

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 **FAILURE OF FINANCING CONTINGENCY:** This Section in the Sale Agreement states that this transaction will terminate if Buyer does
12 not, during the Financing Contingency Period, Notify Seller that the Financing Contingencies are satisfied. This is Buyer's Notice to Seller that
13 the Financing Contingencies are not satisfied and this transaction is terminated.

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

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

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

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

32 **SELLER'S NOTICE OF UNAVAILABLE ITEMS:** This Section 3 of OREF C-518 – Investment Property Addendum states that Buyer is
33 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

OREF C-539 | Released 01/2025 | Page 1 of 2

BUYER'S NOTICE OF TERMINATION

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 _____