Buyer within three (3) days of any material change(s) to the Property. Buyer shall have five (5) days from Buyer's receipt of such notice to notify Seller if Buyer elects to cancel this Contract and receive the return of the Deposit and Seller shall return to Buyer any other items or things of value given by Buyer to Seller. In the event insurance coverage or any other claim, right or remedy is available for any material change(s) to the Property prior to COE and Buyer elects to proceed to COE, Seller shall assign any and all rights to any insurance proceeds, claims, rights and remedies to Buyer on or before COE. This Section shall survive COE.

6. INSPECTION OF AND ACCESS TO THE PROPERTY.

- 6.1. *Inspection and Access.* Buyer, in Buyer's sole and absolute discretion, may through written notice to Seller, cancel this Contract during the Inspection Period set forth in Section 1.9 and obtain a return of the Earnest Money and any other items or things of value given by Buyer to Seller. From the Effective Date through COE, Seller shall provide access to the Property to Buyer, and will make the Property reasonably available to Buyer and to Buyer's authorized individuals to conduct inspections and walkthrough(s) of the Property.
- 6.2. *Seller to Keep and Maintain Utility Service.* If utilities are on as of the Effective Date, Seller shall, at Seller's expense, have all utilities on until COE to allow Buyer to conduct Buyer's inspections and walkthroughs.
- 6.3. *As-Is Purchase; Existing Condition as of Effective Date.* Buyer is purchasing the Property "AS IS" and in the condition existing as of the Effective Date. The Property shall be delivered to Buyer at COE in substantially the same condition existing as of the Effective Date. In the event of loss of or damage to the Property, or a portion thereof, prior to the Closing, Buyer may terminate this Contract and the Earnest Money, and any other items or things of value given by Buyer to Seller will be refunded to Buyer.

7. **INSTRUCTION TO RELEASE THE DEPOSIT UPON CANCELLATION DURING THE INSPECTION PERIOD.** Seller hereby irrevocably instructs Escrow Agent to return the Deposit to Buyer, or to any person or entity designated by Buyer to receive the Deposit, if Buyer

elects to cancel this Contract during the Inspection Period and no further written instructions are required for Escrow Agent to release the Deposit to Buyer or to any person or entity designated by Buyer to receive the Deposit. Seller hereby waives any rights under state or other law to object to the release of the Deposit if this Contract is canceled by Buyer during the Inspection Period and waives any right to provide any additional written consent to the release of the Deposit if this Contract is canceled by the Buyer during the Inspection Period.

8. ESCROW; COE; CLOSING COSTS AND PRORATIONS.

8.1. *COE.* Seller and Buyer engage Escrow Agent to act as the escrow agent for the closing of the transactions contemplated by this Contract. COE shall be deemed to occur on the date the Deed (defined in Section 8.3.1) is recorded with the recorder of the county in which the Property is located (the “County”).

8.2. *Buyer’s Closing Deliveries.* The amount due at COE under Section 1.5 shall be paid to Seller by Buyer through escrow at the COE, together with the execution of the documents and amounts listed below:

8.2.1. Buyer’s pro rata portion, as of the COE, of all ad valorem real estate taxes, and general and special assessments, in respect of the Property as determined by Escrow Agent based on the most recent information available to Escrow Agent without adjustment following the COE;

8.2.2. (Reserved)

8.2.3. All specific closing costs to be paid by Buyer as set forth in Section 1.10.

8.2.4. All other documents Escrow Agent reasonably requests Buyer to execute to effectuate the COE; and

8.3. *Seller’s Closing Deliveries.*

8.3.1. Seller shall convey title to the Property by Special Warranty Deed (the “Deed”) at COE.

8.3.2. (Reserved)

8.3.3. Seller shall execute all documents marked in Sections 1.12 and 1.13 if not previously executed.

8.3.4. Seller shall execute all other documents Escrow Agent reasonably requests Seller to execute to effectuate the COE.

8.4. *Tax Proration.* Seller shall pay all real estate taxes encumbering the Property for the years prior to the year of COE. Taxes for the year of COE, based on the County Assessor’s most recent valuation information and tax bill, shall be prorated and paid by Seller to Buyer as of the COE.

8.5. *Specific Closing Costs.* Seller shall pay the specific closing costs applicable to Seller as set forth in Section 1.10.

8.6. *Buyer Right to Proceed Without Escrow Agent.* Buyer, at anytime during prior to COE, may elect to proceed with this transaction without utilizing the services of Escrow Agent or any escrow agent. In such an event, Seller will be obligated to fully perform all terms and conditions of this Contract and to deliver all of Seller's Closing Deliveries directly to Buyer except Seller will no longer be obligated to cause the standard Title Policy to be issued to Buyer. In the event closing will take place at a law firm instead of through an escrow agent, Seller may be required to pay a closing fee as set forth in Section 1.10.

SELLER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NOTWITHSTANDING THE FACT THAT SELLER MAY HAVE TO PAY A CLOSING FEE TO A LAW FIRM OF BUYER'S CHOOSING FOR THE PURPOSE OF CLOSING THIS TRANSACTION, THE LAW FIRM REPRESENTS THE BUYER ONLY AND DOES NOT REPRESENT SELLER IN THIS TRANSACTION.

Seller Initials

Seller Initials

9. REPRESENTATIONS AND WARRANTIES.

9.1. *Seller Representations and Warranties.* Seller hereby represents, warrants and covenants, with the understanding that Buyer is relying on such representations and warranties and that such representations and warranties survive COE, that:

9.1.1. Seller has full right, power and authority to sell the Property to Buyer as provided in this Contract and to carry out its obligations hereunder.

- 9.1.2. To Seller’s actual knowledge, and except as disclosed in the Title Documents, there are no leases that will be in effect as of COE, occupancy agreements, easements, licenses, or other agreements that grant third parties any possessory or usage rights to all or any part of the Property.
- 9.1.3. The liens and encumbrances listed in Section 1.13.1, if any, are the only liens and encumbrances burdening the Property and any unrecorded or undisclosed liens or encumbrances, including unpaid bills and debts that would give rise to mechanic’s or statutory liens, or other attachments, shall be immediately paid in full by Seller upon notice from Buyer and Seller shall indemnify, protect, defend and hold harmless Buyer for and from any and all costs, demands, and claims related to or associated with such unrecorded or undisclosed liens or encumbrances.
- 9.1.4. (Reserved)
- 9.1.5. (Reserved)
- 9.1.6. (Reserved)
- 9.1.7. (Reserved)
- 9.1.8. Seller warrants that the foregoing representations, warranties and covenants shall be true as of the date of this Contract, and as of COE and will survive COE.

9.2. *Buyer Representations and Warranties.* Buyer warrants that Buyer has the full right, power, and authority to enter into this Contract.

10. DEFAULT; REMEDIES. If a party fails to comply or perform under this Contract, the other party shall deliver a notice to the breaching party specifying the non-compliance (the “Cure Notice”). If the non-compliance is not cured within ten (10) calendar days after receipt of the Cure Notice (the “Cure Period”), the failure to comply shall become a breach of this Contract (“Default”). A Cure Notice is not required upon Seller indicating an intention to or refusing to close escrow by the COE date, as such will be considered a Default. If Seller shall breach any of the terms or provisions of this Contract, Buyer may proceed against Seller for any claim or remedy the Buyer may have in law or equity, which includes, but is not limited to, specific performance and/or damages. If Buyer breaches this Contract, Seller accepts the Deposit as Seller’s sole right to damages. The prevailing party in any lawsuit arising out of or to enforce this

Contract shall be awarded its reasonable attorneys' fees, expert fees, and costs incurred prior to and/or after the filing of such lawsuit. Any attorneys' fees awarded in favor of Buyer may be paid to Buyer from the proceeds of the closing of the transaction contemplated by this Contract.

11. **NO ORAL CHANGES OR REPRESENTATIONS.** EACH PARTY ACKNOWLEDGES THAT THIS CONTRACT SETS FORTH IN FULL THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND THAT SUCH PARTY HAS NOT RELIED ON ANY ORAL CONTRACT, STATEMENT, REPRESENTATION OR OTHER PROMISE THAT IS NOT EXPRESSED IN WRITING IN THIS CONTRACT. This Contract supersedes any and all prior understandings and agreements. This Contract may be amended or modified only by an agreement in writing signed by Buyer and Seller.
12. **NOTICES.** Any and all notices, demands or requests required or permitted hereunder shall be in writing ("Notice") to the Parties as defined in Sections 1.7 and 1.8 and shall be effective upon personal delivery, electronic mail, or upon receipt, if deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid, or if deposited with any commercial air courier or express service. A telephone conversation, text message, or other instant messaging communication shall not be acceptable for Notices as defined herein.
13. **MISCELLANEOUS.**
 - 13.1. *Addendum, Acknowledgements, and Additional Terms and Conditions.* All Addenda, Provisions, and Acknowledgements are deemed part of this Contract and are incorporated herein by this reference. The Parties agree to be bound by the additional terms and conditions specified in Section 1.13 and if such additional terms and conditions conflict with any other provision of this Contract, the terms and conditions set forth in Section 1.13 shall prevail.
 - 13.2. *Assignment.* Buyer may assign this Contract or any of its rights hereunder to any person, partnership, corporation, or other entity without notice to Seller. Seller's consent to such assignment is not required.
 - 13.3. *Buyer's Marketing of its Contract Interest.* Buyer has the right to market its contract interest in the Property in Buyer's sole discretion, which may include, but is not limited to listing the Property and Buyer's contract interest in the Property on any Multiple Listing Service ("MLS"). Seller, hereby appoints Buyer as its attorney in fact with the full power and authority to act in the name and place of Seller for the execution of any and all documents necessary to list the Property and Buyer's contract interest in the Property on the MLS.

- 13.4. *Time is of the Essence.* Time is of the essence with respect to the performance of all terms, conditions and provisions of this Contract. All time periods set forth in terms of “days” refer to calendar days, unless otherwise specified as business days.
- 13.5. *Waiver.* The waiver by any party hereto of, or the failure to exercise any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
- 13.6. *Severability.* If any provision of this Contract or any portion of any provision of this Contract shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Contract shall be deemed severable from all other provisions hereof.
- 13.7. *Choice of Law.* This Contract shall be governed and enforced under the laws of the state where the Property is located without regard to any conflict of law provisions.
- 13.8. *Memorandum of Contract.* Seller agrees that Buyer may record a memorandum of this Contract or any local/regional equivalent document (the "Memorandum"). If Buyer records a Memorandum, Buyer shall also deliver to Escrow Agent a notice of termination and quitclaim deed of any interest in the Property at COE, or upon cancellation of this Contract. Escrow Agent shall, upon proper cancellation or termination of this Contract and without further instruction from the Parties, record the Notice of Termination in the Official Records of the County.
- 13.9. *Electronic Execution and Counterparts.* This Contract may be executed by electronic means and in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.
- 13.10. *Buyer Disclosures and Voluntary Contract.* Seller understands and acknowledges that Buyer is an investor who purchases real property and who, in its discretion, may assign its equitable interest in the real property for a profit. The Purchase Price may not reflect the Property's fair market value. The Parties affirm, acknowledge, and agree that they are entering into this Contract voluntarily and have not been threatened, coerced, intimidated, or in any way pressured into signing this Contract, they have had sufficient time to reflect upon the finality of this Contract, and they have had sufficient opportunity to consult with

legal, tax and financial counsel regarding this Contract. If such time has not been given, the Parties, by signing this Contract, waive any right to claim this Contract is invalid under this provision.

- 13.11. *Extension of COE.* COE date may be extended one time by up to 14 days upon delivery of Notice by either Party to the other without requiring additional signatures from the Parties herein.
- 13.12. *Successors and Assigns.* This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

SIGNATURE PAGE FOLLOWS

SIGNATURES

Seller acknowledges and agrees that Seller has read and fully understands the terms and conditions of this Contract and is entering into this Contract voluntarily and has not been threatened, coerced, or intimidated into signing.

IN WITNESS WHEREOF, Buyer and Seller have executed this Purchase Agreement as of the dates written below.

<p>APPROVED AND ACCEPTED BY SELLER</p> <p>Signature: _____</p> <p>Name: <u>CHRISTINA JEET</u></p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>APPROVED AND ACCEPTED BY BUYER</p> <p>Signature: _____</p> <p>Name: <u>CHRISTINA JEET</u></p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>SELLER:</p> <p>Signature: _____</p> <p>Name: <u>CHRISTINA JEET</u></p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>	<p>BUYER:</p> <p>Signature: _____</p> <p>Name: <u>CHRISTINA JEET</u></p> <p>By: _____</p> <p>Its: _____</p> <p>Date: _____</p>

Add Partner or Spouse signatures as needed.