



Auction Terms Rider

This Rider is hereby incorporated into and made a part of the Residential Purchase Agreement and Joint Escrow Instructions (“Agreement”) dated _____, between _____ (“Buyer”) and _____ (“Seller”), with respect to the Property located at _____.

Notwithstanding anything to the contrary contained in the Agreement or any other document relating to this transaction, the provisions of this Rider shall supersede and control with respect to the subject matter hereof.

1. Buyer’s Premium Obligation

Purchaser shall pay to PRUSA LLC d/b/a Paramount Realty USA (“Paramount”) a buyer’s premium equal to six percent (6%) of the Purchase Price (the “Buyer’s Premium”). The Buyer’s Premium shall be added to the Purchase Price to determine the Total Purchase Price payable by Purchaser.

2. Total Purchase Price

The total purchase price shall be calculated as follows:

Purchase Price: \$ _____

Plus Buyer’s Premium (6%): \$ _____

Total Purchase Price: \$ _____

3. Condition to Closing; Default

Purchaser’s obligation to pay the Buyer’s Premium is **a material term of this Agreement and a condition precedent to Seller’s obligation to close escrow**. Failure of Purchaser to pay the Buyer’s Premium shall constitute a default under this Agreement.

4. Escrow Instructions / Direct Payment

Buyer and Seller hereby irrevocably instruct escrow to collect the Buyer’s Premium from Purchaser at closing and disburse such amount directly to Paramount from escrow proceeds. Escrow is authorized to rely on this provision as a binding instruction of the parties.

5. Third-Party Beneficiary

Paramount is engaged by Seller pursuant to a separate agreement to provide marketing and related services in connection with the sale of the Property. Paramount is not a party to this

Agreement; however, Paramount is an **intended third-party beneficiary** of this agreement and shall have the right to enforce Purchaser's and Seller's obligations with respect to the Buyer's Premium.

6. Liquidated Damages Clarification

For purposes of any liquidated damages provision in this Agreement, the Buyer's Premium shall be deemed part of the Purchase Price and included in any calculation thereof.

7. Anti-Circumvention

Buyer and Seller agree not to amend, restructure, assign, or otherwise modify this transaction, or enter into any separate agreement, for the purpose of avoiding or reducing the Buyer's Premium. Any such attempt shall be deemed a material breach of this Agreement.

8. Assignment / Successors

The obligations set forth herein shall be binding upon Purchaser and any nominee, assignee, or successor-in-interest and shall apply to any transfer or assignment of Purchaser's interest in this Agreement.

9. Survival; Priority

This provision shall survive closing, cancellation, or termination of this Agreement and shall control over any inconsistent terms in the Agreement or escrow instructions.

Buyer 1 Signature: _____

Buyer 2 Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Seller 1 Signature: _____

Seller 2 Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____