Seller Addendum

To Real Estate Purchase Agreement

THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT TO PURCHASE REAL ESTATE PROPERTY. PLEASE READ THIS AGREEMENT, AND CONSULT AN ATTORNEY, BEFORE YOU EXECUTE IT.

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF THE REAL ESTATE PURCHASE CONTRACT, HEREINAFTER REFERRED TO AS “CONTRACT”, BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE REAL PROPERTY AT:

BUYER(S) AND SELLER AGREE AS FOLLOWS:

1. CONFLICT BETWEEN THE CONTRACT AND THIS ADDENDUM: In the event any provision of this Addendum “A” First Addendum to Contract (this “Addendum”) conflicts in whole or in part with any of the terms and conditions of the Contract, the terms of this Addendum shall be primary and shall supersede and replace anything to the contrary.

2. TITLE/CLOSING AGENT - BUYER’S CHOICE OF SERVICES: Seller will advise as to the selection of the closing attorney/title company and will instruct him/her to order all title work and prepare all documents necessary to close this sale. If the buyer wishes to purchase a title policy, that can be done separately, at the buyer’s cost and discretion. Under the Buyer's Choice Act, the Buyer has the right to choose the escrow and title company to be used in this transaction for escrow and title insurance services. **In the event Buyer selects an Escrow provider not designated by the Seller, Buyer shall pay BOTH BUYER AND SELLER’S title and closing costs and charges including those charges customarily paid by the Seller regardless of local custom unless otherwise agreed upon. Buyer is entitled to legal representation at the closing and may elect to have such representation at Buyer’s sole expense.**

3. MULTIPLE OFFERS: Buyer is advised that Seller may be responding to multiple offers at once. Seller reserves the right to accept or reject each offer. Only a complete Agreement and this Addendum, fully signed by the Buyer and Seller, will convey Seller's Acceptance to enter into escrow with Buyer.

4. Seller Termination During Escrow: Buyer acknowledges that Seller acquired title by foreclosure, trustee's sale, deed in lieu of foreclosure, short sale purchase or the purchase of an owned real estate asset ("REO") of the former mortgagee/lender. In the event any of the below conditions occur during escrow, at Seller's option and sole discretion, Seller may notify Buyer that the Agreement is canceled, and the deposit monies shall be returned to Buyer as Buyer's sole remedy. Under any such termination, Seller shall have no further obligation to Buyer under the Agreement:

a. If Seller determines that it is unable to convey insurable title to the Property through a title insurance company.
b. If the purchase price is insufficient to pay the sum of the closing costs, taxes, commission, and any liens on or obligations secured by the Property that Seller is required to pay to provide clean title at the close of escrow.
c. If a Court of law overturns the foreclosure, trustee's sale, sheriff’s sale, or the like, or deed in lieu transaction, that results in a third party taking back ownership of the Property during escrow.

5. ESCROW EXTENSION: This transaction shall close on or before the Closing Date after Acceptance. Seller must approve any extensions to the close of escrow, requested by Buyer, in writing. Seller may require Buyer to release the

deposit monies directly to Seller to pay for the extension amendment. However, if escrow does not close after the removal of all contingencies, this shall constitute a default under the Agreement by Buyer and Seller shall be entitled to retain the Deposit as liquidated damages.

6. ASSIGNMENTS OF THE AGREEMENT: Buyer shall neither assign its rights nor delegate its obligations under the Agreement without obtaining Seller's prior written consent, which consent may be withheld in Seller's sole discretion. In no event shall any assignment relieve Buyer from its obligations under the Agreement. If Buyer attempts to or actually assigns the Agreement or delegates its obligations under the Agreement without obtaining Seller's prior written consent, then the Agreement may be deemed null and void at Seller's discretion. If Seller elects to nullify the Agreement as a result of any such assignment, then Seller shall be entitled to retain the Deposit as liquidated damages.

7. NO REPRESENTATIONS OR WARRANTIES; PROPERTY SOLD "AS IS": Buyer acknowledges and understands that the Property is being purchased and sold as-is, where-is and with all faults. Buyer further acknowledges and understands that the Property was acquired by Seller through a foreclosure, bulk sale, or other similar action and therefore, Seller has never been an owner-occupant and Seller's information concerning the Property and its condition is extremely limited. Accordingly, Buyer acknowledges and understands that, except as otherwise disclosed in writing to the Buyer, Seller is unaware of any latent defects in the Property or any appurtenant systems, including, without limitation, plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, septic, soil conditions, foundation, structural integrity, environmental condition, pool or related equipment. Seller makes no representations or warranties as to (i) the condition of the Property or any of the Property's systems or improvements, or (ii) the serviceability or fitness for a particular use of the property or any component of the Property. Buyer further acknowledges and agrees that the Sale Price and the terms and conditions set forth in the Agreement are the result of arm's-length bargaining between parties familiar with transactions of this kind and said price, terms and conditions reflect the fact that Buyer shall have the benefit of, and is relying upon, no statements, representations or warranties whatsoever relating to any aspect of the Property made by or enforceable directly against Seller, any affiliate of Seller or any broker or agent of Seller, including, without limitation, any statements, representations or warranties relating to the condition, dimensions, descriptions, soil condition, suitability, availability of water and other utilities, compliance or lack of compliance with any state, federal, county or local law, ordinance, order, permit or regulation or any other attribute or matter of or relating to the Property. Buyer represents warrants and covenants to Seller that Buyer is relying solely upon its own inspection and investigation of the Property.

8. PERSONAL PROPERTY AND FIXTURES: Buyer assumes full responsibility for any Personal Property remaining on the Property at the close of escrow. All Personal Property being sold with the Property shall be accepted by Buyer on an "as-is, where-is" basis, with all faults without any representations or warranty of any kind or nature, and specifically excluding any warranties of merchantability or fitness for any particular purpose.

9. WAIVERS: As a material part of the consideration to be received by Seller under the Agreement and this Addendum as negotiated and agreed to by Buyer and Seller, Buyer waives the following:

a. All rights to file and maintain an action against Seller for Specific Performance and any right to record a lis pendens against the Property;
b. Any and all claims arising from the adjustments or prorations or errors in calculating the same that are or may be discovered after closing and funding;
c. Any claim for loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from, based upon, due to or otherwise related to:
c. Environmental conditions affecting the Property, including but not limited to mold, lead paint, fuel oil, allergens, or other toxic substance of any kind;

d. Encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the property or search of the public records.

10. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, costs, liens, loss, damages, attorneys' fees and expenses of every kind and nature that may be sustained by or made against Seller, its officers, directors, shareholders, management company and agents resulting from or arising out of:

a. Inspections made by Buyer or its agents and contractors.
b. The imposition of any fine or penalty imposed by any governmental entity resulting from Buyer's failure to timely obtain any permits, approvals, or to comply with all applicable laws, rules, ordinances, and regulations.
c. Claims for amounts due and owing by Seller for taxes, HOA dues or assessments, or any other terms prorated at closing.
d. Any and all parties who occupy the Property including tenants prior to closing; and
e. Seller's indemnity rights herein shall survive the closing of escrow.

11. UPON THE OCCURRENCE OF ANY DEFAULT OF BUYER UNDER THE AGREEMENT: Seller shall be entitled to retain the deposit as Seller's liquidated damages. If Buyer interferes with or makes any attempt to interfere with Seller receiving or retaining the liquidated damages by giving any notice or instructions to any escrow holder not to deliver the deposit to Seller, Seller shall have the right to recover its attorney's fees and costs of collection and/or enforcement in addition to the Seller's liquidated damages. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty, but it is intended to constitute liquidated damages to Seller.

12. TRANSFER OF TITLE AND CLOSING COSTS: At the time of purchase agreement, the Seller may either be the title owner of the Property or be in the process of acquiring title through foreclosure or deed in lieu of foreclosure or otherwise has rights to sell the Property and has engaged Asset Manager to market the Property and enter into this Agreement with Broker. The acceptance of the Deed by Buyer will be deemed to constitute full compliance by Seller with all of the terms and conditions of the Agreement. Seller shall NOT be responsible for any unpaid real estate taxes and/or assessments, levies, homeowner/condominium association fees and charges, utility, or any other charges. IF AT ANY TIME AFTER THE CLOSING DATE, BUYER OR ITS ASSIGNS OBTAINS ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS ASSOCIATED WITH THE PROPERTY WITHOUT LIMITATION, CODE VIOLATIONS, TAXES, UTILITY LIENS, OR CONDOMINIUM ASSESSMENTS, BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF SAME AND BUYER HEREBY RELEASES SELLER OF ANY AND ALL LIABILITY IN CONNECTION THERETO, REGARDLESS OF WHETHER (I) SELLER OWNED THE PROPERTY AT THE TIME SUCH COSTS WERE ASSESSED OR INCURRED OR (II) SELLER HAD ACTUAL OR CONSTRUCTIVE NOTICE OF THE EXISTENCE OF SUCH COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS. Seller will not supply surveys, boundary surveys or footprint surveys or any other documents with respect to the Property. If a Property requires repairs and/or modifications in order to comply with governmental requirements, Buyer shall be solely responsible for performing such repairs and modifications at buyer's sole cost and expense after the closing.

13. SEVERABILITY: If any provisions of this Addendum shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.

14. NO ALTERATIONS PERMITTED WITHOUT PRIOR CONSENT: Buyer shall be in default under the Agreement in the event Buyer occupies or alters the Property or permits the Property to be altered without the prior written consent of Seller. Upon any such default, Seller shall have the right to retain the Deposit and Buyer shall be required to return the Property to its original condition, as its sole expense, if Seller shall request such action in writing.

Seller:_____ Date:_____

Printed:_____

Buyer:_____ Date:_____

Printed:_____

Buyer:_____ Date:_____

Printed:_____

Listing Agent:_____ Date:_____

Printed:_____

Buyer's Agent:_____ Date:_____

Printed:_____