



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (LOTS/ACREAGE)

This Form can also be used for a Boat Slip or similar transaction.

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Maria I Lorza Tapiero and Lars E Hoffmann

____ ("Buyer"), and

Seller(s), Anne Powell

____ ("Seller").

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.

(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.

(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.

Dial Grimm and Rupert Law Firm

(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.

(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.

(F) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ **BUYER** ☐ **SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE**

(initials) BUYER(s) acknowledge receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☒ Client ☐ Customer service in this transaction.

(initials) SELLER(s) acknowledge receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☐ Client ☐ Customer service in this transaction.

2. PURCHASE PRICE: \$65000 sixty-five thousand

Payable by transfer of Good Funds via ☐ Finance or ☐ a combination of Finance and Cash USD or ☒ Cash USD. Verification of Cash available for Closing is ☐ attached ☐ not attached ☒ to be Delivered before 01/12/2026. This Contract ☐ is ☒ is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐ is ☒ is not attached.

3. PROPERTY: Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 2140 Water Song Run Unit # _____
City Sumter State of South Carolina
Zip 29150 County of Sumter
Lot _____ Block _____ Section/Phase _____ Subdivision The Cove
Other _____ Tax Map 2051002003

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

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	BUYER		BUYER		SELLER		SELLER
	BUYER		BUYER		SELLER		SELLER

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4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before 02/06/2026 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Maria I Lorza Tapiero and Lars E Hoffmann

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant Property, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing. Seller will remove all man-made items from the Property unless otherwise agreed upon in writing by the Parties.

5. **EARNEST MONEY:** Total \$ 1000 (USD) Earnest Money is paid as follows:
\$ _____ accompanies this offer and \$ 1000 will be paid by 6 P.M. on 12/22/2025
(date) and Earnest Money is in the form of ☐ check ☐ cash ☒ other (e.g. wire) Wire _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Dial Grimm and Rupert Law Firm as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

EARNEST MONEY IF BEING HELD BY REAL ESTATE BROKERAGE FIRM:

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, EITHER BROKER IF ALSO SERVING AS ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (SCR Form 517 or 518), MEDIATION AGREEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ SHALL BE PAID TO THE BROKER ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

EARNEST MONEY IF BEING HELD BY LAW FIRM:

IF PARTIES AGREE TO A LAW FIRM SERVING AS ESCROW AGENT THEN EARNEST MONEY DEPOSIT CAN BE DISBURSED IN ACCORDANCE TO AN ESCROW AGREEMENT (SCR Form 517 or 518) OR A FORM DRAFTED BY THE LAW FIRM AND SIGNED BY BOTH BUYER AND SELLER. BROKERS WILL BE PROVIDED A COPY OF THE SIGNED AGREEMENT FOR THEIR FILE. ANY FEES CHARGED BY THE LAW FIRM IN SETTLING AN EARNEST MONEY DISPUTE WILL BE INCLUDED IN THE ESCROW AGREEMENT SIGNED BY THE PARTIES.

6. **TRANSACTION COSTS:**

(A) **TRANSACTION COSTS**

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

- 1) Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation(the amount of compensation the Buyer owes their Broker), and the cost of any inspector, appraiser, or surveyor.
- 2) Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation (the amount of compensation the Seller owes their Broker), and fees and expenses of Seller's attorney.
- 3) The following costs in addition to the costs above will be the considered ☐ Seller's or ☐ Buyer's transaction

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☐ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections

Other _____ ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. APPRAISED VALUE:

☐ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within five Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☒ This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

11. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on 01/21/2026 (date) ("Due Diligence Deadline"). Any extension to this date must be made in writing and agreed to by both Parties.

During the Due Diligence Period the Buyer may conduct any and all inspections that they wish and may timely terminate for any reason or no reason at all.

TERMINATION FEE: SHOULD THE BUYER TERMINATE DURING THE DUE DILIGENCE PERIOD FOR DUE DILIGENCE REASONS THEY WILL PAY A TERMINATION FEE OF \$250.

Should the Buyer terminate under a different contractual contingency (Financing, Appraisal, CL-100, Sale of Buyer Property, etc.) the Termination Fee will not be owed. A Termination Fee is only owed if the Buyer terminates during the Due Diligence Period for Due Diligence Reasons.

By the end of the Due Diligence Period the Buyer must either:

- 1) Accept the Property as AS-IS; or
- 2) Negotiate for Repairs using SCR Form 525 and having both Buyer and Seller agreeing to the terms of the Repair Request Prior to Due Diligence Deadline or
- 3) Parties agree to other remedies via attorney drafted and approved verbiage in Form 390; or
- 4) Terminate By Delivering Notice using SCR Form 313 and the Termination Fee of to the Seller's Notice Address by the Due Diligence Deadline.

Failure of the Buyer to do Options 2, 3, or 4 above by the Due Diligence Deadline will result in an AS-IS contract in regards to repairs. Parties agree "AS IS" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for fourteen (14) Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for

	BUYER		BUYER		SELLER		SELLER
	BUYER		BUYER		SELLER		SELLER

indemnifying

14. **BUILDING PERMIT:** This Contract ☐ is ☒ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Calendar Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.
15. **REZONING:** This Contract ☐ is ☒ is not contingent upon the Property being rezoned to _____ by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than _____ Calendar Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The ☐ Buyer or ☐ Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.
16. **DEED RESTRICTIONS:** Seller shall provide copy of any deed restrictions [including zoning ordinances, condominium documents (master deed, financial information, etc.)] and a copy of all restrictions and covenants for said property within 10 _____ Calendar Days of the Effective Date.
17. **WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY:** This Contract ☐ is ☒ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Calendar Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: ☐ county ☐ city ☐ private ☐ corporate ☐ community ☐ well ☐ other _____. Seller represents the Property is connected to water disposal system: ☐ septic ☐ sewer ☐ private ☐ corporate ☐ government ☐ other _____.
18. **SOIL AND WATER TESTS AND WATER ISSUES:** After the Effective Date, the Buyer and Inspectors shall have the right to conduct Inspections including the rights to go on the property to conduct soil and water tests, including percolations tests, to ascertain whether the property is suitable for the improvements the Buyer desires. All expenses of such tests shall be paid by ☒ Buyer or ☐ Seller. Buyer shall be responsible for the repair, restoration, and any damages caused by such tests and Inspections.
Seller represents that the water supply is described fully here:

Public

Seller represents that all waste water is disposed of via waste water systems described fully here:

Public

Seller represents that all isolated wetlands or flood zones touching the property are described fully here:
19. **CONDITION OF PROPERTY:** Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.
20. **SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:**

<div><div>MSL</div><div>01/27/24</div></div>	BUYER	<div><div>MSL</div><div>01/27/24</div></div>	BUYER	<div></div>	SELLER	<div></div>	SELLER
<div></div>	BUYER	<div></div>	BUYER	<div></div>	SELLER	<div></div>	SELLER

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☐ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70. CDS is not a substitute for the Buyers and Inspectors inspecting the Property, Property issues, and off site conditions for all needs.

☒ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

21. **LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

22. **SEX OFFENDER/CRIMINAL INFORMATION:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against the Brokers for failure to obtain or disclose sex offender or criminal information. Parties may obtain information about the sex offender registry by contacting the County Sheriff and the South Carolina Law Enforcement Division on the Internet at: <https://scor.sled.sc.gov>

23. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

24. **SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of the South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

25. **ROLLBACK TAXES (CHECK ONE OF THE FOLLOWING OPTIONS):**

☒ The parties agree that the Seller shall pay any rollback taxes at the closing. No later than five calendar days prior to the closing date, Seller shall provide any and all information and documentation required by the appropriate taxing authority to assess the rollback taxes on the Property. The parties agree that County assessment/estimate for rollback taxes collected on the closing statement represents the final amount for rollback taxes to be paid by Seller; after the closing, neither party shall have any further duties or responsibilities to the other party related to rollback taxes.

☐ The parties agree that the Buyer shall pay any rollback taxes whenever the taxes are assessed; Seller has no responsibility for rollback taxes.

☐ The Parties agree to split agree to pay the rollback taxes as follows: _____ % paid by Buyer and _____ % paid by Seller

26. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS:** All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by _____ Maria I Lorza Tapiero and Lars E Hoffmann _____ and paid for by Maria I Lorza Tapiero and Lars E Hoffmann _____. All of these reports or certifications shall be completed no later than 10 Calendar Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than two Calendar Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

Upon Delivered Notice of the Repair Requests, Seller has five Calendar Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have two Calendar Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

27. **ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE):** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties

	BUYER		BUYER		SELLER		SELLER
	BUYER		BUYER		SELLER		SELLER

and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

28. **ADJUSTMENTS:** Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance (including any non-special assessments assessed due to increased premiums), EMS service, fuel/consumables, and all other non-special assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.
29. **DEFAULT/BREACH OF CONTRACT:**
- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.
30. **NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE):** Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.
31. **BROKER DISCLAIMER:** Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.
32. **BROKERS COMPENSATION:** Parties direct Closing Attorney to use settlement funds to collect and disburse compensation to Brokers in accordance with this Agreement or in any separate listing or buyer agreement, as amended, between any Party and a Broker or other affiliated licensees, and document compensation on the settlement statement. **[NOTE: If the compensation of any broker is to be included in this Agreement, the parties should attach a Buyer's Broker compensation agreement (Appropriate SCR Form 120 or similar agreement) to this Agreement to reflect the same.]** Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity that benefit them or afford them rights and defenses and will have all remedies at law or in equity in the event of a breach of this Agreement. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract.
33. **ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS:** All exhibits and/or addenda attached to this agreement, listed below, or referenced in this Agreement are made a part of this Agreement.
- ☐ SCR Compensation Agreement, Form 120LB2BB (listing broker to buyer broker)
 - ☐ SCR Compensation Agreement, Form 120S2BB (seller to buyer broker)
 - ☐ SCR Lead Based Paint Addendum, Form 315
 - ☐ SCR Agreement to Buy and Sell Assumption of Mortgage, Form 320
 - ☐ SCR Buyer Agreement to Occupy prior to Closing, Form 370
 - ☐ SCR Possession by Seller after Closing, Form 375
 - ☐ SCR Addendum/Amendment, Form 390
 - ☐ SCR Additional Clauses for Addendum, Form 391
 - ☐ SCR Contingency Addendum Sale of Buyer's Real Property, Form 504

	BUYER		BUYER		SELLER		SELLER
	BUYER		BUYER		SELLER		SELLER

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- ☐ SCR Personal Property Addendum, Form 530
- ☐ SCR Backup Contract Addendum, Form 545
- ☐ SCR Home Warranty Addendum, Form 555
- ☐ SCR Wire Fraud Warning, Form 610
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

34. **NOTICE AND DELIVERY:** Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.
35. **Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank and understand that audio/visual surveillance may occur. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.**
36. **EXPIRATION OF OFFER:** When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5 ☐AM ☒PM on 01/07/2026 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline: **This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief.

If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered within _____ Calendar Days. **Parties shall initial and date all page and changes in this Contract.**

BOTH PARTIES AGREE TO PROVIDE AN ACCURATE NOTICE ADDRESS AND EMAIL FOR ALL CORRESPONDENCE. THE EMAIL AND ADDRESS OF THE BROKER CAN SERVE AS THE NOTICE ADDRESS.

BUYER:	<div style="border: 1px solid black; padding: 2px;"><i>Maria J. Lopez Tapiero</i></div>	<div style="border: 1px solid black; padding: 2px;"><small>dotloop verified 01/05/26 1:38 PM EST CRBI-PURX-VOAC-EPCN</small></div>	Date: _____ Time: _____
BUYER:	<div style="border: 1px solid black; padding: 2px;"><i>Lars E. Hoffmann</i></div>	<div style="border: 1px solid black; padding: 2px;"><small>dotloop verified 01/05/26 1:40 PM EST SCSS-CJYN-ATAP-MURC</small></div>	Date: _____ Time: _____
BUYER:	<div style="border: 1px solid black; height: 20px;"></div>		Date: _____ Time: _____
BUYER:	<div style="border: 1px solid black; height: 20px;"></div>		Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX (Where Buyer wants all contracts and correspondence to be sent): _____

SELLER:	<div style="border: 1px solid black; height: 20px;"></div>	Date: _____ Time: _____
SELLER:	<div style="border: 1px solid black; height: 20px;"></div>	Date: _____ Time: _____
SELLER:	<div style="border: 1px solid black; height: 20px;"></div>	Date: _____ Time: _____
SELLER:	<div style="border: 1px solid black; height: 20px;"></div>	Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX (Where Seller wants all contracts, correspondence, and termination fee to be sent): _____

<div style="border: 1px solid black; padding: 2px;"><small>AGL 01/05/26</small></div>	BUYER	<div style="border: 1px solid black; padding: 2px;"><small>JEH 01/05/26</small></div>	BUYER	<div style="border: 1px solid black; width: 40px; height: 15px;"></div>	SELLER	<div style="border: 1px solid black; width: 40px; height: 15px;"></div>	SELLER
<div style="border: 1px solid black; width: 40px; height: 15px;"></div>	BUYER	<div style="border: 1px solid black; width: 40px; height: 15px;"></div>	BUYER	<div style="border: 1px solid black; width: 40px; height: 15px;"></div>	SELLER	<div style="border: 1px solid black; width: 40px; height: 15px;"></div>	SELLER

Stephanie Choate	ERA Wilder Realty Inc	stephaniehashomes4u@gmail.com
Buyer's Agent/Company		Buyer's Agent's Email Address
141108		803-310 1498
Buyer's Agent License #/LLR Office Code		Buyer's Agent Telephone Number
John Brabham	Berkshire Hathaway	jnbrabham@wesellsumter.com
Seller's Agent/Company		Seller's Agent's Email Address
3824		803-464-6943
Seller's Agent License #/LLR Office Code		Seller's Agent Telephone Number

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ASSOCIATION OF REALTORS® AT (803) 772-5206.

	BUYER		BUYER		SELLER		SELLER
	BUYER		BUYER		SELLER		SELLER