



AllegianceSM

Government Relocation

A Weichert Workforce Mobility Company

Rider to Purchase Agreement

This rider is made part of the purchase agreement between Allegiance Government Relocation (Seller) and _____ (Purchaser) with respect to the property located at **28521 vista tierra rancho, palos verdes, CA 90275 File #12704**. In event of any inconsistency between this Rider and the underlying Purchase Agreement and other addendums, this Rider shall control.

1: SELLERS'S AUTHORITY

No agreement for the sale of the property shall be deemed effective unless executed in writing by the Seller. Any offer or counter offer executed by a real estate broker or agent on behalf of Seller (other than a corporate officer of Seller) shall not be binding on Seller unless and until confirmed in writing and signed by Seller.

2: PROPERTY CONDITION

Purchaser understands that Seller is a relocation management company and has never occupied the property. The property, including the contents being sold and purchased are not new and are being sold "AS IS", in their present condition. Neither Seller, nor any of Seller's agents are making or have made any representations concerning the property, including but not limited to: representations regarding the size of the buildings and improvements, the presence or absence of toxic or hazardous substances, or the presence or absence if any encroachments or unrecorded easements, except as follows: The Use of the word warranty is hereby stricken and anywhere it may appear in the Purchase Agreement. It shall be deemed to include only seller's representation, to the best of seller's knowledge.

3: TESTS AND INSPECTIONS

The following tests or inspections have been conducted in, on or with respect to the property and Purchaser acknowledges receipt of the documentation specified below in regard to such tests or inspections.

Title of Inspection/Report	Number of Pages	Date	Prepared By	Buyer's Initials
Allegiance Home Disclosure			Cynthia Mamaril	

The above documents are provided to Purchaser for informational purposes only. They represent the opinion of the individuals or firms who prepared them. Seller makes no representations as to the accuracy of the information given and makes no agreements to undertake or perform any action recommended in any of such reports.

Except as specifically stated in the " Tests and Inspections" section above, Seller has no knowledge concerning the presence of radon gas, asbestos, L-P siding, EIFS (Synthetic Stucco) Urea-Formaldehyde Foam Insulation (UFFI), or any

other toxic or hazardous substances in the property. Purchaser shall not interpret Seller's lack of knowledge as a representation that property is free of the presence of any of these substances.

4: PURCHASER'S RIGHT TO INSPECT OR TEST

Purchaser may inspect the property or have the property inspected by others on the Purchaser's behalf to determine the existence of defects, if any. All inspections shall be at Purchaser's sole cost and expense. Seller recommends that Purchaser secure such surveys, professional building inspection reports or any inspections or reports necessary to determine the presence of radon gas, asbestos or other toxic or hazardous substances in or about the property and other reports and inspections to determine the condition of the property.

All inspections and tests must be conducted and any defects reported to Seller in **writing within 10 calendar days after the effective date of this contract**. Such report of any defects must be accompanied by a copy of the complete written report from the Purchaser's inspection company.

Seller shall advise Purchaser or Purchaser's attorney in writing as to how Seller intends to proceed. If the defects have already been disclosed under section 2 or 3 of this rider, then Purchaser agrees to consummate the purchase transaction according to the terms of the Purchase Agreement and this Rider.

If the defects are not defects disclosed by Seller under Section 2 or 3 of this Rider, then Seller shall proceed under one of the following options:

A: Treat the condition and repair the defect at Seller's expense, in which event Purchaser agrees to consummate the purchase transaction according to the terms of the Purchase Agreement and this Rider: or

B: Credit the Purchaser for the cost of repair(s) at closing, in which event the Purchaser agrees to consummate the purchase according to the terms of the Purchase Agreement and this Rider: or

C: Terminate the Purchase Agreement and this Rider and refund to the Purchaser all deposit or earnest money. Should Seller elect to terminate the Purchase Agreement, the Purchaser shall still have the right to consummate the purchase, taking the property in "As Is" condition, with whatever defects exist. To exercise this right, Purchaser must provide Seller with written notice of such intention within seventy two hours from receipt of notice of Seller's election to terminate.

5: FOR PROPERTIES LOCATED IN LOUISIANA ONLY. PLEASE TAKE NOTE OF THE FOLLOWING:

Buyer acknowledges and agrees that the Property is being sold in "as is" and "where is" condition, without any warranty of recourse whatsoever as to the condition of the Property, including, without limitation, any warranty as to the absence of vices or defects (whether apparent, latent, known or unknown, easily discoverable, or hidden), fitness for any ordinary use, or fitness for any intended use or particular purpose, even for the return or reduction of the purchase price or otherwise. Buyer acknowledges reliance solely on Buyer's inspection of the Property. Accordingly, Buyer waives all of Buyer's rights in connection with the condition of the Property and Buyer hereby relieves and releases Seller from any and all liability in connection with the condition of the Property, including particularly any and all liability for any claim or cause of action for redhibition or for reduction of the purchase price or otherwise pursuant to Louisiana law. Buyer expressly waives all rights in redhibition and reduction of the purchase price or otherwise, pursuant to Louisiana law. Buyer further acknowledges and agrees that Buyer has not relied on Seller's skills or judgment in selecting the Property. Buyer acknowledges and understands that Louisiana law enables Buyer to hold Seller responsible for any undeclared latent defects in the Property existing on the date of the Act of Sale and to either rescind the sale or seek a reduction in the purchase price, and Buyer hereby specifically waives such rights. As used in the provision, "Act of Sale" refers to the closing of title.

6: SETTLEMENT AS FINAL

Purchaser's failure to notify Seller, in writing, of any defects within the time limits provided in this Rider or Acceptance of the deed at settlement, whichever shall first occur, shall constitute Purchaser's full acceptance of the condition or the

property and waive the Purchaser's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of the Deed and the closing.

7: TOXIC AND HAZARDOUS SUBSTANCES

Purchaser assumes all risk of loss, damage or injury which may arise as a result of, or may be in any way connected with the presence of radon gas, asbestos, mold or any other toxic or hazardous substance in or about the Property. Purchaser fully and forever releases and discharges Seller, its officers, employees and agents from any and all claims, liabilities, expenses and damages, whether now or in the future known, which Purchaser has or may in the future have against Seller. Purchaser releases and indemnifies Seller, its officers, employees, and agents from and against any loss, damage, cost or expense (including attorney's fees), relating to any claim concerning the presence of radon gas, asbestos, or other toxic or hazardous substances in or about the Property or which comes in contact with the Property. This provision shall survive delivery of the deed and the closing.

8: LEAD BASED PAINT AND LEAD BASED PAINT HAZARDS FOR PRE- 1978 PROPERTIES

The subject property: _____ was **not** constructed prior to January 1, 1978
_____ **was** constructed prior to January 1, 1978

For properties constructed prior to January 1, 1978 –BUYER SHOULD TAKE NOTE AS FOLLOWS:

Properties constructed prior to January 1, 1978 are subject to compliance with the Lead-Based Paint Hazard Reduction Act, as these properties may present hazards related to exposure to lead from lead-based paint and/or lead-based products. Buyer acknowledges receipt of the EPA pamphlet *Protect Your Family From Lead in Your Home*.

LEAD WARNING STATEMENT: 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 and may place young children at risk for developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent 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 buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notifies the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

SELLER DISCLOSURE:

Seller has: (Seller to check as appropriate. Seller and Buyer to initial.)

_____ X no knowledge of lead-based paint and/or lead-based paint hazards in the Property.
_____ _____ Knowledge regarding lead-based paint and/or lead-based in hazards in the Property.

RECORDS AND REPORTS:

Seller has: (Seller to check as appropriate. Seller and Buyer to initial)

_____ _____ Provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property, which reports are listed below:
_____ X no reports pertaining to lead-based paint and/or lead-based paint hazards in the Property.

9: TAX AND OTHER PRORATIONS

All taxes, special assessments and similar items shall be prorated as of the date of closing. Said prorations for taxes, assessments, and similar items will be based upon the figures available at the time of closing. If current figures are not available at the time of closing, the most current figures available will be used for the computation of such prorations.

Any confirmed and levied special assessments, whether governmental or association based, including any special service area fees shall be paid current and prorated to the date of closing only. The Buyer shall assume any balance. No prorations will be provided for future unconfirmed or impeding special assessments, or service area fees not due and payable at the time of closing.

Buyer agrees to credit Seller for any prepayments, including but not limited to association dues, utilities and unused remaining fuel oil paid by Seller for periods occurring after the closing date.

There will be no re-prorations or adjustments after closing. Settlement shall be final and this provision shall survive delivery of the Deed.

10: INSURANCE PREMIUMS

At closing, Seller will be relieved of all responsibility and liability for maintaining hazard insurance, general liability, title, or flood insurance (if applicable) on the Property and Seller's insurance policies will terminate immediately upon closing. Buyer is responsible for obtaining any hazard, general liability, title and flood insurance (if applicable).

11: TITLE AND CLOSING INFORMATION

At the closing, title to the subject property shall be delivered by deed from Seller or from National Transfer Services, LLC, a Texas Limited Liability Company which is holding title as Nominee on behalf of Seller. National Transfer Services, LLC shall have no direct or indirect liability for any covenants, obligations or undertakings of Seller under this Agreement. Purchaser agrees to pay Seller for all fuel oil and propane/LP gas remaining in any tanks (if applicable) at the prevailing market price as of the date of settlement

Seller will **not** provide title insurance to Buyer at Seller's expense unless the Property is in a jurisdiction where it is customary for a seller of residential property to do so and in that event, Seller reserves the right to select the title insurer/agent. **Seller shall not** incur additional costs or closing fees as the result of Buyer's option to engage a closing office other than that hired by Seller in those states which require said option.

It is required that the closing agent receive approval from AllegianceReLo for all closing and repair figures at least 48 hours prior to closing. The closing date, time and place must be scheduled at least 5 business days prior to closing.

The closing of the property and ordering of title shall be through the following closing agency: **Weichert Real Estate Support Services.**

Close shall occur on: _____ with **time being of the essence.**

Notwithstanding anything to the contrary in the Agreement or elsewhere, the brokerage commission shall be deemed earned and payable only if the sale to Buyer is closed, the deed delivered to the Buyer and the purchase price delivered to the Seller.

12: POSSESSION

Possession shall be given to Buyer at closing. Buyer may not alter the Property, store anything on/in the Property, occupy, or otherwise use the Property prior to closing.

13: ATTORNEY'S FEES

In the event of a dispute involving the enforcement or interpretation of the terms or provisions or the Purchase Agreement or this Rider, the prevailing party will be entitled to reasonable attorney's fees, court costs and necessary disbursements. In addition to any other relief to which the party may be entitled. This provision shall survive closing.

14: SEVERABILITY

In the event that any provision of this Rider conflicts with the applicable law of the jurisdiction in which the Property is located, such conflict shall not affect other provisions of this Rider which can be given effect without the conflicting provisions.

15: ASSIGNMENT/MODIFICATIONS

This Agreement and Rider cannot be assigned by Buyer unless Seller gives prior written consent. Any modifications to the Agreement or this Rider must be made in writing and executed by both Buyer and Seller.

16: AGENT ACKNOWLEDGEMENT

Agent has informed the Seller of the Seller's obligations under 42 U.S.C.4582 (d) (The Lead-Based Paint Hazard Reduction Act) and is aware of his/her responsibility to ensure compliance.

17: Contract is contingent upon Allegiance Government Relocation becoming the contractual owner of the property.

18: In the event Seller agrees to provide Buyer with a closing credit, in lieu of any repair or condition issues raised by a Buyer, or Seller provides a contribution toward any such repair or condition issue, Buyer will sign a Hold Harmless Agreement acceptable to the Seller. Buyer further acknowledges that any credit must appear on the Closing Settlement Statement in order to be provided to the Buyer. It is Buyer's responsibility to obtain any authorization as may be required by Buyer's lender to allow for any credit to appear. If credit cannot appear on the Closing Settlement Statement, the Buyers will forfeit it. Seller will take no action that is not in compliance with RESPA or CFPB rules and regulations.

19: "Time is of the Essence". Any extension of the contract date must be in writing and will be subject to a per diem charge of \$100 per day. Nothing contained herein shall require the Seller to agree to any such extension request.

EXECUTION OF PURCHASE AGREEMENT AND RIDER

Neither the Purchase Agreement nor the Rider binds the Seller or the Purchaser unless and until Seller and Purchaser execute the Purchase Agreement and this Rider.

SIGNATURES

Acknowledge that the purchaser has read, understands, and agrees to the terms of this Rider.

Purchaser

Date

Purchaser

Date

Buyer's Agent

Date

Seller: Franconia Real Estate Services, dba: Allegiance Government Relocation

By: _____
Vicki Cain
Allegiance Consultant

Date _____

Tim Majaka

Date _____