



CONTRACT FOR THE SALE AND PURCHASE OF IMPROVED COMMERCIAL REAL ESTATE

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- 1. 1. PARTIES. Buyer Prasant Patel
2. Seller Christopher Scott Hebert Life estate by Marsha J Doser Executor
3. Buyer(s) agree to buy and Seller(s) agree(s) to sell, the herein described property on the terms and conditions set forth herein.
4. 2. PROPERTY. Description:
5.
6. 2531 Pass Road in Biloxi 39531 County, MS.
7. (street address, if available) (city/town/zip code)
8. The property is further described as tax parcel # 1110f-02-001.000 in the public
9. records of the county within which the property is located, the exact legal description to be determined by survey (if agreed).
10. Property includes all improvements as they now exist on the Property including, but not limited to, improvements, fences, wells, etc.
11. Prior to Closing, Seller may remove only the following (if any, insert description here):
12.
13.
14.
15. Unless otherwise stated in Special Provisions or any attached addendum, all mineral rights held by Seller(s) shall be transferred to
16. Buyer(s) at Closing.
17. 3. PURCHASE PRICE. Buyer agrees to pay a purchase price of \$ 279,000.00 ("Purchase
18. Price") by Federal Reserve wire transfer, Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i), or such
19. form as is approved in writing by Seller.
20. 4. EARNEST MONEY. (SELECT ONE):
21. [] Buyer has tendered the sum of \$ as Earnest Money to [CHECK ONE] [] Selling Broker
22. [] Listing Broker who shall be fully responsible for said Earnest Money at all times. Responsible Broker shall hold Earnest
23. Money until a binding Contract is entered into OR until such time as negotiations fail to result in a binding Contract, in which case
24. the Earnest Money shall be promptly returned to Buyer. Upon entry of the parties into a binding Contract, said Broker shall deposit
25. the Earnest Money into a federally insured trust account by the close of business of the next banking day following the Effective
26. Date of the Contract, where it shall be held until the transaction is successfully consummated (at Closing) or termination of the
27. transaction.
28. [x] Buyer has not tendered Earnest Money. Buyer will tender within twenty-four (24) hours of the Effective Date (as defined
29. in Section 9(D)) of this Contract a sum of \$ 2,500.00 as Earnest Money to [CHECK ONE] [] Selling Broker
30. [x] Listing Broker. Buyer's failure to tender said sum within twenty-four (24) hours of said Effective Date shall constitute a
31. material breach hereof and terminate the Contract unless Seller agrees in writing to extend the time for Buyer to tender Earnest
32. Money and Buyer thereafter timely tenders said Earnest Money. Failure of Buyer to timely tender Earnest Money by the deadline as
33. extended shall terminate the Contract.
34. [] See attached Earnest Money Escrow Agreement/Addendum.
35. Any Earnest Money delivered to a non-broker licensee shall immediately be delivered to the Broker responsible for the Earnest
36. Money deposit. In the event any Earnest Money check is dishonored by the bank on which it is drawn, Broker shall immediately
37. notify all parties involved. Should the transaction be terminated prior to Closing through no breach of Buyer, Broker shall return the
38. Earnest Money to Buyer when Buyer is rightfully entitled to it, allowing a reasonable time for clearance of any Earnest Money
39. check. Should the transaction be terminated prior to Closing by reason of Buyer's default and the Seller be entitled to the Earnest
40. Money by virtue of Section 10 hereof, Broker shall deliver the Earnest Money to Seller. In the event of uncertainty as to the proper



Handwritten signature of Prasant Patel

41. disposition of Earnest Money, Broker shall interplead the funds in the appropriate court. In the event of interpleader, Buyer and
42. Seller consent to (i) the filing of same by Broker; (ii) jurisdiction in the county where the property, or any part of it, lies; (iii) entry of
43. an order discharging Broker upon deposit of the funds into court; and (iv) deduction against or reimbursement to Broker from the
44. money interplead of all costs necessitated by the filing of the interpleader action, including reasonable attorney's fees, service of
45. process fees and court costs.

46. **5. CONTINGENCIES.**

47. **(A) Loan.** **Applicable** **Not Applicable (Check One)**

48. If applicable, Contract is contingent upon Buyer(s) being approved for a new loan sufficient to close, provided that Buyer(s) makes
49. timely application and good faith efforts to secure loan prior to Closing. Within five (5) business days after the Effective Date of
50. the Contract, Buyer(s) will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s),
51. diligently and timely pursue the same in good faith, execute all documents and furnish all information and documents required,
52. and make timely payment of any costs of obtaining such loan approval. Failure of the Buyer(s) to make timely application for loan
53. and exercise good faith efforts to facilitate its approval shall entitle the Seller(s) at its option to (A) excuse the failure and proceed
54. with the transaction on such terms as the parties may agree to in writing in the form of an amendment to the Contract; OR (B) declare
55. the Contract void and refund to Buyer(s) the earnest money deposit; OR (C) treat the failure as a Breach by Buyer(s) under paragraph
56. 10 hereof.

57. **(B) Due Diligence or Acceptance in Current Condition.** (Select One):

58. **Due Diligence.** Buyer shall have a period of 90 days (the "Inspection Period") following the Effective Date
59. of this Agreement to make, secure or review such physical, zoning, geotechnical, wetlands/environmental, civil engineering,
60. governmental enactments, availability of utilities (including water, sewer, gas, electricity and/or storm water drainage), marketing and
61. other investigations, tests and studies including, but not limited to, soil tests and borings, percolation tests, appraisal, survey,
62. engineering, leases, zoning, title, subdivision, availability of insurance and financial statements, to determine if Buyer desires to
63. purchase the Property. During the Inspection Period (i) Seller shall make available to Buyer all existing reports, statements, test results,
64. studies and other items and documents in Seller's possession or control with respect to such matters; and (ii) Buyer and its contractors,
65. employees, and agents shall have the right, subject to the rights of tenants under leases, if any, to enter upon the Property and make
66. tests, studies and investigations while thereon, with reasonable advance notice to Seller and, if required by Seller, accompanied by a
67. representative of Seller, for the purpose of inspecting and testing the Property. Buyer, in the exercise of such right of entry, shall use
68. all reasonable efforts not to damage the Property or to interfere unreasonably with Seller's operation thereof or Seller's tenants. If
69. Buyer's environmental site assessment of the Property during the Inspection Period includes the performance of any subsurface
70. investigation, Seller acknowledges and agrees that, as between Buyer and Seller, Seller is the owner of such soil and water produced
71. and Seller shall be solely responsible for the removal and disposal of soil and water produced in connection with such subsurface
72. investigation. Buyer shall use all customary and reasonable techniques and practices to minimize the volume of soil and water that
73. may be extracted during such subsurface investigation.

74. Buyer shall indemnify and hold Seller harmless for and from all costs, claims, damages or liability of any kind resulting from all
75. acts or omissions of Buyer, its contractors, employees or agents arising out of or relating to the exercise of the right of entry set forth
76. in this Section. The provisions of this Section shall survive the expiration or termination of this Agreement or Closing.

77. Before the end of the Inspection Period, in the event Buyer, in Buyer's sole discretion, determines that the Property is not suitable for
78. Buyer's intended use, then Buyer shall have the option of canceling this Agreement by written notice to Seller delivered as other
79. notices under this Agreement before the expiration of the Inspection Period stating that Buyer is canceling this transaction pursuant to
80. this section, in which event Escrow Agent shall return all deposits to Buyer, whereupon both parties shall be released from all further
81. obligations under this Agreement. Notwithstanding the foregoing, as a condition of the return to Buyer of any deposits, Buyer shall
82. promptly deliver to Seller, at no cost to Seller, all originals or copies of documents relating to investigations, tests, studies and other
83. materials obtained by Buyer from Seller with respect to the Property, together with all other due diligence documents and materials
84. provided to Buyer by Seller. Buyer shall not retain copies of any documents provided to it by Seller during due diligence except
85. those required by law.

86. In the event that Buyer does not exercise its right to cancel this Agreement under this section as set forth in the preceding paragraph,
87. then Seller shall be irrevocably entitled to retain Buyer's deposits and the same shall become non-refundable, except in the event of
88. Seller default or as may be otherwise set forth herein.



89. The parties may, by written agreement, provide for extensions of the Inspection Period and, to the extent any deadline as extended
90. conflicts with the Closing deadline set forth in Section 6, such extensions shall control.

91. OR

92. **Acceptance in Current Condition.** Buyer(s) has/have inspected the property and find(s) same to be in satisfactory condition
93. and accepts same in its current condition. Buyer(s) acknowledge(s) that neither Seller(s) nor Listing Broker nor Selling Broker
94. or salespersons associated with this transaction have made any warranty, express, implied or otherwise, as to the Property, except
95. such express warranties as the parties agree to in writing attached hereto, which shall survive Closing.

96. **(C) Pre-Closing Loss.** In the event of damage to the Property before Closing by virtue of causes beyond the parties' control, such
97. as fire, flood, war, acts of God or other causes, Seller(s) shall, within three (3) calendar days of a loss or as soon thereafter
98. as reasonably possible, notify Buyer(s) in writing of said damage, at which time Buyer(s) may, at Buyer's option:

99. **(1)** cancel this contract and be entitled to the return of earnest money deposits; OR

100. **(2)** waive any objection and proceed to Closing on the terms set forth in this Contract; OR

101. **(3)** seek to reach suitable agreement with Seller(s) as to repair(s), assignment of insurance proceeds, extension of the Closing date
102. and/or other adjustments to the Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement
103. within five (5) calendar days after election by Buyer(s) to proceed under this option (3) shall automatically and without further
104. notice cancel this Contract and entitle Buyer(s) to the return of earnest money deposits.

105. **6. CLOSING.**

106. **(A) Deadline to Close.** Closing (evidenced by delivery of deed and payment of Purchase Price) shall take place no later than 11:59
107. p.m. (CST) on the 10th day of May, 2024 (the "Closing Date") or on such earlier date as agreed to by the
108. parties in writing.

109. **(B) Title And Conveyance.** At Closing, Seller shall execute a **General Warranty Deed**

110. **Special Warranty Deed** **Assignment of Lease** **Quitclaim Deed** vesting title to the Property in (write names clearly):
111. _____

112. Seller(s) shall, prior to or at Closing, satisfy and pay all outstanding mortgages, deeds of trust, special liens, taxes or special
113. assessments, escrow amount of Property Owner's Association or Condominium fees affecting the subject property which are not
114. specifically assumed by Buyer(s) herein. Title shall be good and marketable, subject only to the following items recorded in the
115. Chancery Clerk's Office of said county: easements without encroachments, applicable zoning ordinances, protective covenants and
116. prior mineral reservations; otherwise Buyer(s), at its option, may either (A) if defects cannot be cured by designated Closing date,
117. cancel this Contract, in which case any earnest money deposit shall be refunded to Buyer; (B) accept title as is and proceed to
118. Closing; or (C) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit
119. Seller(s) such reasonable time to perform this curative work at Seller(s)' expense. In the event curative work is performed by
120. Seller(s), the time specified herein for Closing shall be extended for a reasonable period necessary for such cure, said period not
121. to exceed thirty (30) days unless agreed to in writing by the parties.

122. **(C) Proration.** All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association fees are
123. to be prorated as of the Closing date for the year of the sale. Pro-rated items are not "Closing Costs" under this Contract.

124. **(D) Costs of Sale.** At Closing, Buyer shall pay the cost of recording the deed of conveyance and any premiums relating to title
125. insurance required by it. Each party shall bear the recording costs of any other instruments received or required by that party, and
126. Seller shall pay the recording costs on documents necessary to clear title at Closing. The parties shall pay their respective attorney
127. fees. All taxes, rents, utility and other assessments shall be prorated between the parties as of the date of Closing, unless the parties
128. otherwise agree.

129. **(E) Possession.** Possession shall be delivered to Buyer(s) (**check one**):

130. Upon completion of Closing and full funding

131. By separate **Possession Addendum** attached and made a part of this Contract

132. **7. DISCLOSURES.**

133. **(A) Multiple Listing Service ("MLS").** The Selling Broker is a participant of the MLSUnited
134. Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to its Participants.

135. **(B) Privacy.** Signature of Buyer(s) on this Contract is authorization by Buyer(s) to the mortgage company processing a loan
136. application to examine the credit worthiness of Buyer(s). Signature of Seller(s) of this Contract is authorization to any mortgage
137. company to release any information pertinent to the mortgage secured by the Property to foresaid brokers or salespersons and the
138. closing attorney.



139. **(C) Wire Fraud Warning; Release.** Buyers and Sellers of real property are targets in scams regarding electronic transfers of
140. money (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based
141. upon electronic communications (such as email) that have not been **verbally confirmed** by you to be valid (from a person you know
142. and trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your
143. real estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of
144. funds without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or
145. email addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers,
146. contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to
147. the FBI and law enforcement authorities, and should be done so immediately if funds are lost. **By signing this Contract, you**
148. **acknowledge receipt of this notice and agree to hold the brokerages, their agents and the designated title company or closing**
149. **attorney harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of such funds, and any**
150. **and all other damages relating to conduct of third parties influencing implementation of wire transfers.**

151. **(D) Audio & Video; Photography.** Owners, Sellers, Invitees and Buyers of real property using audio and/or video surveillance or
152. remote monitoring devices or devices capable of photography, videography or videotelephony are solely responsible for compliance
153. with applicable state, local and federal laws concerning use of such devices including, but not limited to, cameras, phones, security
154. systems, monitors or other devices capable of making or transmitting audio and/or video recordings and/or photographs. Audio or
155. video recordings or photographs may be illegal under state, local and/or federal laws, depending on the circumstances. Sellers and
156. Buyers are urged to consult legal counsel concerning applicable laws and take steps to protect against practices violative of rights of
157. persons owning, inhabiting, utilizing, viewing or visiting the property. **By signing this contract, Buyer and Seller acknowledge**
158. **receipt of this notice and agree to hold the brokerages and their agents harmless from all claims (excepting only claims under**
159. **the exclusive jurisdiction of the Mississippi Real Estate Commission under license law or claims under the National**
160. **Association of REALTORS® Code of Ethics and Arbitration Manual) or damages arising out of use of video and audio**
161. **surveillance systems or photography, videography or videotelephony.**

163. **8. BROKERS AND SALESPERSONS.**

164. **(A)** The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:

165. Selling Brokerage: Premier Properties Selling Agent: Stacey Eleuterius Barber
166. Selling Brokerage Address: 10291 3RD Ave Ste B, D'Iberville, MS 39540
167. Selling Broker License No.: 15333 Selling Agent License No.: B15218
168. Business Phone: (228) 275-7653 Business Phone: (228) 275-7653
169. Email: sleb123@gmail.com Facsimile: _____

170. Listing Brokerage: Carter and Co Listing Agent: Caty Mahoney Hulett
171. Listing Brokerage Address: _____
172. Listing Broker License No.: _____ Listing Agent License No.: _____
173. Business Phone: _____ Business Phone: _____
174. Email: caty.hulett@carterandco.com Facsimile: _____

175. **(B) Agency Relationship. (Check One):**

- 176. The Listing Firm, the Selling Firm, and their salespersons represent the Seller(s) as their Client. The Buyer(s) is/are the
177. customer.
- 178. The Listing Firm and its salespersons represent the Seller(s). The Selling Firm and its salespersons represent the Buyer(s).
- 179. The Listing Firm and its salespersons represent both Seller(s) and the Buyer(s) as dual agents by mutual agreement and all
180. parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Firm.
- 181. The Selling Firm and its salespersons represent the Buyer(s). The Seller(s) is/are not represented and is/are a customer.

182. **(C) Compensation.** The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement
183. or prior offer of cooperation and compensation. If Broker(s) collect(s) this compensation or any part thereof through legal action,
184. the defaulting party agrees to pay court costs including reasonable attorney fees. Compensation due hereunder is deemed earned,
185. due and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller(s), though Broker
186. agrees to accept payment at Closing as an accommodation to the parties.

187. **(D) No Reliance; Release.** Seller(s) and Buyer(s) acknowledge that neither them, nor their agents, have relied upon any statement, 188. representation or omission made or documentation provided by the Broker(s), salesperson(s), or their representatives, relating to any 189. aspect of this transaction, the Property or otherwise including, but not limited to, terms or conditions of sale, tax or legal 190. considerations, liability, size, square footage or condition of the Property, presence or lack thereof of UFFI insulation, presence or 191. lack thereof of Exterior Insulated Finish Systems (E.I.F.S.), previous or present flooding, flood zones, flood insurance, history of title 192. or use, effect of or location within Mississippi State Tidelands or Federal wetlands, presence or absence of mold or other toxic 193. substances, presence or lack of expansive soils, presence or absence or enforceability of acceleration clauses or tax or balloon notes, 194. names or recommendations concerning vendors of any sort whatsoever or validity or accuracy of any reports rendered thereby. **By 195. signing this Contract, Buyer(s) and Seller(s) acknowledge receipt of this disclosure and agree to hold the brokerages, their 196. agents and the designated title company or closing attorney harmless from all claims arising out of or pertaining in any way 197. to any representations in this section.**

198. **(E) Liability.** Broker's liability to Buyer(s) and Seller(s) in this transaction shall not exceed the amount it has received as 199. compensation.

200. **9. GENERAL.**

201. **(A) Agreement Complete.** This Contract incorporates all prior agreements between the parties, contains the entire and final 202. agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms, 203. conditions, oral statements, warranties or representations not herein contained.

204. **(B) Read And Understood.** Each party acknowledges and hereby affirms that it has read and understands this Contract.

205. **(C) Assignment.** This Contract shall not be assignable by either party without consent of the other party, excepting only the case 206. where Seller notifies Seller in writing of Seller's intent to perform a 1031 exchange relating to the Property.

207. **(D) Effective Date.** For purposes of this contract the Effective Date is the date the last necessary party signs.

208. **(E) Notices.** Any notices required or permitted to be given under this Contract shall be delivered by hand or mailed by certified or 209. registered mail, return receipt requested, in a postage prepaid envelope or by nationally recognized overnight carrier service; 210. by facsimile with receipt acknowledgement (if the fax number is listed below); or by email (if the email address is listed 211. below), at Sender's option, and addressed as follows:

212. If to Seller(s):

213. Address: _____

214. Facsimile: _____

215. Email: _____

216. If to Buyer(s):

217. Address: _____

218. Facsimile: _____

219. Email: _____

220. **(F) Survival Of Contract.** All express representations, warranties and covenants shall survive termination of the Contract or 221. Closing unless specified to the contrary. All other contractual obligations shall terminate at Closing.

222. **(G) Time Is Of The Essence.** Time is of the essence as to all time periods and deadlines stated in this Contract, and delay in 223. performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any other provision in 224. this Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend any affected deadline 225. by no more than the actual number of days of delay necessitated by such law or regulation.

226. **(H) Representations and Warranties.** Seller(s) and Buyer(s) represent and warrant, each to the other, that (to the extent they are 227. not individuals) they are duly organized and in good standing under the laws of their state of organization and the State of 228. Mississippi, that they are authorized to do business in the State of Mississippi, that they, and all persons signing on their behalf have 229. full power and authority to enter into, take all actions necessary and to perform the terms and conditions of this Agreement; and that 230. they have respectively obtained all necessary approvals and consents relating to this Agreement and the performance of all 231. conditions and terms hereof.



232. **10. BREACH.** In the event of a default by either party under this Contract, the non-breaching party shall have the right to receive
233. from Escrow Agent the Earnest Money paid under Section 4 of this Contract, to be a credit against any other damages, in addition to
234. such other remedies as it may have under applicable law including, but not limited to, specific performance.

235. **11. SPECIAL PROVISIONS.** (If none, write "NONE" below):

236. Buyer shall have up to 90 days Due Diligence period to acquire necessary approvals from
237. the City of Biloxi for intended use.

238. _____
239. Closing to be up to 30 days after completion of Due Diligence period but no later than
240. May 10, 2024.

241. _____
242. _____
243. _____


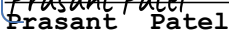
244. **12. EXPIRATION OF OFFER.** This offer expires at 5:00 a.m. p.m. Central Standard Time (CST) on
245. January 15, 2024 [date] if not accepted, countered or rejected by Seller(s) by that time.

246. **13. ATTACHMENTS. (Check All That Apply):**

- 247. Dual Agency Confirmation Option Agreement
- 248. Pre-Closing Repair/Improvement Addendum Back Up Contract Contingency
- 249. First Right of Refusal Addendum Pre-Closing Possession Addendum
- 250. Post-Closing Possession Addendum
- 251. Back-Up Contract Addendum
- 252. Other _____

253. **14. SIGNATURE BLOCKS.**

254. Signed this the _____ day of _____, _____, at _____ a.m. p.m., and a **copy** hereof received:

255. BUYER  01/11/2024 BUYER _____
 256.  _____
 257. Phone: _____ Phone: _____

258. The foregoing offer is **accepted** this the 1/11/2024 day of _____, _____, at _____ a.m. p.m.,

259. and a **copy** hereof received. DocuSigned by:

 260. SELLER _____ SELLER _____
 261. 3A369CA02D65449...
 262. Phone: _____ Phone: _____

263. The Sellers have **countered** this offer subject to the terms of the attached Counter Offer No. _____ this the _____

264. day of _____, _____, at _____ a.m. p.m., and a **copy** hereof received:

265. SELLER _____ SELLER _____



266. The Sellers have received a copy of this offer and **rejected** same and make no counter offer this the _____ day of

267. _____, _____, at _____ a.m. p.m., and a **copy** of this rejection has been delivered

268. to Buyer(s).

269. SELLER _____ SELLER _____





WORKING WITH A REAL ESTATE BROKER

THIS IS NOT A LEGALLY BINDING CONTRACT

GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

SELLER'S AGENT

A property Seller can execute a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the Seller in securing a Buyer. A licensee who is engaged by and acts as the agent of the Seller only, is a Seller's Agent.

- To the Seller: The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
To the Buyer and Seller: A duty of honesty and fair dealing.

BUYER'S AGENT

A Buyer may contract with an agent or firm to represent him/her. A licensee who is engaged in a Buyer Agency Agreement as the agent of the Buyer only is known as the Buyer's Agent in purchasing a property.

- To the Buyer: The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
To the Seller and Buyer: A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate licensee or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both the Seller and Buyer.

- A Disclosed Dual Agent may not disclose:
a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
c) The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
d) That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

AGENCY EXCEPTION: PROPERTY CONDITION DISCLOSURE STATEMENT (PCDS)

Effective March 14, 2023, the Mississippi Code was amended to eliminate all duties and obligations of real estate agents to their clients or others concerning the Property Condition Disclosure Statement (PCDS) required for residential real estate transactions involving real estate agents, including (but not limited to) any responsibility for the completeness and accuracy of information contained in the PCDS, or for its delivery.

IMPORTANT NOTICE: UNREPRESENTED "CUSTOMER"

"Customer" shall mean a person not represented in a real estate transaction. It may be the Buyer, Seller, Landlord or Tenant. A Buyer may decide to work with a firm that is acting as the agent for a Seller (a Seller's Agent or Subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the Buyer properties as a Seller's Agent or as a Subagent working on the Seller's behalf.

THIS IS NOT A CONTRACT, THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Broker or Salesperson has informed me that real estate brokerage services may be provided to me as a:

- Client (The Licensee is my Agent. I am the Seller or Landlord.)
Client (The Licensee is my Agent. I am the potential Buyer or Tenant.)
Client (All Licensees of the Brokerage Firm may become Disclosed Dual Agents.)
Customer (The Licensee is not my Agent)
Use "Customer signature" space, below

By signing below, I acknowledge (1) that I received this informational document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me, and (2) that the identified Licensee and Brokerage are NOT my Agent for any purpose related to a PCDS connected to any potential transaction (as detailed in "AGENCY EXCEPTION..." above).

Signature lines for Prasant Patel, Stacey Eleuterius Barber, and Premier Properties, including dates and labels for Client, Licensee, and Customer signatures.