

COMMERCIAL PURCHASE AGREEMENT

This Commercial Purchase and Sale Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [BUYER NAME], a Individual with an address of [BUYER S ADDRESS] (the "Buyer"), and [SELLER NAME], a Individual with an address of [SELLER S ADDRESS] (the "Seller"). Buyer and Seller are each a "Party" and together the "Parties."

1. Commercial Property

Seller agrees to sell, and Buyer agrees to purchase, subject to the terms of this Agreement, the following commercial real property, together with all improvements, fixtures, easements, rights, and appurtenances (collectively, the "Property"):

- **Address:** [PROPERTY ADDRESS]
- **Legal description and APN:** [LEGAL DESCRIPTION AND APN PARCEL NUMBER]
- **Year built:** [YEAR BUILT]

The sale includes all of Seller's right, title, and interest in (a) the land and all buildings and improvements; (b) all fixtures and building systems (HVAC, plumbing, electrical, elevators, fire/life-safety); (c) assignable warranties, permits, licenses, and approvals; (d) tenant leases and security deposits as of closing; and (e) plans, specifications, surveys, and environmental reports in Seller's possession.

2. Purchase Price

The total purchase price is **** (\$) (the "Purchase Price"), payable as follows:

- **Earnest money deposit:** \$0.00, to be delivered within 5 days after the Effective Date to the licensed escrow or title company (the "Escrow Agent").
- **Commercial loan:** \$0.00, subject to the financing contingency in Section 4.
- **Cash balance at closing:** The remainder of the Purchase Price.

3. Closing, Possession, and Tenant Matters

Closing date. Closing shall occur on or before **** (the "Closing Date") at the offices of the Escrow Agent.

Possession. Possession of the Property, subject to the rights of existing tenants under leases disclosed during due diligence, shall transfer to Buyer at closing.

Lease assignment. At closing, Seller shall assign all tenant leases and service contracts designated by Buyer, and shall deliver (i) originals or copies of all leases; (ii) a certified rent roll dated within five (5)

days of closing; (iii) estoppel certificates from tenants; (iv) tenant security deposits (credited against the Purchase Price or transferred to Buyer); and (v) a notice-to-tenants letter directing future rent to Buyer.

Prorations. Rents (including CAM, tax, and insurance pass-throughs), real property taxes, utilities, and service-contract payments shall be prorated as of the Closing Date. Delinquent rents collected post-closing shall be applied first to current obligations and then to arrears owed to Seller.

Closing costs. Closing costs shall be allocated per the custom of [STATE], with escrow fees split equally.

Title. Seller shall convey title by Special Warranty Deed (or equivalent deed standard in [STATE]) subject only to permitted exceptions. Seller shall deliver an ALTA extended-coverage owner's title insurance policy in the amount of the Purchase Price.

4. Due Diligence and Contingencies

Financing contingency. Closing is contingent upon Buyer obtaining commercial financing on the terms in Section 2 within **30 days** after the Effective Date.

Due diligence period. Buyer shall have **10 days** after the Effective Date (the "Due Diligence Period") to conduct, at Buyer's expense: (a) physical and engineering inspections; (b) a Phase I environmental site assessment and, if recommended, a Phase II; (c) review of leases, rent rolls, operating statements, service contracts, and CapEx history; (d) zoning, entitlement, and code-compliance review; (e) ADA compliance assessment; (f) review of permits, certificates of occupancy, and operating licenses; and (g) such other investigations as Buyer deems appropriate. Seller shall deliver all due-diligence materials in Seller's possession within five (5) business days of the Effective Date and provide reasonable access. Buyer may terminate without cause during the Due Diligence Period and recover the earnest money.

Appraisal contingency. Closing is contingent upon the Property appraising at or above the Purchase Price within **21 days** after the Effective Date.

Title review contingency. A title commitment with copies of underlying documents shall be delivered within ten (10) days. Buyer shall have **15 days** to object to any matter; Seller shall have up to thirty (30) days to cure.

5. Seller Representations and Warranties

Seller represents and warrants, as of the Effective Date and as of closing: (a) Seller has full authority to sell the Property; (b) the rent roll delivered is true and accurate in all material respects; (c) to Seller's knowledge, no tenant is in material default; (d) to Seller's knowledge, the Property complies in all material respects with applicable zoning, building, and environmental laws; (e) Seller has received no written notice of pending condemnation, zoning change, or code violation that has not been disclosed; (f) there is no pending or threatened litigation affecting the Property; and (g) to Seller's knowledge, no

hazardous substances have been released at the Property except as disclosed in environmental reports delivered to Buyer.

6. Environmental

Seller shall deliver all environmental reports in its possession. Buyer may conduct a Phase I ESA during the Due Diligence Period. If a Phase I recommends Phase II testing, Buyer may extend the Due Diligence Period by up to thirty (30) days. If Phase II testing identifies Recognized Environmental Conditions that would materially impair Buyer's intended use or require remediation, Buyer may terminate and recover the earnest money.

7. State-Specific Disclosures

8. Fixtures and Personal Property

Fixtures and personal property included: All attached fixtures customarily included, such as built-in appliances, ceiling fans, light fixtures, window coverings, garage door openers, and attached shelving.

9. Buyer's Broker Compensation

Pursuant to the NAR settlement effective August 2024, buyer's broker compensation is not governed by this Agreement. Buyer's broker compensation, if any, is governed by a separate Buyer-Broker Representation Agreement.

11. Remote Online Notarization

The Parties consent to RON where permitted by applicable law.

13. Risk of Loss; Condemnation

Risk of loss remains with Seller until closing. If material casualty or condemnation occurs before closing, Buyer may terminate and recover the earnest money or proceed with an assignment of insurance proceeds or condemnation awards.

14. Default and Remedies

Buyer default. Seller's sole remedy is to retain the earnest money as liquidated damages.

Seller default. Buyer may (a) terminate and recover the earnest money plus actual expenses; (b) seek specific performance; or (c) pursue any other remedy at law or in equity.

15. Dispute Resolution

Mediation; Arbitration. Non-binding mediation for thirty (30) days in [VENUE CITY], [STATE], then binding AAA Commercial Arbitration if unresolved.

Attorney's fees. The prevailing Party is entitled to reasonable attorney's fees and costs.

16. General Provisions

Governing Law. Laws of [STATE], without regard to conflict of laws.

Assignment. Buyer may assign to a wholly-owned affiliate without consent; otherwise, written consent is required. Seller may not assign.

Notices. In writing, delivered by hand, overnight courier, certified mail, or email with read receipt.

Severability. Invalid provisions are reformed minimally; remainder continues in force.

Entire Agreement. This Agreement supersedes all prior negotiations. Amendments require a writing signed by both Parties.

Counterparts and Electronic Signatures. Valid under ESIGN, UETA, and applicable state law.

Confidentiality. The terms of this Agreement and all due-diligence materials shall be held in confidence, except as required by law or to advisors/lenders.

Time is of the essence.

17. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Buyer

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Seller

_____ PRINTED NAME

_____ SIGNATURE

DATE
