

REVISIONS TO 2008 FORMS



2008 Printing

F20 Purchase and Sale Agreement

1. 5 A.2.d – (d) deleted. (e) is now (d).
2. 5 A.3 –Added “underwriting fees”. Added “except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.” To the end of the sentence.
3. 5 B.2 – Deleted and replaced with “Except as provided above, all sums, costs, charges and fees necessary to clear title encumbrances and/or defects to allow Seller to be able to convey good and marketable title to the Property.”
4. 5 B – added section 3. which reads “Any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.”
5. 6 B – In the last sentence added “unilaterally extend the closing date to” after “shall cause the right to”.
6. 19 D.3 – Revised the sentence to say “any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.”

F23 New Construction Purchase and Sale Agreement

1. 5 A.2.d – (d) deleted. (e) is now (d).
2. 5 A.3 –Added “underwriting fees”. Added “except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.” To the end of the sentence.
3. 5 B.2 – Deleted and replaced with “Except as provided above, all sums, costs, charges and fees necessary to clear title encumbrances and/or defects to allow Seller to be able to convey good and marketable title to the Property.”
4. 5 B – added section 3. which reads “Any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.”
5. 6 B – In the last sentence added “unilaterally extend the closing date to” after “shall cause the right to”.
6. 17 D.3 – Revised the sentence to say “any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.”

F27 Lot Purchase and Sale Agreement

1. 3 B – First paragraph after price was revised to “The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-hundredth of an acre determined by a survey. Buyer, at Buyer’s expense, shall be responsible for obtaining a survey of the Property prepared by a registered Georgia surveyor; if said survey is not mutually acceptable, the parties agree to resolve that issue in accordance with the provisions of the “Survey Resolution Exhibit” attached hereto.”
2. 5 A.2.d – (d) deleted. (e) is now (d).
3. 5 A.3 –Added “underwriting fees”. Added “except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.” To the end of the sentence.
4. 5 B.2 – Deleted and replaced with “Except as provided above, all sums, costs, charges and fees necessary to clear title encumbrances and/or defects to allow Seller to be able to convey good and marketable title to the Property.”
5. 5 B – added section 3. which reads “Any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.”
6. 6 B – In the last sentence added “unilaterally extend the closing date to” after “shall cause the right to”.
7. 9 – Deleted and replaced with the “Inspection” Paragraph and “Property Sold Subject to Due Diligence Period or “As-Is” Paragraphs from the 2008 Purchase and Sale Agreement. Paragraphs are numbered 9 and 10. Following Paragraphs are renumbered to support these additions.
8. 17 D.3 – Revised the sentence to say “any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.”

F29 Lease/Purchase Agreement

1. 5 A.2.d – (d) deleted. (e) is now (d).
2. 5 A.3 –Added “underwriting fees”. Added “except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.” To the end of the sentence.
3. 5 B.2 – Deleted and replaced with “Except as provided above, all sums, costs, charges and fees necessary to clear title encumbrances and/or defects to allow Seller to be able to convey good and marketable title to the Property.”
4. 5 B – added section 3. which reads “Any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.”
5. 6 B – In the last sentence added “unilaterally extend the closing date to” after “shall cause the right to”.
6. 19 D.3 – Revised the sentence to say “any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.”

F33 Condominium Resale Purchase and Sale Agreement

1. 5 A.2.d – (d) deleted. (e) is now (d).
2. 5 A.3 –Added “underwriting fees”. Added “except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.” To the end of the sentence.
3. 5 B.2 – Deleted and replaced with “Except as provided above, all sums, costs, charges and fees necessary to clear title encumbrances and/or defects to allow Seller to be able to convey good and marketable title to the Property.”
4. 5 B – added section 3. which reads “Any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.”
5. 6 B – In the last sentence added “unilaterally extend the closing date to” after “shall cause the right to”.
6. 19 D.3 – Revised the sentence to say “any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.”

F34 Land Purchase and Sale Agreement

1. Added Taxes and Prorations from 2007 form back into form as number 6.
2. 17 D.3 – Revised the sentence to say “any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.”
3. Added “Assignment” Section back in from 2007 Form (now section 18.)
4. Form renumbered to reflect Paragraph additions.

F54 Lead-Based Paint Exhibit

1. Added line in 2A1

F93 Appraisal Contingency

1. Paragraph 2 – Added the word “certified” at the beginning of the first sentence before “appraisal”. After “performed” in the first sentence “and provided to the Buyer”
2. Paragraph 3 – “Buyer shall cause the lender to: (a) procure the appraiser to perform the certified appraisal; and (b) provide a complete copy of the certified appraisal to Buyer immediately upon its completion” added at the end of the first sentence. New sentence added “In such event, the party selecting the appraiser shall cause the appraiser to provide the Buyer with the certified appraisal immediately upon its completion.”
3. Paragraph 4 – “within _____ days from the final date that the certified appraisal was to have been performed and provided to Buyer” added within the first sentence. New sentence added “In the event that Buyer does not submit an Amendment to Reduce Sales Price within the time frame referenced above, Buyer shall be deemed to have waived Buyer’s right to request a reduction in the sales price and this Agreement shall no longer be subject to an appraisal contingency.”

CF1 Commercial Exclusive Seller Listing Agreement

1. Legal Description formatted to comply with the Legal Description Paragraph’s in F1.
2. Form renumbered to reflect Paragraph additions.

CF2 Commercial Purchase and Sale Agreement

1. Added Taxes and Prorations from 2007 form back into form as number 10. Added sentences “In the event real estate taxes are paid at closing based upon an estimated tax bill or tax bill under appeal, Buyer and Seller upon the issuance of the actual tax bill or the appeal being resolved shall promptly make any financial adjustments between themselves as are necessary to correctly prorate the tax bill. This subparagraph shall survive the closing.”
2. 18 D.3 – Revised the sentence to say “any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.”
3. Form renumbered to reflect Paragraph additions.

2008 Special Stipulations

1. **Termites, Guaranty Provided by Seller** – Added language to the end of the first sentence after “one year period”. New language reads “either the date of closing or the date of the issuance of the guaranty; provided that the guaranty is issued subsequent to the Binding Agreement Date.” Added the word “minimum” before “standards” in the first check box option.