

# Parklane Towers, Inc.

## Cooperative Sale Agreement

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_  
by and between

\_\_\_\_\_ hereinafter called "Seller" and

\_\_\_\_\_ hereinafter called "Buyer."

### WITNESSETH THAT:

WHEREAS Seller is the owner of \_\_\_\_\_ shares in Parklane Towers, Inc. which represents the ownership interest of apartment \_\_\_\_\_ in Parklane Towers, Inc., Wichita, Sedgwick County, Kansas and WHEREAS it is agreed that Seller will sell to Buyer and, Buyer will buy from Seller, NOW, THEREFORE, for and in consideration of these shares and other good and valuable consideration, it is agreed by and between the parties, as follows:

1. Seller agrees to sell and cause to be transferred to aforesaid common stock, together with all leasing interest incidentals to Apartment \_\_\_\_\_ and the same premises above described, and Buyer agrees to buy the same for a total purchase price of \$\_\_\_\_\_.
2. Parties hereto recognize that there are certain bylaws of PARKLANE TOWERS, a Proprietary Contract, and Shareholder Handbook which must be complied with by the Buyer.
3. The Buyer hereby accepts all responsibility to obtain approval of this transaction. In the event the Board of Directors or other approval committees of PARKLANE TOWERS for any reason withholds approval, this transaction shall be null and void by both parties.
4. The parties further agree that at the time of closing, all taxes, monthly maintenance, cable, and parking fees, if any, shall be prorated between the parties as of the date of said closing and agree that the Annual Assessment of \$700 will be paid in full on or before December 15, 2023.
5. It is further agreed by and between the parties that for no additional consideration Seller is to leave all present attached fixtures, draperies, and carpeting now with said Apartment at the time of delivery and possession thereof to Buyer.
6. It is further agreed that the risk of loss to said apartment and above inclusions shall pass at the time of closing and the Buyer will make their own arrangements obtaining condo (HO6) insurance prior to closing.

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7. Since the Property is a residential dwelling built prior to 1978, see the attached addendum for a disclosure of information and acknowledgment of lead-based paint and/or lead-based paint hazards as required by regulation.
8. The Buyer has carefully examined the Property and the Improvements, and in making the decision to buy the Property, the Buyer is relying wholly and completely upon Buyer's own judgment and the judgment of any contractor or inspector hired by the Buyer. Buyer accepts the apartment "as is" in its current condition unless negotiated prior to closing with Seller.

Buyer agrees that the purchase price was negotiated after consideration of all defects in the Apartment of which the Seller disclosed to Buyer and Buyer is aware. Buyer waives any claim for property defects, including but not limited to, appliances, structure, plus all electrical, mechanical, plumbing equipment, and appliances.

IN THE EVENT BUYER FOR ANY REASON DOES NOT OBTAIN INSPECTIONS, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE CONDITION OF THE PROPERTY AND IMPROVEMENTS AS SATISFACTORY AND THE SELLER AND PARKLANE TOWERS, INC. ARE RELIEVED FROM ANY AND ALL LIABILITIES FOR ANY SUCH CONDITION.

9. Seller certifies that all mechanical, plumbing and electrical installations will be in proper working order at time of closing. Failure of Buyer to notify Seller or Agent, in writing and prior to closing, of any defect, shall constitute a waiver of claim for corrections of such defects, if any.
10. In the event the Buyer shall fail to fulfill their obligations hereunder, the Seller may at their option, cancel this agreement and retain any earnest money, along with their agent, as liquidated damages and not as a penalty.

WITNESS the signature of the parties the day and year as written above.

\_\_\_\_\_  
Buyer Signature /Date

\_\_\_\_\_  
Seller Signature /Date

The Buyer is approved on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Parklane Towers, Inc.

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title