PURCHASE AND SALE AGREEMENT FOR VACANT LAND.

October 15th, 2026, 6 pages **vs 2.2 Final Version**

This offer and acceptance agreement dated October 15th, 2026, is between Land Buyer LLC an Arizona Company legally formed company and in good standing and its officers, managers, and members individually, with Buyer Billy authorized representative of the aforesaid entity as PURCHASER or Assignee of purchaser, and Sam Seller a Nevada Resident as Trustee and authorized signature for Seller's Living Trust 10/10/2015

All previously submitted offers are null and void and this agreement supersedes all other correspondence.

Now therefore in consideration of the mutual terms, conditions, covenants, and agreements contained herein the parties hereto do hereby agree as follows:

Agreement The seller shall sell to the purchaser and the purchaser shall purchase from the seller free and clear from any liens except those of record by any governmental agency the real property currently owned by the seller consisting of approximately forty gross acres (40 acres) more or less, located on East Side of highway 359 and approximately 2 miles South of the intersection of I-10 Buckeye, Arizona Said parcel is vacant land with no improvements and the official assessor's parcel number is 406-51-346 in the City of Buckeye Az. and the County of Maricopa, Arizona.

Purchase Price

The purchase price of 950,000.00 (nine hundred fifty thousand dollars) payable to the seller at the close of the escrow including any earnest money deposits. Purchaser to place an earnest money deposit of $25,000.00 (twenty-five thousand dollars) in cash or its equivalent into escrow within three (3) business days of acceptance, to be credited toward the purchase price.

a) Purchaser shall place an additional deposit of $925,000.00 (nine hundred twenty-five thousand dollars) in cash or its equivalent into escrow prior to the close of the escrow. The total of purchaser deposits and total consideration is $950,000.00 (nine hundred fifty thousand dollars)) cash, ***plus*** any of the required purchaser closing costs or prorations.

Escrow and Closing Upon acceptance of this agreement escrow shall be opened with Fidelity Title (Escrow Ellie). The address is 1972 North Main Street suite 300 Phoenix Az 85022. Telephone (602) 768-5544. Email Escrow Ellie@ Fidelity Title.com

Escrow agent shall be instructed to draw escrow instructions that are consistent with this agreement and incorporate all the terms and provisions herein. All instructions and instruments shall comply with the statutes in the State of Arizona.
Within ten (10) business days after opening escrow, Purchaser shall cause the Title Company to deliver to Purchaser a current ALTA Title Commitment for the Property,

Purchaser is being granted 60 (sixty) days commencing with the opening of the escrow to review title AND conduct a due diligence investigation of the merits and or faults of this property and determine if the property is fit for the purchaser's intended use. During the Due diligence investigation Period, the Earnest Money shall remain fully refundable to purchaser.

If purchaser deems the property is not acceptable in writing, then this agreement shall become null and void, the purchaser's earnest money deposit shall be returned to the purchaser minus any incidental title company fees, escrow shall be cancelled, the entire contemplated transaction shall be null and void, and neither party shall have any claim against the other party. Both parties warrant to sign documents to effectuate the cancellation.

Purchaser to pay for policy of title insurance guaranteeing title to the real property in the amount of the purchase price in favor of the purchaser as insured and issued by Fidelity Title or it's designated underwriting associate) in the amount of the purchase price and insuring good and marketable title to the real property vested in the name of the purchaser or purchaser's assignee.

Real property taxes to be prorated to the close of the escrow with seller having all property taxes current to the close of the escrow. Purchaser shall be responsible for all real estate taxes after the close of the escrow.

Fidelity Title's Escrow fees, Title Insurance, and the transfer tax shall be paid purchaser. All other normal closing fees shall be split between purchaser and seller.

Close of escrow shall be on or within 30 (thirty) days from the approval of the contingencies as provided herein under the subheading contingencies. Title of the real property shall be conveyed to the purchaser, free and clear of any covenants, conditions, restrictions, rights, liens, or encumbrances of any kind except:

a) Real property taxes to be current with the Maricopa County Recorder at the close of the escrow)
b) Existing easements and patent easements of record

Contingencies
This offer is subject to and contingent upon:

a) Purchaser's approval of a feasibility/ due diligence study within 60 (sixty) days from the opening of the escrow, on the subject property which may include topography, drainage, title report, utilities, easements, zoning, title reports, title defects if any, contamination, and any other study report, or inspection that the purchaser may require to determine if the property is fit for the purchaser's intended use.

If the above contingency is approved by purchaser in writing, as evidenced by purchaser delivering a copy of a signed instruction accepting the property and approving the feasibility study within the requisite time frame, then the escrow closing period timeline shall commence.

If the above contingency is **NOT** approved/completed in writing within the requisite time frame, then this offer shall become null and void, both parties shall be returned to status quo, the purchaser's earnest money deposit shall be returned to the purchaser. Both parties warrant to sign any other document to make this transaction deemed null and void with neither party having any claim against each other for any reason whatsoever**.**

If the due diligence and inspection is Approved as provided above, then the Escrow shall close 30 (thirty) days after the purchaser's approval of the above feasibility study.

Representations and warranties of the seller:

The seller warrants:

1) That the seller is the fee simple owner and has good and marketable title to all the real assets set forth above. If the seller is a trustee, under power of attorney, executor, and managing member of an entity or under any other legal relationship then the seller warrants that he has the legal right or authority to execute this agreement.
2) There are no judgments, liens, actions, mortgages, encumbrances, or proceedings, pending or threatened against the seller.

Representations and warranties of the purchaser:

The purchaser warrants:

1) That the purchaser has the capacity and the funding to close this transaction as promised.
2) That the purchaser will pay for any invoice, bill, or expenditure to complete any feasibility requirements or study ordered or investigated by purchaser.
3) That the purchaser has the necessary funds available without exception and has represented that fact to the seller as an enticement for the seller to enter into this agreement. Seller is relying on this representation, and this is a material fact and reason seller is entering into this agreement.

Whole Agreement This agreement constitutes the whole agreement between the parties bound hereto and all prior agreements, understandings, or any representations are hereby terminated and canceled in their entirety and are of no further force or effect.The words that may constitute a change of gender shall mean the correct party. Any change or changes of this agreement shall be in writing and executed by all the parties bound.

As Is This parcel of vacant land has never been occupied by seller nor is seller aware of any contamination of any kind on or about said real property. Purchaser is purchasing this property "AS IS". Purchaser accepts the real property with all faults and benefits. Seller makes no representation as to the viability of the property for any particular use. Purchaser has been granted ample time to study the property and Purchaser makes his determination of property viability based on Purchaser's own tests, study, investigation, reports, documentations, and hired professionals.

Applicable Law and Severability This document shall, in all respects be governed by the laws of the State of Arizona and applicable to agreements executed and to be wholly performed within the State of Arizona. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict

between any provision contained herein and any present or future statute, law ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

Survival This agreement shall inure to the benefit of each party including heirs, and assigns.

Exchange Purchaser and or seller may elect to comply with 1031 or 1033 Internal Revenue Code and exchange this property with an intermediary and the non-requesting party agrees to comply with such request. The party requesting said tax deferred exchange intermediary agrees to pay the fees for such service.

Brokerage The parties agree that there any no commissions due by seller to any broker or real estate agency. Purchaser may have an Arizona real estate license and is not expecting any commission and acting as a principal.

Legal Contract /Time Time is of the essence in this agreement. This is a legally binding contract and either party should consult with an attorney for any legal advice if this agreement is not understood. Either party should consult with a licensed certified public accountant (CPA) for any advice on possible tax consequences. Real estate broker or its agents is (are) not an attorney nor accountant and cannot give advice on these matters and purchaser and seller warrant they are not relying on any real estate broker (agent) representations regarding legal and tax matters.

Default In the event that escrow fails to close because of the purchaser's default, the earnest money deposit previously deposited by purchaser into escrow shall be paid to seller. In the event escrow fails to close because of the seller's default, purchaser shall be entitled to seek specific performance or any other remedy at law. The provisions of this paragraph shall be the sole remedy (remedies) available to each respective party hereunder in the event of a default under this agreement.

Notices Any and all notices, demands, approvals or other communications required by either party shall be in writing and shall be served either personally, by process service, or by certified United States mail or email to the escrow agent and the other respective party within the required requisite time provided for herein. The addresses for the parties and the escrow company are provided below:

Purchaser Buyer Billy an Arizona Resident Individually and for Land Buyer LLc.
Email and Telephone BuyerBilly@LandBuyer.com Tel 602 456 7890
Address 123 Main Street Scottsdale Az 85250

Seller Seller Sam A Nevada Resident
Email and Telephone SamSeller@ gmail.com Tel 702 345 6789
Address 456 Broadway Las Vegas Nv 89102

Arbitration Should any dispute arise as to (i) the interpretation, meaning or intent of this agreement then such dispute shall be expeditiously decided by arbitration in Arizona and the result of such arbitration shall be binding on the parties, subject to the following: For all arbitrated issues, the following shall apply: the party seeking arbitration shall notify the other party, in writing, of that party's desire to arbitrate a dispute; and each party shall, within twenty (20) days from the date such notifications received, select an arbitrator, and those two arbitrators shall select a third arbitrator within ten 10) days thereafter; and the arbitrators shall expeditiously decide the questions in dispute and the parties agree that the findings of a majority of the arbitrators shall be conclusive and binding on them, their heirs, successors and assigns.
Failure by one party to select an arbitrator within the time shall serve as that party's acquiescence and acceptance of the other party's position in this dispute, and such finding shall be conclusive and binding on them, their heirs, successors and assigns.

Property Condition and Risk of Loss Currently the property is un-developed raw land and there has not been a utility, flood, topographical, contamination, or any study or other report, survey or any documentation as to the viability of the subject property by seller. Purchaser is making their own evaluation of the viability and usability of the subject property and holds the seller harmless from any liability as to the use, any condition whatsoever or value of the subject property.

In consideration of the mutual covenants, promises, and conditions contained herein by each party unto the other, and by other good and valuable consideration the parties bound herein affix their signatures in agreement hereto.

Signing below will create a legally binding agreement. If you do not understand any of the terms or clauses seek legal representation prior to executing this contract..

Purchasers: **Buyer Billy individually and as Managing member of Land Buyer LLC**

_____ date _____ ***time*** _____

Sellers: ***Sam Seller Individually and as Managing member o Living Trust***

_____ date _____ ***time*** _____

This offer shall expire on October 20th, 2026, at 5.00 pm if not accepted by all the parties prior to said expiration date.