

BUYER'S NOTICE OF TERMINATION

1	Buyer(s) _____
2	Seller(s) _____
3	Property Address or Tax ID # _____
4	_____ (the "Property")

5 Buyers use this form to Notify Sellers of the occurrence of certain conditions that cause termination of a transaction, as permitted by the Sale
6 Agreement or a document that amends or modifies the Sale Agreement. The use of this form is not always required to terminate a transaction: the
7 Sale Agreement states that the existence of some circumstances "automatically" terminate a transaction. Capitalized terms have the meanings given
8 to them in the Sale Agreement. To determine the legal effect of the Notice received, see the document mentioned in the item selected. In order to
9 have legal effect, a Notice must be accurate and Delivered within the time allowed, unless the receiving party waives the timeliness requirement.
10 Real estate agents are not licensed as lawyers and therefore cannot explain the legal effect of notices. Buyer Notifies Seller as follows: *(select one)*

11 **UNDER SECTION 4.1 – FAILURE OF FINANCING CONTINGENCIES – OF THE SALE AGREEMENT**, if within _____ Days of the Effective
12 Date, Buyer does not Notify Seller that the Financing Contingencies are satisfied, this transaction will be automatically terminated. This is
13 Buyer's Notice to Seller that the Financing Contingencies are not satisfied and this transaction is terminated.

14 **UNDER SECTION 9 – INSPECTION AND DUE DILIGENCE PERIOD – OF THE SALE AGREEMENT**, unless a written agreement has
15 already been reached with Seller regarding Buyer's requested repairs, this transaction automatically terminates if Buyer does not Notify Seller,
16 before the end of the Inspection and Due Diligence Period, that Buyer is satisfied with the Inspections and Due Diligence. This is Buyer's
17 Notice to Seller that Buyer is not satisfied with the Inspections and Due Diligence, and the transaction is terminated.

18 **UNDER SECTION 17 – LEAD-BASED PAINT CONTINGENCY PERIOD – OF THE SALE AGREEMENT**, if the Property includes one or
19 more residential dwellings and was constructed before 1978, and unless waived by Buyer in writing in the Disclosure Addendum, Buyer has
20 _____ Days within which to conduct a lead-based paint assessment or inspection and cancel this transaction. This is Buyer's Notice of
21 cancellation of this transaction.

22 **UNDER SECTION 30.1 – EARNEST MONEY REFUND TO BUYER – OF THE SALE AGREEMENT**, this transaction terminates if (a)
23 Seller signs and accepts the Sale Agreement but fails to furnish marketable title; or (b) Seller fails to complete this transaction in accordance
24 with the material terms of the Sale Agreement; or (c) any condition which Buyer has made an express contingency in this Agreement, and has
25 not been otherwise waived, fails through no fault of Buyer. This is Buyer's Notice to Seller that the one of the conditions in Section 30.1 exists,
26 and this transaction is terminated.

27 **UNDER SECTION 37 – LEVY OF ADDITIONAL PROPERTY TAXES – OF THE SALE AGREEMENT**, if as a result of Seller's actions
28 before Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, and
29 if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing before Closing, Buyer may promptly terminate this
30 transaction. This is Buyer's Notice to Seller that the conditions in Section 37 exist, and this transaction is terminated.

31 **UNDER SECTION 3 – SELLER'S NOTICE OF UNAVAILABLE ITEMS – OF THE INVESTMENT PROPERTY ADDENDUM**, Buyer has
32 _____ Days after Seller Notifies Buyer of the specific documents or information that cannot or will not be provided to terminate this transaction.
33 This is Buyer's Notice that the transaction is terminated.

34 Accordingly, the transaction is terminated, and the Deposits held in this transaction will be disbursed as required under the Sale Agreement. Buyer
35 will not provide all or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during
36 this transaction or within thirty (30) Days following termination, Buyer will promptly comply.

37 *(select one)* Buyer or Buyer's Agent Signed and Delivered this Notice to *(select one)* Seller or Seller's Agent on *(insert date and time)*
38 _____, at _____, a.m. p.m., using the notification method described in the Sale Agreement.

39 This Notice is not intended to act as an instruction to Escrow. If Seller and Buyer are in agreement regarding disposition of the Deposit, they will sign
40 an OREF C-540 – Termination Agreement, and such other instruction required by Escrow, to release the funds to the designated party.

41 Buyer _____ Print _____ Date _____ a.m. p.m. ←

42 Buyer _____ Print _____ Date _____ a.m. p.m. ←

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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43 Seller hereby acknowledges receipt of a copy of this Buyer's Notice of Termination. This acknowledgment does not constitute agreement by Seller
44 that this Notice was timely Delivered.

45 Seller _____ Print _____ Date _____ a.m. p.m. ←

46 Seller _____ Print _____ Date _____ a.m. p.m. ←

47 Real estate agent receiving notice on Seller's behalf to sign and date:

48 Seller's Agent _____ Date Received by Agent: _____ a.m. p.m. ←

49 Printed Name _____ Seller's Agent's Firm _____

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE