

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 **SECTION 5.1 – FAILURE OF FINANCING CONTINGENCIES – OF THE SALE AGREEMENT:** This Section states that this transaction
12 will terminate if Buyer does not, during the Financing Contingency Period, Notify Seller that the Financing Contingencies are satisfied. This is
13 Buyer's Notice to Seller that the Financing Contingencies are not satisfied and this transaction is terminated.

14 **SECTION 7 – DUE DILIGENCE PERIOD – OF THE SALE AGREEMENT:** This Section states that this transaction automatically terminates
15 if Buyer does not Notify Seller, before the end of the Due Diligence Period, that Buyer is satisfied with the Due Diligence. This is Buyer's Notice
16 to Seller that Buyer is not satisfied with the Due Diligence, and the transaction is terminated.

17 **SECTION 17 – LEAD-BASED PAINT CONTINGENCY PERIOD – OF THE SALE AGREEMENT:** This Section states that if the Property
18 includes one or more residential dwellings and was constructed before 1978, and unless waived by Buyer in writing in the Disclosure
19 Addendum, Buyer may terminate this transaction during the LBP Contingency Period or any time before Seller's Delivery to Buyer of both (i)
20 the EPA pamphlet "Protect Your Family From Lead in Your Home," and (ii) all information, records, or reports available to Seller pertaining to
21 lead-based paint and/or lead-based paint hazards on the Property. This is Buyer's Notice of termination of this transaction Delivered during
22 the LBP Contingency Period or before Seller has Delivered all of the items described in the previous sentence.

23 **SECTION 29.4 – EARNEST MONEY REFUND TO BUYER – OF THE SALE AGREEMENT:** This Section states that this transaction
24 terminates if (a) Seller signs and accepts the Sale Agreement but fails to furnish marketable title; or (b) Seller fails to complete this transaction
25 in accordance with the material terms of the Sale Agreement; or (c) any condition which Buyer has made an express contingency in this
26 Agreement (and has not been otherwise waived) fails through no fault of Buyer. This is Buyer's Notice to Seller that the one of the conditions
27 in Section 29.4 exists, and this transaction is terminated.

28 **SECTION 34 – DEFERRAL OF PROPERTY TAXES – OF THE SALE AGREEMENT:** This Section states that if as a result of Seller's
29 actions before Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax
30 status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing before Closing, Buyer may terminate this
31 transaction. This is Buyer's Notice to Seller that the conditions in Section 34 exist, and this transaction is terminated.

32 **SECTION 3 – SELLER'S NOTICE OF UNAVAILABLE ITEMS – OF THE INVESTMENT PROPERTY ADDENDUM:** This Section states
33 that Buyer is entitled to terminate this transaction during the Termination Period. 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 any 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 _____

SAMPLE

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE