

Real Estate Purchase Contract and Receipt for Earnest Money

Date: _____, 20____

RECEIVED FROM _____ as BUYER The sum of _____ DOLLARS (\$ _____)

evidenced by ___ Personal Check, and/or ___ Cashier's Check, and/or ___ Bank Wire as Earnest Money Deposit, (subject to collection, which Seller acknowledges that Broker has accepted as Seller's agent and is authorized to deposit with any duly authorized escrow agent), to the following described property situated in the County of Maricopa, State of Arizona, together with all fixtures and improvements thereon to wit:

736 N. Country Club Dr, Mesa, AZ 85201. Assessor parcel #'s: 135-24-043, 135-24-044, 135-24-047-C, 135-24-047-D

Which the Buyer agrees to purchase for the Full Purchase Price of _____ DOLLARS,
Payable as follows:

\$ _____ by above Earnest Money which is NON-REFUNDABLE unless title should prove defective as provided herein.
\$ _____ Cash on or before close of escrow. There are NO contingencies on financing.

Legal description per the property tax summaries attached below.

IT IS HEREBY AGREED:

First: If Buyer fails to complete this purchase as herein provided by reason of any default of Buyer, Seller shall be released from obligation to sell the property to Buyer and may pursue any claim or remedy at law or equity or may retain the amount paid herein as liquidated and agreed damages as Seller may elect. If action is instituted to enforce this agreement, the prevailing party shall receive reasonable attorney's fees as fixed by the Court.

Second: The Buyer and Seller agree that if the title to the above property be defective, sixty (60) days from the date hereof will be given the Seller, or his agent, to perfect same. If title cannot be perfected within that time, at the option of Buyer, and upon demand, the Earnest Money deposit received for herein shall be returned to Buyer and this contract cancelled.

Third: That the Buyer, either independently or through representatives of Buyer's choosing, has investigated any and all matters concerning this purchase and Auction Company, Broker and Seller are hereby released from all responsibility regarding the condition and valuation thereof, and neither Buyer, Seller, Auction Company nor Broker shall be bound by any understanding, agreement, promise, representation, stipulation, inducement or condition, expressed or implied, not specified herein.

Fourth: Buyer is aware that Seller is selling, and Buyer is purchasing the property in "AS-IS CONDITION WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE".

Fifth: Buyer shall be responsible to pay all costs associated with Buyer to obtain necessary financing to close the sale. Buyer and Seller shall each pay one-half (1/2) of the escrow fee, and other escrow costs properly chargeable to each in accordance with the prevailing custom. All property taxes, rents, fees and assessments, if any, shall be prorated as of close of escrow. Any deposits held by Seller shall be transferred to Buyer at close of escrow.

Sixth: This contract shall become binding only when executed by the Buyer and by the Seller and shall be in force and effect from the date of such execution. Written notice of acceptance given to Broker shall be notice to Buyer. This offer must be accepted by Seller on or before February 19, 2024, otherwise this offer shall be deemed revoked and the deposit returned to the Buyer.

Seventh: Time is of the essence in this contract.

Eighth: This Contract shall serve as escrow instructions and shall be the controlling document. Escrow shall close on or before March 15, 2024. Possession shall be delivered to the Buyer at close of escrow.

Ninth: Seller accepts liability for maintaining and delivering property in similar condition as offered for sale. Buyer acknowledges by deposit of Earnest Money that Buyer has examined the property, with or without select tradesmen, and is satisfied as to the condition of the property. The Buyer and the Seller hereby agree that the Broker and Auction Company will not be liable for compliance with this paragraph,

Tenth: In the event there is any loss or damage to the property between the date hereof and the date of closing, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller. Buyer also has an insurable interest in the property and should place insurance upon the property upon acceptance of this offer.

Eleventh: Mediation - Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of this Contract or services provided in relation to this Contract before resorting to court action. Any agreement signed by the parties pursuant to the mediation conference shall be binding. All mediation costs will be paid equally by the parties to the Contract. Disputes shall include claims to Earnest Money or representations made by the Buyer or Seller in connection with the sale, purchase, financing, condition, or other aspects of the Premises to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud.

Twelfth: In the event that Broker/Auction Company hires an attorney to enforce the collection of the commission due herein and is successful in collecting some or all such commission, Seller agrees to pay all court costs and Broker/Auction Company's reasonable attorney fees. Buyer and Seller understand and

agree that the Broker and Auction Company represent the Seller exclusively as Seller's agent and have a duty to treat fairly all parties to the transaction. The parties to this contract expressly agree that the laws of the state where the auction event occurs shall govern the validity, construction, interpretation, and effect of this contract.

Thirteenth: If Seller defaults in the performance of any term or obligation herein and Closing does not timely occur as a result, Buyer will have the option to give Seller written notice of Buyer's intention to terminate this Sale Contract and Buyer's obligations herein will be immediately ended and the Earnest Money Deposit will be promptly and fully refunded, or Buyer may have all rights allowed by law and in equity and pursuant to this Sale Contract, including the right to pursue a claim against Seller for specific performance of this Sale Contract, including Seller's payment of Buyer's reasonable attorneys' fees and costs. In no event will Auctioneer/Broker have any liability whatsoever on any basis and for any amount because of Seller's breach of this Sale Contract or other wrongful act or omission.

OFFER TO PURCHASE: I (or we) offer and agree to purchase the above-described property on the terms and conditions herein stated and acknowledge receipt of a copy of this offer.

Dated _____ February 14, 2024

Buyer _____ Address _____

Buyer _____ Phone _____ Email _____

Buyer _____ Address _____

Buyer _____ Phone _____ Email _____

ACCEPTANCE OF OFFER: I (or we) agree to sell the above-described property on the terms and conditions herein stated.

Dated _____, 20____

Seller _____ Address _____
GOLDENWAY INVESTMENT & MANAGEMENT LLC by _____, Managing Member

Seller _____ Phone _____ Email _____

Seller _____ Address _____

Seller _____ Phone _____ Email _____

FINAL PURCHASE PRICE CALCULATION SHEET

\$ _____	Winning High Bid (Bidder # _____)
+ \$ _____	<u>6</u> % Buyer's Premium (Auction Fee)
= \$ _____	Total Purchase Price
- \$ _____	Opening Bid Incentive Credit (if applicable)
= \$ _____	Final Contract Price
- \$ _____	Earnest Money Deposit
= \$ _____	Balance Due by Close of Escrow on (date): <u>March 15, 2024</u>

Earnest Money Evidenced By:

\$ _____	Certified Funds or Bank Wire deposited at the Title Company by (date): <u>February 15, 2024</u>
+ \$ _____	Additional Funds deposited at the Title Company by (date): _____
= \$ _____	Total Earnest Money Deposit

Dated _____, 2024

Buyer _____ by _____

Buyer _____ by Goldenway Investments & Management LLC
Haowen Qi, Managing Member

Seller _____ by _____

Seller _____ by _____



Last Sold	12/30/2013	Construction	MASONRY OR REINFORCED CONCRETE TILT-UP FRAME
Last Sale Price	\$0	Stories	M
Owner	GOLDENWAY INVESTMENT & MANAGEMENT LLC	Property Type	Office Building
Mailing	1730 W EMELITA AVE APT 1025 MESA, Arizona 85202-3123	Parking Spaces	0
		Pool	No
Lot	0.23 Acres / 10193 Sqft		
Year Built	1987		
SqFt	10517		
Class	MASONRY OR REINFORCED CONCRETE TILT-UP FRAME		
Added Attached	0		
Added Detached	0		

Subdivision - FINDLEY ACRES				County Zone - Maricopa			City Zone - MESA		
Improved Lots	24	Single Story	19	Avg Sqft	3374	[C-G] COMMERCIAL, GENERAL	100%	[LC] Limited Commercial District	100%
With Pool	1	Multiple Story	5	Avg Lot	13623				
Year Built	1941-1992								

Tax Assessment								
	2017 Final	2018 Final	2019 Final	2020 Final	2021 Final	2022 Final	2023 Final	2024 Prelim
FCV Improved	\$786,800	\$747,100	\$412,500	\$511,500	\$580,800	\$681,700	\$786,900	\$938,900
FCV Land	\$43,200	\$46,700	\$49,700	\$49,200	\$71,800	\$71,800	\$104,000	\$122,700
FCV Total	\$830,000	\$793,800	\$462,200	\$560,700	\$652,600	\$753,500	\$890,900	\$1,061,600
YoY Change %	18%	-4%	-42%	21%	16%	15%	18%	19%
Assessed FCV	\$149,400	\$142,884	\$83,196	\$100,926	\$117,468	\$131,863	\$151,453	\$175,164
LPV Total	\$541,217	\$568,278	\$462,200	\$485,310	\$509,576	\$535,055	\$561,808	\$589,898
State Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Amount	\$12,123	\$12,496	\$10,085	\$10,794	\$10,937	\$10,505	\$10,420	\$0

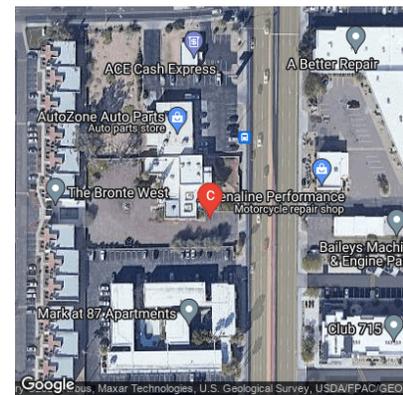
Deed History									
Sale Date	Buyer	Seller	Sales Price	Down	Mortgage	Deed	Financing	Transaction	Doc #
12/30/2013	Western Alliance Bank	Rufus W Harvey	\$0	\$0	\$0	Deed In Lieu Of Foreclosure	-	-	20131093051
9/1/2005	Kenneth H & Elva Riley	Mallard Holdings L L C	\$1,250,000	\$375,000	\$875,000	Warranty	Conventional	-	20051285042
8/15/2000	Mallard Holdings L L C	Podiatrist Physicians Of Arizona Pc	\$838,000	\$158,000	\$680,000	Warranty	Conventional	-	20000625500
3/6/2000	Pediatric Physicians Of Arizona Pc	Kerry & Virginia P Zang	\$0	\$0	\$0	Quit Claim	-	-	20000166133

Flood Zone		
Map Number	04013C2265M	(Zone SubType: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD); Zone Description: Areas outside the one-percent annual chance floodplain, areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.
Map Date	11/4/2015	
Panel	2265M	
FEMA Zone	X	

Improvements					
Year Built	Living Area	Stories	Construction	Quality	
1987	900	1	MASONRY OR REINFORCED CONCRETE TILT-UP FRAME	GOOD	
1987	1	1	WOOD OR STEEL STUD FRAME	GOOD	

Additional Information

Parcel	135-24-043
County	Maricopa
MCR Number	1726
Municipality	Mesa
Section / Township / Range	16 / 1N / 5E
Lot / Block / Tract	1 / - / -
Census Tract / Block	421102 / 2000
Tax Area	41000
Latitude, Longitude	33.4286505035001, -111.8402986973
Property Type	(1511) OFC BLDG, 1 STY
Legal Class	(01-12) COMML/REAL & IMPS NOT IN OTHER CLASSES



School District(S)

Mesa Unified District

Legal Description (Abbrev)

FINDLEY ACRES MCR 17/26 PT LOT 1 S 100F N 390F
EX E 22F



The data within this report is compiled by The Information Market from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.



Last Sold **6/29/2016** Pool **No**
 Last Sale Price **\$320,000**
 Owner **GOLDENWAY INVESTMENT & MANAGEMENT LLC**
 Mailing **1730 W EMELITA AVE APT 1025**
MESA, Arizona 85202-3123
Lot 0.12 Acres / 5097 Sqft
 Year Built **-**
 SqFt **-**
 Class **-**
 Added Attached **None**
 Added Detached **None**

Subdivision - FINDLEY ACRES				County Zone - Maricopa		City Zone - MESA			
Improved Lots	24	Single Story	19	Avg Sqft	3374	[C-G] COMMERCIAL, GENERAL	100%	[LC] Limited Commercial District	100%
With Pool	1	Multiple Story	5	Avg Lot	13623				
Year Built	1941-1992								

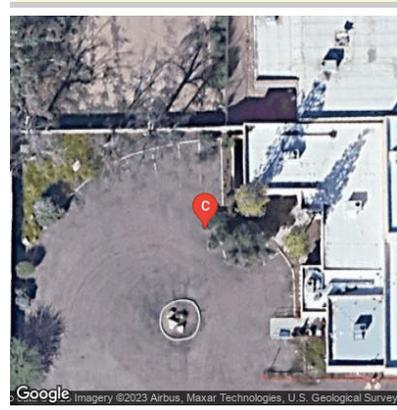
Tax Assessment								
	2017 Final	2018 Final	2019 Final	2020 Final	2021 Final	2022 Final	2023 Final	2024 Prelim
FCV Improved	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FCV Land	\$21,600	\$23,300	\$24,800	\$24,600	\$35,900	\$35,900	\$52,000	\$61,300
FCV Total	\$21,600	\$23,300	\$24,800	\$24,600	\$35,900	\$35,900	\$52,000	\$61,300
YoY Change %	12%	8%	6%	-1%	46%	0%	45%	18%
Assessed FCV	\$3,888	\$4,194	\$4,464	\$4,428	\$6,462	\$6,283	\$8,840	\$10,114
LPV Total	\$13,291	\$13,956	\$14,654	\$15,387	\$16,156	\$16,964	\$17,812	\$18,702
State Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Amount	\$298	\$307	\$320	\$342	\$347	\$333	\$330	\$0

Deed History									
Sale Date	Buyer	Seller	Sales Price	Down	Mortgage	Deed	Financing	Transaction	Doc #
6/29/2016	Goldenway Investment & Management Llc	Western Alliance Bank	\$320,000	\$320,000	\$0	Special Warranty	-	-	20160454066
12/30/2013	Western Alliance Bank	Rufus W Harvey	\$0	\$0	\$0	Deed In Lieu Of Foreclosure	-	-	20131093051
9/1/2005	Kenneth H & Elva Riley	Mallard Holdings L L C	\$1,250,000	\$375,000	\$875,000	Warranty	Conventional	-	20051285042
8/15/2000	Mallard Holdings L L C	Podiatrist Physicians Of Arizona Pc	\$838,000	\$158,000	\$680,000	Warranty	Conventional	-	20000625500
6/25/1986	Kerry Zang		\$100,000	\$0	\$0	Deed	-	-	19860321822

Flood Zone		
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Map Date	11/4/2015	
Panel	2265M	
FEMA Zone	X	

Additional Information	
Parcel	135-24-044
County	Maricopa
MCR Number	1726
Municipality	Mesa
Section / Township / Range	16 / 1N / 5E
Lot / Block / Tract	1 / - / -
Census Tract / Block	421102 / 2000
Tax Area	41000
Latitude, Longitude	33.4288569807267, -111.840297339697
Property Type	(1074) COMML, ASSOC PARCELS
Legal Class	(01-12) COMML/REAL & IMPS NOT IN OTHER CLASSES
School District(S)	Mesa Unified District
Legal Description (Abbrev)	FINDLEY ACRES MCR 17-26 LOT 1 S 50F OF N 290F EX E 22F





Last Sold **6/29/2016** Pool **No**
 Last Sale Price **\$320,000**
 Owner **GOLDENWAY INVESTMENT & MANAGEMENT LLC**
 Mailing **1730 W EMELITA AVE APT 1025**
MESA, Arizona 85202-3123
Lot 0.27 Acres / 11761 Sqft
 Year Built **-**
 SqFt **-**
 Class **-**
 Added Attached **None**
 Added Detached **None**

Subdivision - FINDLEY ACRES				County Zone - Maricopa		City Zone - MESA			
Improved Lots	24	Single Story	19	Avg Sqft	3374	[C-G] COMMERCIAL, GENERAL	100%	[LC] Limited Commercial District	100%
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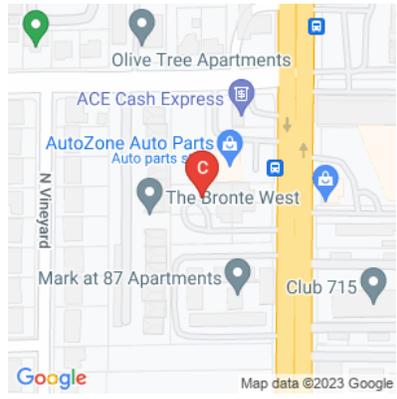
Tax Assessment								
	2017 Final	2018 Final	2019 Final	2020 Final	2021 Final	2022 Final	2023 Final	2024 Prelim
FCV Improved	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FCV Land	\$49,900	\$53,900	\$57,300	\$56,800	\$82,800	\$82,800	\$120,000	\$141,600
FCV Total	\$49,900	\$53,900	\$57,300	\$56,800	\$82,800	\$82,800	\$120,000	\$141,600
YoY Change %	12%	8%	6%	-1%	46%	0%	45%	18%
Assessed FCV	\$8,982	\$9,702	\$10,314	\$10,224	\$14,904	\$14,490	\$20,400	\$23,364
LPV Total	\$37,041	\$38,893	\$40,838	\$42,880	\$45,024	\$47,275	\$49,639	\$52,120
State Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Amount	\$830	\$855	\$891	\$954	\$966	\$928	\$921	\$0

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3/6/2000	Pediatric Physicians Of Arizona Pc	Kerry & Virginia P Zang Trust	\$0	\$0	\$0	Quit Claim	-	-	20000166134
8/6/1997	Kerry & Virginia Zang Trust	Kerry & Virginia P Zang	\$0	\$0	\$0	Warranty	-	-	19970536698

Flood Zone	
Map Number	04013C2265M
Map Date	11/4/2015
Panel	2265M
FEMA Zone	X
(Zone SubType: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD); Zone Description: Areas outside the one-percent annual chance floodplain, areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.	

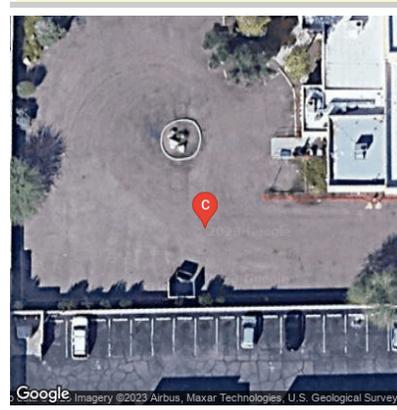
Additional Information

Parcel	135-24-047-C
County	Maricopa
MCR Number	1726
Municipality	Mesa
Section / Township / Range	16 / 1N / 5E
Lot / Block / Tract	2 / - / -
Census Tract / Block	421102 / 2000
Tax Area	41000
Latitude, Longitude	33.4288135400863, -111.84071812236
Property Type	(1074) COMML, ASSOC PARCELS
Legal Class	(01-12) COMML/REAL & IMPS NOT IN OTHER CLASSES
School District(S)	Mesa Unified District
Legal Description (Abbrev)	





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FCV Land	\$49,900	\$53,900	\$57,300	\$56,800	\$82,800	\$82,800	\$120,000	\$141,600	
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School District(S)	Mesa Unified District
Legal Description (Abbrev)	FINDLEY ACRES MCR 17-26 S 75F S 150F N 390F LOT 2

