Purchase and Sale Agreement

This agreement is made this **11th** day of **November**, **2025**

between Seller(s) **John Doe & Marry Doe**

and Buyer(s) **Ari Wholesale LLC**

Seller agrees to sell and buyer agrees to buy the following described real property together with all improvements and fixtures and the personal property described below:

Street Address **123 Main St**

City, State, Zip: **Houston Texas, 77033**

Legal description: **12 BLK 2**

The purchase price to be paid as follows:

Total Deposit	**$0**
Cash due to Seller at Closing	**$50,000**
Total Price	**$50,000**

1. EARNEST MONEY to be deposited with a licensed title company or attorney within 48 hours of acceptance and ratification of offer.

2. PRORATIONS, IMPOUNDS & SECURITY DEPOSITS: Loan interest, property taxes, insurance, and rents shall be prorated as of the date of closing. All security deposits shall be transferred to buyer at closing. All impound accounts for taxes and insurance are included in the purchase price and shall be transferred to buyer at closing. Any shortage in these accounts shall be charged to seller at closing.

3. CLOSING DATE AND TRANSFER OF TITLE: This transaction shall close on or before **December 11th , 2025.** Closing will be held at **Ari Wholesale Title** and Seller(s) agree to transfer marketable title free and clear of all encumbrances except those listed and pay any required state taxes or stamps required to record deed and mortgage. Seller agrees to furnish title insurance in the amount of the purchase price, showing no encumbrances or exceptions other than previously noted.

4. DAMAGE TO PROPERTY: Seller shall maintain property in its current condition and keep it insured against all loss until closing. In the event of destruction covered by insurance, buyer may elect to close and collect the insurance proceeds.

5. DEFAULTS: If buyer defaults under this contract, any and all monies deposited by buyer(s) shall be retained by seller as full liquidated damages. If seller defaults, buyer may pursue all remedies allowed by law and seller agrees to be responsible for all costs incurred by buyer as a result of sellers default.

6. SUCCESSORS AND ASSIGNEES: The terms and conditions of this contract shall bind all successors, heirs, administrators, trustees, executors and assignees of the respective parties.

7. ACCESS: Sellers agree that buyers may advertise property and have access during reasonable hours to show property to others.

8.ASSIGNABLE: This contract is assignable by the buyer.

9. INSPECTION:(a) Buyer shall have **21** days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage to and restoration of the Property resulting from such inspections; and (c) if Buyer determines, in Buyer's sole discretion, that the condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract.

10. ADDITIONAL TERMS AND CONDITIONS:

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The undersigned have read the above information, understand it and verify that it is correct.

Date: ________________________________ Date: ____________________________

Seller: ________________________________ Buyer: ____________________________

Seller: ________________________________ Buyer: ____________________________

ASSIGNMENT OF CONTRACT

This agreement is **Ari Wholesale LLC** ("Assignor"), and **HTX Home Buyers** ("Assignee"). The Assignor and Assignee, when mentioned together may be referred to as Parties.

A. Assignor has entered into an agreement to purchase real estate with **John Doe & Marry Doe** on ("Contract" or "Underlying Transaction"). The Contract is attached hereto as Exhibit "A." Under the Contract, the Assignor has certain rights in the property commonly known as:

and which is legally described as:

Legal Description:

Assignor wants to assign the rights that he acquired under the Contract to Assignee.

TERMS AND CONDITIONS

The parties agree to the following terms and conditions:

1. Assignor assigns all rights that he acquired under the Contract to Assignee.
2. Assignee accepts all terms and conditions of the Contract. Assignee has reviewed the Contract, which is attached hereto as Exhibit "A." Assignee fully understands the terms and conditions in the Contract and represents to Assignor that it is willing and able to close the Underlying Transaction.
3. Assignee will deliver to Assignor a cashier's check, money, or wire transfer as a deposit in the amount of **$1,000** as the initial deposit on this transaction. This Assignment is not effective until the deposit is paid and both Parties sign the Assignment.
4. Assignee will pay Assignor a total assignment fee of **$10,000**. This amount includes the deposit listed in paragraph 3. This fee will be paid at closing of the Underlying Transaction.
5. At Closing the Assignor will receive **$10,000** of the assignment fees.
6. The assignment fee will be added to the purchase price identified in the Contract. The total amounts owed by Assignee are as follows:

$50,000	Purchase price in Underlying Transaction
$10,000	Assignment Fee
(**$1,000**)	Minus Deposit
$ 59,000	**Total Due at Closing by Assignee**

7. Assignee must close the Underlying Transaction on or before **November 30th** at 5:00 p.m. Time is of the essences and Assignor will be harmed if Assignee fails to timely close. Assignor will select the closing agent.

8. If Assignee fails to close the Underlying Transaction by the date indicated in paragraph 7, Assignee will forfeit its deposit and all rights to the Property under the Contract will automatically revert back to Assignor.

9. If the Assignee attempts to communicate to the sellers in any form it will immediately terminate this agreement and forfeit their deposit for liquidated damages

10. Assignor must deliver clear title at closing. If clear title cannot be given, then this Assignment will be canceled and the deposit will be refunded to Assignee.

11. Assignee will not contact the Seller identified in the Contract. Assignee agrees to communicate solely with and through Assignor.

12. Assignor may at any time before closing renegotiate the underlying purchase price in the Contract with the original seller. Assignor is entitled to the entire difference between the Contract purchase price and this Assignment. The difference, if any, will be paid as an additional assignment fee at closing. Assignor's negotiation of the purchase price will not affect the Total Due at Closing by Assignee.

13. The Property is sold as is. Assignor makes no representation of the Property condition. This includes permitting, major structures, foundations, occupancy, mold, and any other property defect. Assignee must do their own due diligence. Assignee acknowledges that they are not relying on any representation of the condition of the Property by Assignor and Assignee has willfully agreed to assume all risks related to the condition of the Property.

14. This agreement is null and void if a deposit of ($1,000) is NOT received on or before **November 25th**.

Date:___________________________________ Date:___________________Time:___________

ASSIGNOR:_____________________________ ASSIGNEE:______________________________

Please Print: _____________________________ Please Print: _______________________