

**COUNTER OFFER / ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT**

This addendum ("Addendum") is to be made a part of the Residential Purchase Agreement (the "Purchase Agreement" ") dated \_\_\_\_\_ between HomeStrong USA, LLC, Member, Owner of Record / Seller ("Seller"), and \_\_\_\_\_ (the "Buyer(s)") for the property located at \_\_\_\_\_ (the "Property")

1. Buyer(s) and Seller both recognize this addendum as part of the Purchase Agreement. In the event any provisions of this addendum conflict in whole or in part with the terms of the contract of sale or any prior addendum or amendment thereto (collectively, the "contract"), the provisions of this addendum shall control and supersedes the Purchase Agreement. It is agreed and acknowledged by all parties noted above that any express representations, warranties or statements in the Purchase Agreement regarding the property condition, features, functions or services to the property are to be null and void, waived and disclaimed. It is the full intention of all parties above that the only items, statements, warranties, and representations, if any, made by the Seller are those contained within this Counter Offer/Addendum to Purchase Agreement. The effective date of the contract shall be the date of this Counter Offer / Addendum to Purchase Agreement.

**2. Buyer acknowledges and understands that a deed restriction will be placed on the property as a condition of the purchase. The deed restriction provides that the property must be used for providing housing to a USAF Veteran or family for the first year from the date of recording. If the buyer attempts to circumvent this restriction by either not using the property for this purpose or by transferring title to another party within the first Three Years from the date of recording, then Seller has the right to retake title on the property. Seller has Four Years from the recording date to exercise their right to retake title if it is discovered that a violation of the deed restriction has occurred, otherwise the deed restriction will lapse, regardless if a violation of the restriction had occurred.**

3. Buyer acknowledges that this Contract may be subject to approval and acceptance by one or more third parties or public agencies pursuant to applicable laws and/or formal or informal covenants pursuant to which Seller acquired the Property..

4. Final acceptance of the contract of sale is subject to Seller's approval of the Community Revitalization Program, Neighborhood Stabilization Program or other requirements of public agencies with jurisdiction over Seller or the Property.

5. Title to the property shall be conveyed by Special Warranty Deed, Grant Deed or Quit Claim Deed, or an equivalent thereof, with covenants against the acts of the grantor. If the title of the property is currently held as leasehold interest, Seller will not transfer into a fee simple interest.

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**6. Purchase Price is \$ \_\_\_\_\_, however the amount payable to the Seller for the purposes of this transaction the consideration to be paid is \$ \_\_\_\_\_ (Adjusted Sales Price). The Total Adjusted Sales Price will be determined by taking 20% of the "Market Value".**

7. This transaction shall be scheduled to close on or before \_\_\_\_\_. TIME IS OF THE ESSENCE. In the event this sale/escrow does not close by the scheduled closing date, through no fault of the Seller, the contract is null and void. In the event this sale/escrow does not close by the scheduled closing date, through no fault of the Seller, the Buyer(s) agree to pay toward seller's carrying costs the greater of \$100.00 per day or 1/10th of 1% of the purchase price per calendar day. The total of the said sum shall be credited to Seller on the actual date of closing. If the closing is delayed beyond the original scheduled closing date, then Seller reserves the right to further extend, or cancel this contract, and consider it null and void with no further obligation. In no event shall this agreement and Addendum to Contract of Sale be contingent upon the ability of the Buyer to sell or close other real estate owned by the Buyer. At all times herein, time is of the essence in this agreement.

8. This contract is a Cash Transaction YES  NO . If yes, for a cash transaction, verification of funds to close is to be provided with this addendum to contract of sale, and the earnest money is nonrefundable 7 days from the effective date. Should Buyer seek financing, contract will be voided unless an Amendment or Addendum is approved by Seller.

If cash, item 9, 10 & 11 are N/A.

9. This contract is a Mortgage Financing Transaction YES  NO . If Yes, the Buyer(s) is to make a loan application with lender of buyer's choice at current best prevailing rate and terms, within 3 business days of acceptance of this addendum. If Buyer does not apply for financing or does not diligently pursue said financing after application, this sale shall not be contingent upon financing. Buyer to provide Seller's agent with verification of down payment within 3 business days of acceptance. Buyer's lender to provide Seller's agent with a letter of qualification based on income, credit report, verification of down payment and verification of lender's ability to finance a less than ninety day "flip" within 5 days of acceptance of contract. Buyer to give Seller and Seller's agent access to loans status information from lender and escrow. Seller shall also be provided with lender and loan officer name and phone number within 48 hours of application. Loan contingency shall remain in effect 14 days after acceptance, by which time Buyer shall give Seller written notice of Buyer's election to cancel this agreement if Buyer is unable to obtain designated loans. If Buyer does not give Seller such notice, the contingency of obtaining the designated loans shall be removed. Buyer's deposit shall be unconditionally released to Seller 14 days after acceptance, unless escrow closes sooner.

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10. Appraisal of property is to be completed within 14 days after acceptance of offer. Appraisal contingency to be removed after the 14 day period. If property does not appraise for the agreed upon sales price, Buyer and Seller reserve the right to cancel or renegotiate this Purchase Agreement . If the Purchase Agreement is renegotiated, Buyer and Buyer's Agent are aware that Commissions, Concessions, etc., may be changed subject to the new terms of the Purchase Agreement. Buyer agrees to provide to Seller and Seller's agent the appraisal in accordance with the Community Revitalization Program , Neighborhood Stabilization or other public agency or financial institution requirements.

11. Seller agrees to pay up to but not exceed \$ \_\_\_\_\_ toward Buyer's recurring and non-recurring closing costs. CONTRIBUTIONS TOWARD BUYER'S CLOSING COSTS IS AT SELLER SOLE DISCRETION. IF THE BUYER CHOOSES TO USE THE SELLER'S TITLE COMPANY, SELLER WILL PAY FOR THE OWNERS TITLE POLICY. IN A BUYER DIRECTED STATE, IF BUYER ELECTS TO USE HIS/HER OWN TITLE/CLOSING AGENT, THE TITLE POLICY COST WILL BE AT THE EXPENSE OF THE BUYER AND ANY SELLER CONCESSIONS SHALL NOT BE USED FOR THIS EXPENSE WITH THE EXCEPTION OF CALIFORNIA. IN CALIFORNIA THE BUYER'S CHOICE ACT WILL CONTROL.

In the event Buyer(s) fees and expenses are less than the amount stated above, Buyer will NOT receive a credit for the balance, nor shall any such excess be applied to other costs incurred by Buyer(s) regarding this transaction. Should Buyer's fees and expenses exceed the amount stated above, Buyer shall pay the difference.

Seller will pay up to but not exceed \$ \_\_\_\_\_ for any home warranty plans.

Seller will pay up to but not exceed \$ \_\_\_\_\_ for termite remediation. (For California Assets – Termite remediation is defined as only Section 1 repairs)

12. This transaction shall be closed through a title company or attorney. If Buyer agrees to use \_\_\_\_\_ Title Company, then Seller shall pay the cost of a standard form owner's policy of title insurance without extended coverage or endorsements. If Buyer uses \_\_\_\_\_ Home Warranty Company, then Seller shall pay the premium, but if Buyer selects some other Home Warranty Company then Seller shall pay up to \_\_\_\_\_, to be credited at the close of escrow toward the premium. If Buyer uses \_\_\_\_\_ Termite Company, then Seller shall pay for the cost of the inspection, but if Buyer selects some other termite company then Seller shall pay up to \_\_\_\_\_, to be credited at the close of escrow toward the cost of the inspection. If Buyer uses \_\_\_\_\_ to provide legally required property disclosures, then Seller shall pay the cost of such disclosure report, but if Buyer selects some other provider then Seller shall pay up to \_\_\_\_\_, to be credited at the close of escrow toward the cost of such disclosure report.

13. 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 the closing of this sale/escrow acknowledges the same.

14. Buyer acknowledges and understands that issues such as the existence of Homeowners Associations, their dues, policies, practices, procedures and CC&R's may not be disclosed by Seller if Seller is unaware of their existence. Buyer assumes full and sole responsibility for all disclosed and undisclosed matters. Seller does not warrant Homeowners Association's policies, practices, procedures, or fees. Any Homeowners Association dues disclosed by the Seller are only estimates of Homeowners Association fees that the Seller is aware of.

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15. All proration, including but not limited to, proration of any and all taxes, fees, utilities, homeowners or condominium association assessments and dues and any and all other charges against the Property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by Seller post-closing. Special assessments will be pro-rated up to closing date regardless if said assessments are due in full or in future installments. Any special assessments levied and payable in installments shall be prorated to date of closing and shall be assumed and paid by Buyer from closing date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the date of closing.

16. This Contract is subject to acquisition of the Property by Seller. If Seller has not taken title to the Property on or before the scheduled closing date, Seller has the sole discretion to either extend the contract or terminate the contract and return all earnest money to Buyer upon termination. If Seller elects to extend the contract, Seller shall have 30 days to resolve the outstanding deed issue. If Seller does not take title to the property within the 30 day period, either Buyer or Seller has the option to immediately terminate the contract, with no further obligation, and all earnest money will be returned to Buyer. Buyer agrees to hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any type whatsoever, including reasonable attorney's fees, sustained by Buyer by reason of or arising out of the redemption of the property and/or the owner taking possession of the Property and obtaining the recorded foreclosure deed.

#### CORPORATE DISCLOSURES

1. Seller acquired the Property either as a result of foreclosure proceedings, trustee sale, deed in lieu of foreclosure, short sale or the purchase of a REO of the former mortgage/lender and that the total purchase price set forth in the Contract may reflect deferred maintenance. Accordingly, Seller is not familiar with the condition of the Property.. Seller may not have knowledge of any material facts or defects impacting the property, or other factors that Buyer may consider important. Buyer(s) acknowledges that there has been no representation(s) by Seller, or any other person acting as Seller's representative and/or Buyer(s)' representative regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property.

2. Neither Seller nor any person acting as Seller's representative has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

3. Regarding Buyer and contractor inspections: Buyer may have whatever inspections (including but not limited to roof, septic, well, termite, and/or survey) they wish to have at Buyer's expense, but Seller will not pay for repairs of any kind, due to inspection(s). If Buyer does not inform Seller of disapproval in writing of any of the inspection including but not limited to seismic, contractor roof, soil, etc., within 7 days from acceptance of this addendum, all inspection contingencies will automatically be considered approved and removed from the contract. If Buyer waives these inspections, they do so contrary to the advice of Seller and Brokers. Silence shall be deemed acceptance. Buyer shall have a final walk-thru not less than three days prior to closing, but NOT AS A CONDITION OF CLOSING – NO NEW NEGOTIATIONS. Buyer(s) will rely solely on Buyer(s)' inspection and review to evaluate the condition of the Property. If the Buyer informs the Seller in writing of disapproval following inspection, the Seller reserves the right to obtain its own independent inspection or reports and will rely solely on its

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independent inspection or reports in evaluating and approving any repairs. Seller has sole discretion in the selection and approval of any and all repairs, as well as the contractor to perform said work.

4. VA/FHA required repairs shall be reviewed and approved by Seller before any work commences. Seller shall be limited to three hundred dollars for FHA/VA work requirements.

5. Compliance with any minimum mandatory government retrofit standards, including but not limited to energy and utility efficiency requirements and proof of compliance, shall be paid for by Buyer.

6. Seller does not agree to provide (i) receipts for repairs performed by others, (ii) prepare written statement indicating the repairs performed by Seller and the date of such repairs, and (iii) provide copies of receipts and statements to Buyer prior to final verification.

7. Buyer(s) acknowledges that it is Buyer(s)' sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Buyer(s) may be concerned.

8. Mold mildew spores and/or other microscopic organisms and/or allergens (collectively referred to in the addendum as "mold") are environmental conditions that are common in residential properties and may affect the property. Mold in some forms have been reported to be toxic and to cause serious physical injuries, including but not limited to allergic and or respiratory reactions or other problems, particularly in persons with immune system problems, young child and/or elderly persons. Mold has been reported to cause extensive damage to personal and real property. The Buyer acknowledges that, if Seller or any of Seller's employees, contractor or agents cleaned or repaired the property or remediated mold contamination, Seller does not warrant the cleaning, repairs or remediation. Buyer accepts full responsibility for all hazards that may result from the presence of mold in or around the property. Notwithstanding the past or present representation of Seller, Seller's employees, officers, contractors or agents concerning the past or present existence of mold in or around the property.

9. PROPERTY SHALL BE CONVEYED IN "AS-IS" CONDITION AT TIME OF CLOSING. In the event electrical, plumbing, water and/or heating services are shut down for property preservation or other purposes, Seller will NOT reactivate these systems prior to closing.

10. Buyer(s) understands, acknowledges, and agrees that neither seller nor any person acting as seller's representative is making any warranties or representations, either expressed or implied, as to the condition of the property. The property is being conveyed to Buyer(s) in it's "as is, where is" condition and "with all faults." It is the right and responsibility of the Buyer(s) to inspect the property and Buyer(s) must satisfy himself/herself as to the condition of the property. SELLER WILL NOT PERMIT ANY REPAIRS PRIOR TO CLOSING.

11. Seller, Seller's agents and Buyer(s)' agents and Buyer(s) shall execute a LEAD BASE PAINT Disclosure Addendum to Contract of Sale form to be provided by Seller's representative. Buyer(s) shall also execute at closing a Waiver and Release Regarding Property Condition. The subject asset may have been built prior to 1978. The "Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards" must be included as part of this contract. By signing this addendum the Buyer(s)

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acknowledge that he/she have received a copy of the EPA manual "Protect Your Family from Lead in Your Home."

12. If Buyer fails to inspect the Property, such failure shall not under any circumstances alter, change or impair the understanding and agreement made between the Seller and Buyer as set forth herein.

13. Buyer(s) hereby acknowledges that, except where mandated under applicable law, Seller shall not be providing Buyer(s) with a Real Estate Transfer Disclosure Statement, Seller Property Questionnaire and/or a Certificate of Occupancy with respect to the Property. Buyer(s) hereby waives any requirement that Seller furnish Buyer(s) with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or a Certificate of Occupancy. In the event the Property is occupied, Seller, nor its representatives, agents or assigns, makes any warranties or representations, implied or expressed, relating to the existence of any written leases, remaining term, amount of monthly rent and if the occupant(s) are current in payment, other than those described in this Addendum. The Seller does not and will not hold any deposits other than those described in this Addendum and will not transfer any deposits. After closing the Buyer shall be solely responsible for the return of any such deposits not held by Seller if any upon the demand of any occupant(s). The Seller, its representatives, agents or assigns, shall not be responsible for evicting or relocating any tenant, occupant or personal property at the Property prior to or subsequent to closing. Seller shall not be responsible for any eviction expenses incurred by Buyer before or after closing.

14. Seller does not warrant this property or structure as to habitability or suitability for occupancy or any use. Buyer is to make an independent determination that the real property conforms to any and all existing and applicable building codes. Buyer is solely responsible for investigating with any and all governmental and regulatory agencies that have jurisdiction over the property to determine whether there exists any code or ordinance violations or infractions of any kind or nature whether reported, pending, finally determined, subject to fine levy or otherwise. All such matters if any shall be the sole responsibility and liability of the Buyer. Seller assumes no responsibility or liability therefore. Seller shall have no liability as to whether the property or any portion therein (including additions and alterations, if any, and square footage) have been built and/or repaired with plans and/or permits, and Buyer releases Seller from any liability concerning same. Seller recommends that Buyer hires licensed contractor and/or other professional, including inspectors, of their choice to inspect all aspects of the property. Buyer's inspections are at Buyer's expense. The close of escrow shall signify and constitute Buyer's acceptance of all such matters and all consequences relative thereto and Buyer does indemnify and hold Seller harmless from all loss, costs, damages and expenses which may arise as a result thereof. To the maximum extent possible under applicable law, Seller disclaims all warranties, express or implied concerning the Property, and as to those warranties made or deemed to be made by Seller in this Agreement or pursuant to legally mandated disclosures made by Seller to Buyer, those warranties are expressly limited to the personal knowledge, without duty of inquiry, of the individual signing such documents on behalf of Seller, and that the knowledge of no person, including but not limited to any employee, officer, director, member, shareholder, partner, agent, contractor or subcontractor of Seller, shall be imputed to Seller.

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15. Buyer(s) agrees to indemnify, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property and/or injury to Buyer(s) or any other persons that may arise from Inspections, repairs, replacements. Buyer shall indemnify and fully protect, defend and hold Seller its servicers, representatives, agents, attorneys and employees harmless from any and all claims, costs, liens loss, damages, attorney's fees and expenses of every kind and nature, resulting from or arising out of any inspection, repairs, replacements or any other work performed in or upon the premises by Buyer or its agents, employees, contractors or assigns. In the event any repairs are made at the premises, or any work or material are added to the premises, or the value of the premises is enhanced in any way, then in the event this transaction does not close, all material added to the premises shall become the sole and exclusive property of the Seller, and Seller shall have no liability to Buyer or any third party for any such material or work completed. Buyer(s) agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for (i) 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., (ii) Claims for amounts due and owing by Seller for taxes, HOA dues or assessments, or any other terms prorated at closing, (iii) any and all parties who occupy the property including tenants prior to closing; and (iv) Seller's indemnity rights herein shall survive the closing of escrow.

16. The Buyer(s) shall not assign its rights under any part of the Contract without Seller's prior written consent.

17. If Buyer(s) raises any objections to the quality of Seller's title, and title insurance is available from a reputable title insurance company at no additional cost to Seller, and without indemnity obligations from Seller, containing affirmative coverage for the title objections, then the contract shall remain in full force and Buyer(s) shall perform pursuant to the terms set forth herein. If affirmative coverage is not obtainable, Seller shall have a minimum of thirty (30) days from the earlier of the closing date or the date upon which Seller receives a copy of a title insurance commitment or a title report within which to resolve, at no cost to Seller, title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. If within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters, as it determines in its sole discretion, then the Buyer(s) (a) may take title in its then state, thereby waiving any title objections, or (b) terminate the contract and receive a refund of any deposit as Buyer(s) sole and exclusive remedy. Alternatively, in such circumstances, Seller may terminate the contract and refund Buyer(s) deposit, such refund being Buyer's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.

18. Occupancy of the Property shall NOT be permitted prior to closing and funding, unless specifically agreed to by Seller in writing and only when Seller's requirements are met and Buyer(s) signs Seller's Occupancy Agreement. The Seller shall deliver possession of the Property to the Buyer at closing and funding of sale. The delivery of possession shall be subject to the rights of any tenants or parties in possession per Section 15 of this Addendum. If the Buyer alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the property prior to closing and funding without the prior written consent of the Seller, such an event shall constitute a breach by the Buyer under this Agreement and the Seller may terminate this Agreement

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and the Buyer shall be liable to the Seller for damages caused by any alteration or occupation of the property prior to closing and funding and waives any and all claims for damages or compensations for improvements made by the Buyer to the property including, but not limited to, any claims for unjust enrichment.

19. If the Property is located in a post foreclosure redemption period, then Buyer has been advised and understands that the Property is foreclosed property and is in a redemption period. Buyer(s) is advised that the present record owner of the Property or its successor in interest has the right to redeem and/or take possession of the Property at any time prior to the expiration of this redemption period, and that Seller's obligations under this Contract will terminate immediately upon the redemption or the owner taking possession of the Property. Buyer agrees to indemnify, defend and hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any character whatsoever, including reasonable attorney's fees, sustained by Buyer by reason of or arising out of the redemption or the owner taking possession of the Property.

20. If the Property is located in a post foreclosure ratification/confirmation/ committee jurisdiction, Buyer(s) acknowledges settlement will not occur until such ratification/confirmation/committee order has been granted by the courts. In the event ratification/confirmation/committee is not granted by the courts, this contract is terminated and Seller will refund Buyer's deposit, such refund being Buyer's exclusive remedy for such termination.

21. Seller's insurance is not transferable and will be cancelled at the time of closing. Seller cannot endorse existing insurance policies to Buyer(s). Any proceeds from insurance companies for destruction or damage through no fault of the Seller or the Buyer(s) shall be retained by the Seller.

22. Seller will not provide Buyer(s) or Buyer(s) Lender a survey. If required by the Buyer(s) Lender, cost of survey to be at the expense of the Buyer(s) unless specifically negotiated under other provisions.

23. Buyer acknowledges that Seller may have received offers prior to or may receive offers after receipt of this offer. Buyer acknowledges that the Seller may consider all offers regarding purchase, regardless of the date of receipt of the offer and that Seller may accept or reject any offer at its sole discretion. Seller's acceptance of this offer is evidenced solely by Seller's signature herein and no prior oral discussions or representations, if any, by Seller or its agents, shall be binding against Seller unless set forth in writing in this Counter-proposal.

24. Subject property shall remain on the market until Seller receives a written unconditional commitment to lend from a direct endorsement lender specifying expiration of such commitment to lend. Written approval to be received by Seller and/or Escrow Holder on or before acceptance of contract.

25. MULTIPLE OFFERS – BACK UP POSITION ONLY. \_\_\_\_\_(IF Checked)

The Buyer is aware that the acceptance of this offer is in backup position only. The property is scheduled to enter into escrow and close on or before \_\_\_\_\_. If this escrow does not close by this date, or any approved extension, the Seller will inform the Buyer and move this offer to first position.

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26. The Contract shall not be deemed accepted by Seller until Seller's signature is affixed hereon and a fully executed original counterpart or facsimile of the Contract has been delivered to Buyer(s).

27. Buyer expressly waives the (i)remedy of specific performance, in the event of Seller's default, under this Agreement; (ii) Buyer agrees to forgo to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property; (iii) Buyer waives the right to invoke any other equitable remedy that may be available, that, if invoked, would prevent the Seller from conveying the Property to a third party buyer; (iv) Buyer waives any claims or losses relating to environmental conditions affecting the property, including but not limited to, mold, lead paint, fuel, oil, allergens or any other toxic substances of any kind; and (v) Buyer waives any claim or losses arising from encroachments, easements and/or shortages which would have been disclosed or revealed to the Buyer by a survey or inspection of the Property or by a search of the public records; and (vi) Buyer waives any and all claims arising from the adjustments or prorations or errors in calculating the same that are or maybe discovered after closing and funding,. In the event that the Buyer, files a claim in direct contradiction to the waivers agreed to above, or contemplated here, Buyer shall reimburse Seller for all reasonable attorney fees and costs incurred by Seller in defending such action, if Seller prevails. In the event of the Seller's default or material breach under the terms of this Agreement or if the Seller terminates this Agreement as provided under the provision of this Agreement, the Buyer shall be entitled to the return of the earnest money deposit as Buyer's sole and exclusive remedy at law and/or equity. Any reference to a return of the Buyer's earnest money deposit contained in the Agreement shall mean a return of the earnest money deposit less any escrow cancellation fees applicable to the Buyer under this Agreement and less fees and costs payable for services and products provided during escrow at the Buyer's request. The Buyer waives any claims that the property is unique and the Buyer acknowledges that a return of its earnest money deposit will adequately and fairly compensate the Buyer. Upon return of the earnest money deposit to the Buyer, this Agreement shall be terminated, and the Buyer and the Seller shall have no further liability, no further obligation, and no further responsibility to each other and the Buyer and the Seller shall be released from any further obligation each to the other in connection with this Agreement, except as provided in Section 37 of this Addendum.

28. The total commission earned will be consistent with the Listing Agreement. In no event shall any real estate broker commissions be deemed earned and payable until: 1). the closing of the purchase and sale is consummated; 2).title passes to Buyer; and 3). Seller receives the proceeds of the sale. Buyer acknowledges that as a matter of course, Seller routinely uses Solaria Realty as listing agent on properties acquired by Seller and that from time to time staff of Seller and Solaria Realty may have personal and business relationships in addition to the listing agreement between Seller and Solaria Realty.

29. Buyer and Seller agree that Seller is not obligated to complete the sale of subject property if the sale results in proceeds of less than \$1 to Seller per the Settlement Statement. In this event, the contract shall be terminated and the earnest money returned to Buyer. The return of the earnest money shall be Buyer's sole remedy.

30. The Seller DOES NOT agree to Mediate any disputes or issues that arise pursuant to the contract herein.

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Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_

31. Any other provision of the Contract notwithstanding, the undersigned, Buyer and Seller, agree that the earnest money shall be non-refundable to Buyer for any reason other than Seller(s) failure to convey title to the Property under the terms of the Contract, and/or Buyer termination prior to the expiration of any contingency period. Upon Buyer(s) default, the Title Company shall pay the earnest money to Seller within three (3) business days. Title Company is authorized to rely on written notice from Seller and need not obtain any consent or authorization from Buyer before paying the earnest money to Seller.

32 Since the subject property was acquired by the Seller through foreclosure proceedings, trustee sale, deed in lieu of foreclosure, short sale or the purchase of a REO of the former mortgage/lender, the Seller may not be able to provide all keys and/or means to operate all locks, mailboxes, security systems, alarms garage door openers and/or HOA facility keys. The Seller will provide a key to the front door of the property. Buyer(s) shall install new locks on the Property immediately after closing, and Buyer(s) shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Buyer(s) failure to install new locks on the Property.

33. The Buyer assumes all risk of Loss related to damage to the property. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate this agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, the Buyer's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement and receive a refund of any earnest money deposit.

34. In the event that the Sellers interest in the Property, or any part thereof, shall have been taken by Eminent Domain or shall be in the process of being taken on or before the closing date, either party may terminate this Agreement and the earnest money deposit shall be returned to the Buyer and neither party shall have any further rights or liabilities hereunder except as provided in Section 37 of this Addendum.

35. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

36. The Buyer acknowledges that Buyer has had the opportunity to consult with its legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any party because that party drafted this Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions of this Agreement.

Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_

BUYER: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

BUYER: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

SELLER: Hometown Community Development Corporation  
DBA HomeStrong USA, Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_

# Radon & Mold Disclosure and Release Agreement

Property Address: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Purchasers are hereby notified and understand that Radon Gas and some Molds have the potential to cause serious health problems.**

Purchaser acknowledges and accepts that the property described above (the "Property") is being offered for sale "AS IS" with no representations or warranties as to the condition of the Property. First American Residential Management Services, Inc. as agent for HomeStrong USA, LLC, Member ("Seller"), his/her employees, agents, successors and assigns has no knowledge of the presence of radon gas or mold in, on, or around the Property.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller as to the condition of the Property generally, and as to the presence of radon or mold specifically. The Purchaser has not relied on the Seller's failure to provide the information regarding the presence or effect of any radon or mold found on the Property.

PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING ESCROW. Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on, or around the Property.

In consideration of the sale of the Property to the undersigned Purchaser(s), Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller resulting from the presence of radon or mold in, on, or around the Property.

Purchaser had been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser's choosing, and hereby acknowledges reading and understanding this Release.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Purchaser's Signature

Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**DISCLOSURE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Property ID #: \_\_\_\_\_

Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

**Lead Statement                      Warning**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase, at Purchaser's expense.

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**Seller's Disclosure (initial)**

\_\_\_\_\_ (a)      Presence of lead-based paint and/or lead-based paint hazards (check one below):

     Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

     Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b)      Records and reports available to the seller (check one below):

     Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

     Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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**Purchaser's Acknowledgment (initial)**

\_\_\_\_\_ (c)      Purchaser has received copies of all information listed above.

\_\_\_\_\_ (d)      Purchaser has (check one below):

     Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

     Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**PURCHASER AGREES THEY ARE PURCHASING THE PROPERTY "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE PROPERTY. PURCHASER FURTHER AGREES THAT SELLER AND ITS SERVICERS, REPRESENTATIVES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER AND IT'S SERVICERS, REPRESENTATIVES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON, OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT ON OR ABOUT THE PROPERTY.**

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### **Acknowledgement of Parties**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Hometown Community Development Corporation  
DBA HomeStrong USA, Member

By:

\_\_\_\_\_

Seller

\_\_\_\_\_

Date

---

Broker/Agent

Date

Broker/Agent

Date

---

Purchaser

Date

Purchaser

Date

Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchaser(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Seller(s) Initials: \_\_\_\_\_ Date: \_\_\_\_\_