

Erik Sellfors Broker/Owner

**(805) 522-1113** 







# How to submit an offer on this home:

10956 Columbus Ave., Mission Hills, CA

#### Hi fellow agents!

We look forward to working with you! Unlike other REO agents, I urge you to personally reach out to me on my cell phone if you have a question. I have been selling REO since 1992 and know that it can be confusing at times. I want to assure you that we are here to help you through the process and will be available to answer questions.

- All offers will be submitted to the seller immediately once we confirm you have submitted all of the necessary components.
- If your offer is accepted, you agree to be responsible for an offer submission technology fee of \$200.00. The fee will be collected by the Escrow company and disbursed to the Pyramid Transaction Platform at the close of escrow. By submitting your offer, you agree to this in advance and only payable if it closes.

Here are some answers to frequently asked questions on this specific house:

Q: Who can buy this house?

A: Anyone!

Q: Will it qualify for financing?

A: Good question! Probably not. The seller is requesting cash offers. Don't submit an offer to the seller until your lender has personally reviewed the home by visiting it. This probably won't qualify for typical financing because of various conditions. It may, however, qualify for hard money financing (again, have that lender review it). Consider using FHA 203K if you need to submit your loan subject to a financing contingency.

Q: How does the offer process work?

A: You will submit your offer directly to us through email. My email address is erik@sellfors.com. You should email me the offer, the proof of funds, the loan pre-approval and any other supporting documents that you have. This may include LLC docs or corp docs if an investor. If your buyer is an investor, tell us about them.

Q: How fast will the seller respond to an offer?

A: Very quickly. They work Monday through Friday and occasionally during the weekend. There may be a delay if submitted over the weekend. These will usually be done on Monday.

The seller will generally only review the financial terms and then make a decision.

Q: Will they counter the buyer?

A: They may counter you. They may not. If they do, they will send their terms through an email. The items will be line items in the email and will not be in the form of standard CAR counter-offer form.

Q: What happens if my buyer is agreeable to the counter terms?

A: If your buyer is agreeable to those terms, then the seller will generate and send me a counter-offer/addendum document for your buyer to sign. We Docusign that to you first and then to the buyer in that order. Once you and your buyer sign that, the entire package goes back to the bank for signature. They will review everything with management and then will sign all of the documents. When the bank signs your offer and their counter-offer addendum, you officially have a deal. (See attached addendum for what it may look like).

Q: How long does the offer process take?

A: From the day you send me the signed counter from your buyer, it usually takes 24 to 48 hours to get the signed purchase agreement back. Then we open escrow.

Q: How long is an escrow with this seller?

A: Cash deals close in 15 days, financed in 30 days.

Q: Can we do inspections?

A: Yes, of course. Usually, buyers are given 7 days for inspections.

Q: What happens if we find issues during the inspection, can we re-negotiate?

A: I would HIGHLY encourage you to have your buyer do an inspection prior to writing their offer so there are no surprises. I will say that as a general rule, banks <u>do not re-negotiate</u> once an offer has been accepted.

Q: What disclosures do you have on this home?

A: The bank has never occupied it, so they have none. We have only what we (and you) can see. They will order an NHD for your buyer to review.

See attached disclosures re: Open permit & Easement

Q: Is this like a normal escrow?

A: Absolutely. The seller will usually choose the title and escrow company because they have long relationships. They have already worked with a title company during the lengthy foreclosure process so they will already have a prelim in most cases. We do not have any direction in this. But, it will look and feel just like a normal escrow.

Q: Does the buyer get title insurance?

A: Yes, just like in a retail sale, the buyer will get title insurance.

Q: Can the buyer ask for concessions?

A: Possibly so make it VERY clear in your offer what they are asking for.

Q: Can the buyer ask for a home warranty?

A: Yes, but most of the time we see that cost being countered as a buyer expense not paid by seller.

Q: Are utilities on?

A: Sometimes and sometimes not. If there is a safety concern, we may not activate them. This needs to be discussed during your offer process so please call me to chat about it.

## **Offer Instructions**

Please email your offer to: <a href="mailto:Erik@Sellfors.com">Erik@Sellfors.com</a>

<u>Include the following items:</u>
( ) CAR - RPA offer form with your agency disclosure.
( ) Have the buyer initial the sample addendum so they know what to expect.
( ) Proof of funds - If this is a cash transaction it needs to be for full value. If this offer has a loan, then
please supply POF for the full amount of down payment.
( ) Loan Pre-Qual (Pre-approval is preferred)- Must be for full value of loan.
( ) Confirm that your buyer does not need to sell anything to buy this (Banks usually do not take offers
with contingencies for the sale of other homes. If you need to sell a home for funds then say so.)

## This home is bank owned and sold AS-IS

We encourage you to do all inspections prior to writing an offer. Your buyer will be given a 7 day inspection period. However, as mentioned above, the home is sold AS-IS. The buyer may cancel the contract during the 7 day inspection period if they find anything they don't like. Please don't tell your buyer that there is a chance that the bank will fix things or give a credit. You will likely be setting us all up for failure if you do this. IT IS VERY RARE that the bank will ever re-negotiate if you find anything wrong during your inspection period. Again, do your inspections prior to writing your offer because the bank sells these AS-IS. Your buyer will be more informed and make a better offer. This will set your buyer up for success not disappointment and wasted time. HAVE YOUR BUYER INITIAL THIS.

Please read the addendum for what the bank will and won't pay for. You will see in the addendum that this is different than our customary local practice of how costs are paid for.

Usually, this is who will pay for what in bank owned sales (see bank addendum for clarity):

- 1. Tax prorations/adjustments- Prorated to COE
- 2. NHD Report-Buyer Pays
- 3. Title-Owner's title insurance Seller Pays
- 4. Transfer Tax (if any)- Buyer Pays
- 5. Escrow Fees/sub escrow fees/document prep. Fees- 50/50
- 6. Home Warranty-Buyer Pays
- 7. HOA Fees- Buyer Pays for all HOA docs & fees upfront at start of escrow
- 8. Termite Inspection Buyer Pays
- 8. Septic Inspection Buyer Pays
- 8. City required Inspections (if applicable) Buyer usually Pays
- 8. All Inspections Buyer Pays
- 8. Smoke and CO2 detector installation Buyer usually Pays
- 8. 9A report (if applicable) Buyer usually Pays

I acknowledge that I have read and understand this:

Buy	ver		Date

#### 10956 Columbus Ave., Mission Hills, CA 91345

APN: 2615-007-006

The seller is a financial institution and has never occupied the property. They came into possession because of a foreclosure action. The following disclosures are being made:

#### 1. Open permit and C of O with the LADBS.

https://www.ladbsservices2.lacity.org/OnlineServices/PermitReport/CofODetail/59295

https://www.ladbsservices2.lacity.org/OnlineServices/PermitReport/PcisPermitDetail?id 1=07014&id2=20000&id3=05861

#### 2. Easement

See attached copy of plotted easement



# October 22, 2025 Document Report

#### **Documents**

Digital Image {3fc0edf7-24da-4824-96ea-0002dcf54dca}

#### **Document Number(s)**

07014-20000-05861

#### **Record Description**

Record ID: 51731278

Doc Type: BUILDING PERMIT Sub Type: BLDG-ADDITION

Doc Date: 12/10/2007 Status: ISSUED

Doc Version: None AKA Address: None Project Name: None Disaster ID: None Subject: None

Product Name: None

Manufacturer's Name: None

Expired Date: None Receipt Number: None Case Number: None

Scan Number: 1021217200758859

**Dwelling Units: None** 

Comments: ADD ENTRANCE FOYER(9'6" X 11') AND COVERED PORCH(6' X 11') @

FRONT.

#### **Property Address(es)**

10956 10956 N COLUMBUS AVE 91345-0000

#### Legal Description(s)

Tract: TR 10072 Block: Lot: 9 Arb: 6

Map Reference: M B 180-26/28 Modifier: FR

#### PIN(s)

210B145 373

#### Assessor Number(s)

2615-007-006



# October 22, 2025 **Document Report**

#### Council District(s)

7

Census Tracts(s)

1094.000

**District Offices(s)** 

VN

Permit Reference(s)

2007VN32294

Film RBF

Type: IDIS P2337; 01564; 0000 thru 01564; 0002

**Primary Use** 

SINGLE-FAMILY DWELLING

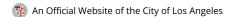
#### **Cross References(s) Comments**

51731278

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Note: If you have any questions, please visit one of our Records Counter Section open Monday thru Fridays from 7:30 AM to 4:30 PM, EXCEPT on Wednesdays which opens from 9:00 AM to 4:30 PM.

Locations: Metro - 201 N. Figueroa St., 1st Floor Rm. 110, Los Angeles CA 90012 Van Nuys - 6262 Van Nuys Blvd, 2nd Floor Van Nuys CA 91401 Certificate Of Occupancy Details 10/21/25, 3:46 PM



(https://myla311.lacity.org/)

(https://lacity.gov/directory)

# Los Angeles Department of Building and Safety

Permit Information: 10956 N COLUMBUS AVE 91345

Certificate Of Occupancy Details

Certificate Number 59295

**Associated Permits** 07014-20000-05861

CofO Status Pending

# City Department approvals required prior to the issuance of a Certificate of Occupancy:

### Building and Safety

### Pending

Date	Description	Status	Phone	Comment
07/28/2009	Building Verification	Not Applicable		
07/28/2009	BMI Verification	Pending		
07/28/2009	Electrical Verification	Pending	(818) 374-9932	
07/28/2009	Elevator Verification	Not Applicable	(818) 374-1147	
07/28/2009	Fire Sprinkler Verification	Not Applicable		
07/28/2009	Grading Verification	Not Applicable	(818) 374-4359	
07/28/2009	Heat,Vent,A/C Verification	Pending	(818) 374-9932	
07/28/2009	Plumbing Verification	Pending	(818) 374-9932	
07/28/2009	Pressure Vessel Verification	Not Applicable	(818) 374-1149	

## Public Works

# Pending

Date	Description	Status	Phone	Comment
07/28/2009	Public Works-Flood	Not Applicable		
07/28/2009	Public Works-Highway Ded.	Pending		
07/28/2009	Public Works-Open Permits	Pending		

Certificate Of Occupancy Details 10/21/25, 3:46 PM

07/28	3/2009	Public Works-Stormwater	Not Applicable	
07/28	3/2009	Public Works-Sewers	Pending	

# ■ HCIDLA Housing Dept

OK for CofO

Date	Description	Status	Phone	Comment
No detail found for this department				

### LAFD

### OK for CofO

Date	Description	Status	Phone	Comment
07/28/2009	LAFD Fire Inspection	Not Applicable		

## Rec and Parks

### OK for CofO

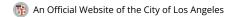
Date	Description	Status	Phone	Comment
03/16/2017	Rec and Parks Fee Memo Reqd	Not Applicable		

# ■ Air Quality Management District

#### OK for CofO

Date	Description	Status	Phone	Comment
07/28/2009	Air Quality Mngmnt Dist.	Not Applicable		

Permit and Inspection Report Detail 10/21/25, 3:50 PM



(https://myla311.lacity.org/)

(https://lacity.gov/directory)

# Los Angeles Department of Building and Safety

Certificate Information: 10956 N COLUMBUS AVE 91345

**Application / Permit** 07014-20000-05861

Plan Check / Job No. B07VN10720

**Group** Building **Type** Bldg-Addition

**Sub-Type** 1 or 2 Family Dwelling **Primary Use** (1) Dwelling - Single Family

Work Description ADD ENTRANCE FOYER(9'6" X 11') AND COVERED PORCH(6' X 11') @ FRONT.

Permit Issued Issued on 12/10/2007

**Issuing Office** Valley

Current Status Issued on 12/10/2007

Certificate of Occupancy Pending

#### Permit Application Status History

Submitted	8/17/2007	APPLICANT
Assigned to Plan Check Engineer	8/17/2007	SAM CHANG
Corrections Issued	8/17/2007	SAM CHANG
Issued	12/10/2007	LADBS

### Permit Application Clearance Information

No Data Available.

#### **Contact Information**

Contractor	Owner-Builder	,
Engineer	Lee, Sang Youck; Lic. No.: S3821	3531 BROOKHILL ST GLENDALE, CA 91214

#### Inspector Information

JOHN COLEMAN, (818) 374-1179	Office Hours: 7:00-8:00 AM MON-FRI
JENNIFER RABUCHIN, (818) 374-1179	Office Hours: 7:00-8:00 AM MON-FRI

## **Pending Inspections**

No Data Available.

Permit and Inspection Report Detail 10/21/25, 3:50 PM

# Inspection Request History

Rough-Frame	7/28/2009	Approved	DANIEL ORRANTE
BUILDING-Rough-Frame	12/16/2009	Partial Approval	DANIEL ORRANTE
Final	4/9/2012	No Access for Inspection	DANIEL ORRANTE



Permit #:

07014 - 20000 - 05861

Plan Check #: B07VN10720

Printed: 12/10/07 04:22 PM

**Event Code:** 

Bldg-Addition 1 or 2 Family Dwelling Plan Check at Counter

City of Los Angeles - Department of Building and Safety

APPLICATION FOR BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY

Last Status:

Ready to Issue

Status Date:

12/10/2007

1. TRACT TR 10072 **BLOCK** LOT(s)

**COUNTY MAP REF #** 

PARCEL ID\_# (PIN #)

2. ASSESSOR PARCEL#

Plan Check

M B 180-26/28

210B145 373

2615 - 007 - 006

3. PARCEL INFORMATION

Area Planning Commission - North Valley

LADBS Branch Office - VN

Bldg. Line - 15 Council District - 7

Certified Neighborhood Council - Mission Hills

Community Plan Area - Mission Hills - Panorama City - Lot Cut Date - 12/14/1951

Census Tract - 1094.00 District Map - 210B145

Energy Zone - 9 High Wind Area - YES

Lot Cut Date - PRIOR-07/29/1962 Near Source Zone Distance - 2.6 Thomas Brothers Map Grid - 501-H2

ZONE(S): RD2-1/

4. DOCUMENTS

ORD - ORD-129510

ORD - ORD-164750-SA700

ICPC - CPC-12599 ICPC - CPC-1986-602

5. CHECKLIST ITEMS

Combine Elec - Wrk. per 91.107.2.1.1.1

6. PROPERTY OWNER, TENANT, APPLICANT INFORMATION

Owner(s)

Estrada, Jose

10956 Columbus Ave

MISSION HILLS CA 91345

(818) 974-1001

Tenant.

(Relationship Owner) Applicant.

(01) Dwelling - Single Family

(818) 898-9174

7.EXISTING USE

**PROPOSED USE** 

5.00

0.00

**8. DESCRIPTION OF WORK** 

ADD ENTRANCE FOYER(9'6" X 11') AND COVERED PORCH(6' X 11') @ FRONT.

(07) Carport

9. # Bldgs on Site & Use:

10. APPLICATION PROCESSING INFORMATION

BLDG. PC By: Sam Change

OK for Cashier: Marlen Carraber

DAS PC By: Coord. OK:

|Signature:

Date:

11. PROJECT VALUATION & FEE INFORMATION Final Fee Period

Permit Valuation: PC Valuation: \$10,000 FINAL TOTAL Bldg-Addition 263.95 Permit Fee Subtotal Bldg-Addition 181.50 Energy Surcharge Electrical 47.19 Plan Check Subtotal Bldg-Addition 0.00Fire Hydrant Refuse-To-Pay E.Q. Instrumentation 1.00 O.S. Surcharge 4.59 Sys. Surcharge 13.78 Planning Surcharge 10.89

Permit Issuing Fee

Total Bond(s) Due:

Sewer Cap ID: 12. ATTACHMEN Plot Plan

Planning Surcharge Misc Fee

For information and/or inspection requests originating within LA County,

Call toll-free (888) LA4BUILD (524-2845)
Outside LA County, Call (213) 482-0000 or visit New Madris or gift 2029
For Cashier's Use Only

W/0 #: 71405861

For Cashier's Use Only

\$181.50

BUILDING PERMIT-RES ELECTRICAL PERMIT RES 347 19 E: RESIDENTIAL 41,00 ONE STOP SURCH \$4.59 \$13.78 SYSTEMS DEVY FEE \$10.89 CITY PLANNING SURCE MISCELLANEOUS BUILDING PLAN CHECK BUILDING PLAN CHECK \$9.00

P070142000005861FN

Total Due: Credit Cards

3745-95 \$263.95



3. STRUCTURE INVENTORY (Note: Numeric measurement da	ta in the format "number / number"	implies "change in numeric	value / total resulting nu	meric value")	
P) Floor Area (ZC): +105 Sqft / Sqft P) Height (ZC): 0 Feet / Feet P) Length: 0 Feet / Feet P) Length: 0 Feet / Feet P) Stories: 0 Stories / 1 Stories	(P) Type V-N Construct (P) Floor Construction -	ion		07	014 - 20000 - 05861
P) Width: 0 Feet / Feet P) Wood (Plywood, OSB, etc.)Shearwall P) R3 Occ. Group: +171 Sqft / Sqft P) U1 Occ. Group: 0 Sqft / Sqft P) Parking Req'd for Site (Auto+Bicycle): 0 Stalls /	Stal				
4. APPLICATION COMMENTS				In the event that any box (i.e. is possible that additional info electronically and could not be restrictions. Nevertheless, the exceeds that required by Section Safety Code of the State of Care	e printed due to space information printed in 19825 of the Health and
5. Building Relocated From:					
	531 Brookhill St,	Glendale, CA	91214	CLASS LICENSE# S3821 0	PHONE #
PERMIT EXPIRATION/REFUNDS: This permited period of 180 days (Sec. 98.0602 LAMC). Clair LAMC). The permittee may be entitled to reimber the second period of 180 days (Sec. 98.0602 LAMC).	ms for refund of fees paid must be	filed within one year from	the date of expiration	for permits granted by LADBS	(Sec. 22.12 & 22.13
Any city or county which requires a permit to consigned statement that he or she is licensed pursual professions Code) or that he or she is exempt the acivil penalty of not more than five hundred do (	am exempt from the Contractors' Sonstruct, alter, improve, demolish, uant to the provisions of the Contractors for the allegalars (\$500).):  loyees with wages as their sole contractors License Law does not employees, provided that such it owner-builder will have the burder vely contracting with licensed with licensed contracting with licensed contracting with licensed	or repair any structure, practors License Law (Chapted exemption. Any violates not apply to an owner of internal of proving that he or she tractors to construct the presentations.	otlowing reason (Section ior to its issuance, also ter 9 (commencing with ion of Section 7031.5)  ork, and the structure is indeed or offered for sale did not build or impropert (Sec. 7044, Businoject (Sec.	requires the applicant for such h Section 7000) of Division 3 of by any applicant for a permit such or improves thereon, and who does. If, however, the building or inverse for the purpose of sale).	permit to file a  fithe Business and bjects the applicant to  oes such work  mprovement is  Contractors License
I hereby affirm, under penalty of perjury, one o		RS' COMPENSATION DE	CLARATION		
() I have and will maintain a certificate of co which this permit is issued.	nsent to self insure for workers' co	mpensation, as provided for	or by Section 3700 of	the Labor Code, for the perform	ance of the work for
() I have and will maintain workers' compens workers' compensation insurance carrier a		ction 3700 of the Labor Co	ode, for the performan	ce of the work for which this pe	muit is issued. My
Carrier:		<u> </u>	Policy Number:_		
laws of California, and agree that if I show provisions.	ald become subject to the workers'	compensation provisions of	of Section 3700 of the	Labor Code, I shall forthwith co	omply with those
WARNING: FAILURE TO SECURE WORKE AND CIVIL FINES UP TO ONE HUNDRED T IN SECTION 3706 OF THE LABOR CODE, I	THOUSAND DOLLARS (\$100,00	0), IN ADDITION TO TH			
l certify that notification of ashestos removal is either not (909) 396-2336 and the notification form at <a href="www.aqmd.gesection">www.aqmd.gesection</a> 6716 and 6717 of the Labor Code. Information is	ov. Lead safe construction practice	o the AQMD or EPA as person the AQMD or EPA as person to the AQMD or EPA as person to the action of the AQMD or EPA as person to the	er section 19827.5 of t repairs that disturb pa	he Health and Safety Code. Info int in pre-1978 buildings due to	the presence of lead per
	20.	FINAL DECLARATION			
I certify that I have read this application INCLUDING TH comply with all city and county ordinances and state laws purposes. I realize that this permit is an application for incomply with any applicable law. Furthermore, neither the performance or results of any work described herein, nor work will not destroy or unreasonably interfere with any a with such easement, a substitute easement(s) satisfactory	relating to building construction, a spection and that it does not approach City of Los Angeles nor any board the condition of the property nor the coess or utility easement belonging	and hereby authorize repressed, department officer, or ended to others and located on	sentatives of this city to pecified herein, and it imployee thereof, make ork is performed. I furt my property, but in the	o enter upon the above-mention does not authorize or permit any any warranty, nor shall be respited the affirm under penalty of perjudent	ed property for inspection y violation or failure to onsible for the ury, that the proposed
By signing below, I certify that:  (1) I accept all the declarations above namely the O Declaration; and  (2) This permit is being obtained with the consent of	f the legal owner of the property.	s' Compensation Declarati	on, Asbestos Removal	Declaration / Lead Hazard War	ming and Final
Principose Estada	3 81gh:	9 <u>)</u>	Date: 12	-10-07- Xawner	Authorized Agent

10956 N Columbus Ave

Permit Application #: 07014 - 20000 - 05861

Bldg-Addition

1 or 2 Family Dwelling

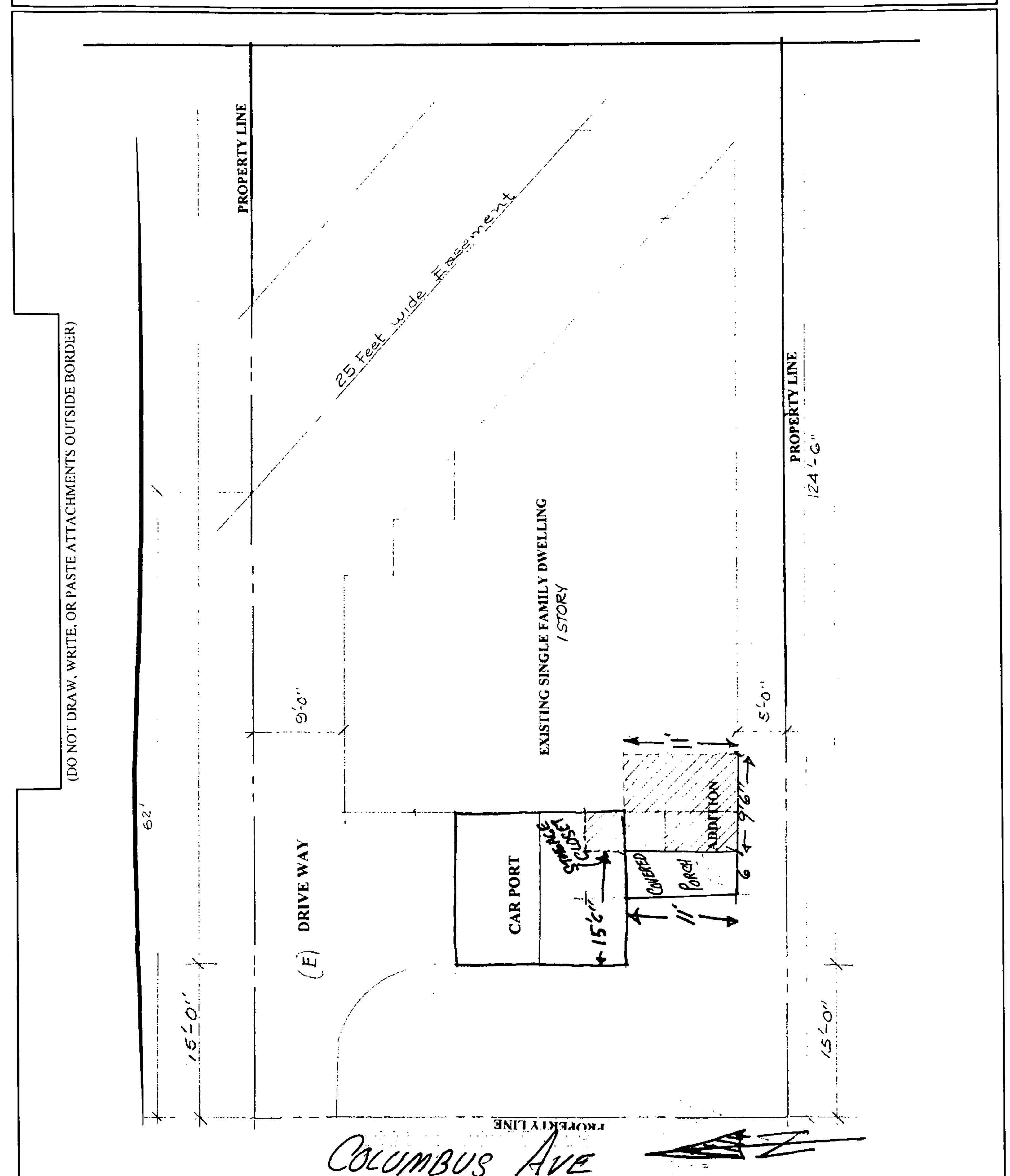
Plan Check

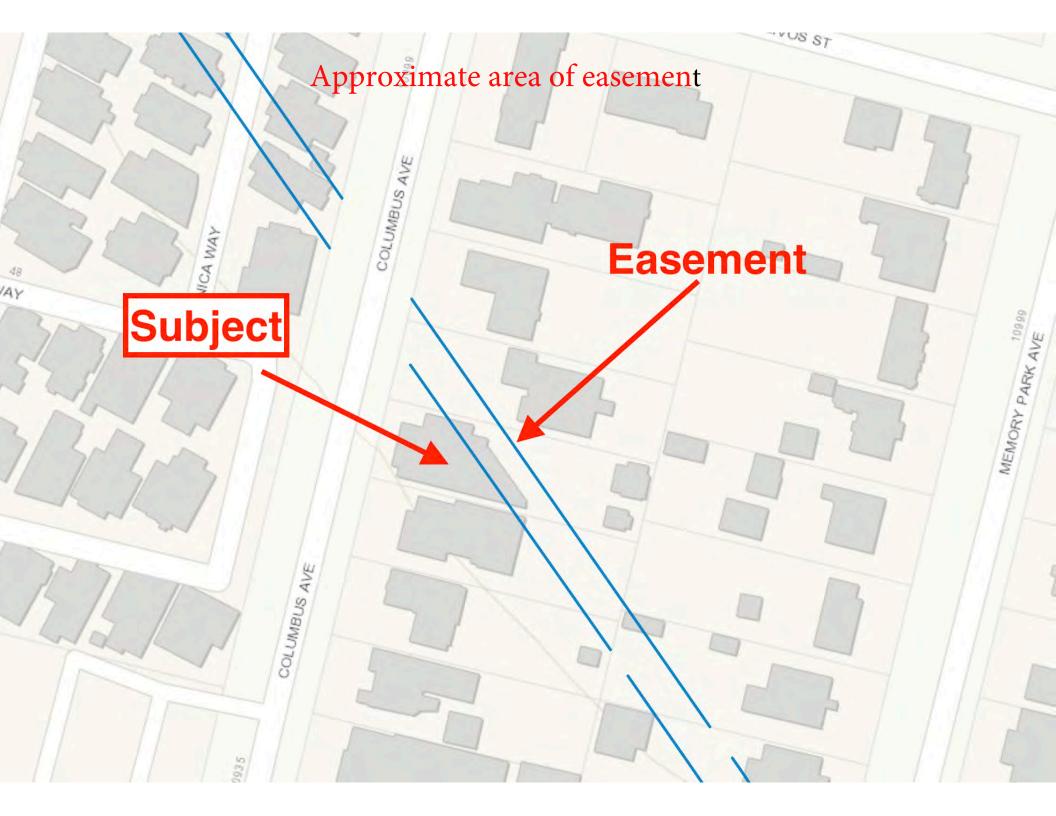
City of Los Angeles - Department of Building and Safety

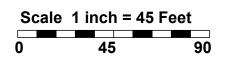
Plan Check #: B07VN10720 Initiating Office: VAN NUYS

16:09:38 Printed on: 12/10/07

# PLOT PLAN ATTACHMENT







# Plotted easement from title company





# **LEGEND**



Fee, Property in Question



Book 5615, Page 297, of Deeds Affects as described therein



Item No. 5 - Easement for pole lines and conduits 11/22/1923, Book 2835, Page 174, of Official Records Affects as described therein



Item No. 7 - Easement for public utilities 06/07/1945, Book 21987, Page 321, of Official Records Affects as described therein

2000	
シとひとち	

**Lawyers Title Company** 

7530 N Glenoaks Blvd Burbank, CA 91504

Phone: 800.747.7777	
This map/plat is being furnished as an aid in locating the described Land in relation to adjoining streets, natural and other land, and is not a survey of the land depicted.	boundaries

endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown

the extent a policy of title insurance is expressly modified by

Title Order No. L14252901859LR, Preliminary Report Dated as of Septem	ber 9, 2025

Reference:

in Book 218 Pages 42 and 43 of Maps, in the office of the county recorder of said County.

Property: 10956 Columbus Ave, Mission Hills, State Of California

Assessor's Parcel No.: 2615-007-006

Drawing Date: September 26, 2025

Plat Showing The Northerly 52.5 feet of the Southerly 577.50 feet of that portion of lot 9 of Tract No. 10072, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 180, Pages 26 to 28 Inclusive of Maps, in the office of the County recorder of said county, lying westerly of the westerly line (and its Northerly and Southerly Prolongation) of Lot 51 of Tract No. 11817, as per map recorded Sheet

Archive #

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT READ IT CAREFULLY

This Addendum is to be made a part of the agreement ("Contract of Sale") dated, between XX Bank as Legal Title Trustee for XXX Trust("Seller") and XXX, ("Purchaser") for the Property and improvements located at: XXXXX (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, OR ANY OTHER ADDENDA, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

Sales Price \$1,600,000.00 Inspection contingency period: 5 Seller paid closing costs: \$0.00

Per Diem Fee: \$0.00

Earnest Money Deposit: \$45,000.00 Closing date on or before Other concessions: \$0.00

1. CONDITIONS OF THE SALE: Purchaser acknowledges that Seller obtained the Property by foreclosure, deed-in-lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) if applicable, the mortgage insurance company's approval of the sale; and (iv) final Seller approval. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, Seller may notify Purchaser that the Contract of Sale is canceled, the Earnest Money Deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES OR INGRESS/EGRESS RIGHTS), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLES ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED, OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

Purchaser's Initials	
Purchaser's Initials	Seller's Initials



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- 2. TITLE: The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. If Purchaser elects to hire its own title company and Purchaser's title company fails to provide insurable title then Purchaser must close using Seller's title company or Purchaser shall forfeit the Earnest Money Deposit to the Seller. Conveyance will be by deed that covenants that Seller grants only that title which Seller may have and that Seller will only defend title against persons claimed by, through or under Seller. Such deed may be in the form of a SPECIAL WARRANTY DEED or state equivalent as applicable, or other local form of deed acceptable to the Seller. The closing agent shall be responsible for settling the transaction, disbursing funds and closing escrow ("Closing Agent"). If the Purchaser elects to cancel the Contract of Sale due to a title defect, the Seller will not be obligated to reimburse the Purchaser for any inspections, title costs, surveys, attorney's fees or other costs of any kind pertaining to this transaction.
- 3. TIME IS OF THE ESSENCE: CLOSING. IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO. This means that all deadlines are intended to be strict and absolute. Closing shall be held in the offices of the Closing Agent selected by Seller, in accordance with the provisions of Section 14 herein, unless otherwise required by applicable law. Closing date shall occur on or before September 30, 2025, unless the closing date is extended in writing signed by the Seller and Purchaser. Purchaser shall deliver the Earnest Money Deposit in certified funds to the Seller's Closing Agent to be held in escrow. Failure by Purchaser to fund the Earnest Money Deposit shall make this Contract of Sale null and void ab initio. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this section, or any written extension, this Addendum and the Contract of Sale are terminated. Upon such termination Seller, without further communication with Purchaser and in Seller's sole discretion, will have the right to instruct the Closing Agent to cancel the closing date and the Seller shall be entitled to the remedy described in Section 16 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller a per diem fee of \$100.00 per calendar day through and including the new closing date specified in the written extension. Purchaser and Seller acknowledge and accept that if a closing date extension is requested by the Purchaser, the full Earnest Money Deposit will be considered non-refundable. Purchaser agrees that it will not provide any instructions to the Closing Agent that are inconsistent with this Addendum and, in the event Purchaser does so, such instructions are null and void.
- 4. PRORATIONS: Seller and Purchaser agree to prorate the following expenses as of closing date: utility charges, water and sewer charges, fuel/heating oil (if applicable) real estate taxes and assessments, common area charges, co- operative fees, maintenance fees, and rents, including ground rents, if any. Rental payments will be prorated at closing date. Payment of homeowner's association or special assessments shall be prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit towards purchase price. However, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the property. In determining prorations, the closing date shall be charged to the Purchaser.
- 5. OCCUPANCY STATUS: In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing date Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller does not warrant that the Property will be vacant by the closing date and shall not be responsible for any eviction expenses incurred by the Purchaser. Seller does not warrant that the current tenant(s), if any, will continue to occupy the Property after closing date or enter into a new lease agreement with Purchaser. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing date. In the event that a current tenant is purchasing the Property, the existing rental agreement will remain in full effect and rents will be collected/prorated up to and including the closing date.

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6. **DELIVERY OF POSSESSION:** Seller shall deliver possession of the Property to the Purchaser upon the funding of the sale on the closing date; in accordance with local practices, laws and customs. Purchaser may not occupy the Property prior to closing date and funding, unless Purchaser is currently residing in the Property. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing date; the Purchaser will be in default of the Contract of Sale and Seller may terminate the Contract of Sale and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing date. Purchaser's Earnest Money Deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in Section 16 of this Addendum.

#### 7. **CONDITION OF PROPERTY:**

a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY; SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY. Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the closing date.

PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing date. Seller makes no representation or warranty as to whether the Property is connected to or served by public sewer, a water supply or legal ingress/egress access. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer, water supply, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement or representation is specifically waived, disclaimed, and rendered null and void.

Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.

b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are experts in the detection or remediation of mold, mildew, fungus, high-sulfur content building materials, such as drywall, illegal or industrial chemicals and substances and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property as per Section 8 of this Addendum, to inspect the Property for mold, mildew, fungus, high-sulfur content building materials, illegal or industrial chemicals and substances and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings; corrosion or deterioration of air handling equipment, electrical wiring, and other metal components; and structural components of the Property. Purchaser understands and acknowledges that, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among others things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents or contractors shall be liable for any claims or losses that Purchaser, Purchaser's family members, or persons occupying the Property as guests, tenants or licensees or Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus, high sulfur content building materials or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.

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Purchaser's Initials	Seller's Initials

- c. Every Purchaser of any interest in residential 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. The Seller of any interest in residential property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessment 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.
- d. Purchaser understands and agrees that the Property may contain local or state building code violations, liens, as well as violations of condominium association, homeowner's association or other community association rules, restrictions, covenants and bylaws that may or may not have resulted in fines or assessments. Seller disclaims knowledge or liability for any such violations, liens, fines or assessments and Purchaser agrees to accept the Property with all such violations, liens, fines or assessments except to the extent that such violations, liens, fines or assessments would conflict with Seller's obligation regarding title under Section 2.
- e. In a case of Risk of Loss, in the event of fire, destruction or other casualty of loss to the Property after the Seller's acceptance of this Addendum and prior to closing date, Seller is not obligated to repair or restore the Property back to its original condition. Purchaser shall elect to either; cancel the Contract of Sale and receive their Earnest Money Deposit back, or Purchaser and Seller shall negotiate remedies in order for Purchaser to accept the Property "AS IS." Seller will not assign any insurance proceeds to the Purchaser.

#### 8. INSPECTIONS AND DUE DILIGENCE RIGHT: CONTRACT CANCELLATION RIGHTS:

- a. Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property and conduct all desired, non-destructive tests, investigations and examinations of the Property as Purchaser deems appropriate within 2 calendar days upon the ratification of the Contract of Sale. Purchaser acknowledges that the above mentioned inspection contingency and property condition objections are waived if calendar days referenced in preceding sentence is zero. Seller shall not be required or obligated to expend any funds towards any home warranty contract, testing, treatment or repairs; including but not limited to natural hazard zone disclosure report (NHD), water testing, septic or private sewage disposal systems, domestic well testing, soil testing, mold testing, or radon testing unless otherwise stated. Seller is not obligated to provide any prior survey's obtained by Seller. Purchaser may obtain an appraisal or survey of the Property, order a search of title documents, homeowner's or condominium association records and other governmental and non-governmental records related to the Property, and conduct due diligence as to the insurability of the Property and types and amounts of insurance required or desired for the Property (e.g., flood, hazard, title, etc.). Purchaser should obtain all inspections and conduct all due diligence necessary to fully inform Purchaser if the Property is in a physical and legal condition materially different than when Purchaser made the offer to purchase the Property by executing the Contract of Sale. If the Seller has winterized the Property and the Purchaser desires to have the Property inspected, the Seller's listing agent will have the Property de-winterized prior to inspection and at the Seller's discretion, the Property will be re-winterized prior to the closing date. Seller shall not be obligated to pay for plumbing repairs in order to initiate water service to plumbing fixtures, and in such cases, a dry pressure test may be completed by the Purchaser at their expense.
- b. Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals with respect to the physical and legal status of the Property, to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. Purchaser shall provide Seller with reasonable notice of any inspections. In the event that inspection reveals material deficiencies that were not known to Purchaser at the time the Purchaser signed the Contract of Sale, Purchaser may cancel the Contract of Sale and the Earnest Money Deposit paid by Purchaser shall be returned to the Purchaser. To cancel in such event, Purchaser must provide Seller with written notice of cancellation within 2 business days after the expiration of the specified calendar days referenced in Section 8 (a); FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION SHALL BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY.

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Purchaser's Initials	Seller's Initials

- c. Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects. Any testing, treatment or repairs shall be at the expense of Purchaser unless otherwise stated.
- 9. **COMPLIANCE CERTIFICATES:** Seller does not warrant existing structure as to its habitability or suitability for occupancy. Purchaser is responsible for obtaining all permits, certificates and certifications required by the town and/or municipality, including but not limited to the following: smoke detector certificate, carbon monoxide certificate, certificate of occupancy or temporary certificate of occupancy, at Purchaser's sole cost and expense prior to the closing date.
- 10. **BULK SALES:** The Bulk Sale Provision of this Contract of Sale is omitted in its entirety as the Seller is selling the Property in the normal course of business and/or obtained title to the Property through foreclosure sale and thus this transaction is exempt from the applicable state Bulk Sales Law.
- 11. **REPAIRS:** Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed \$\$0.00. Required repairs will not be commenced on Property until after Purchaser has received final loan approval from their lender's loan underwriter AND Seller has provided written consent for the repairs. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the Earnest Money Deposit paid by the Purchaser. THE PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING DATE WITHOUT RECEIVING PRIOR WRITTEN CONSENT FROM SELLER.
- 12. **INDEMNIFICATION:** Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing date.
- 13. **SOLAR EQUIPMENT LEASE:** Purchaser and Seller have agreed that Purchaser shall transfer and assign to Seller all rights, title, and interest of Purchaser in and to the Solar Equipment Lease ("Lease"). In addition, Purchaser hereby assumes and agrees to observe and perform all of the obligations for the payments due under the Lease.

#### 14. CLOSING COSTS/CONCESSIONS:

- a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.
- b. Purchaser shall pay all of a Purchaser's customary closing costs (which shall include lender charges, survey, overnight and wiring fees, and any FHA/VA non allowables), except for Seller's contribution toward such closing costs. Seller is not a lender and cannot provide financing. The amount to be contributed by Seller toward closing costs shall not exceed \$0.00. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and prepaid expenses, survey and appraisal. In the event the total of closing costs are less than the amount of the Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 13 of this Addendum. If the Purchaser is the previous owner, they will be responsible to pay at closing: all taxes, utilities, HOA fees, recording fees and costs, wire fees, courier fees and Pyramid/Radian fees. If the Purchaser is the previous owner and chooses to use a broker, the Purchaser will be responsible to pay their brokers commission fees. If Purchaser is a current tenant, they will be responsible to bring and keep utilities current.
- c. The parties agree to the following with respect to the selection of a Closing Agent and title insurance agent:
  - i. Seller hereby notifies Purchaser that Purchaser has the right to make an independent selection of the Closing Agent and title insurance agent used in connection with the sale of the Property. Purchaser will be responsible for wire and courier fees if choosing to use their own Closing Agent and title insurance agent.

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- ii. If Purchaser agrees to use the Closing Agent recommended by Seller, then Seller agrees to pay for an owner's policy of title insurance from a title insurance agent of Seller's choosing. Seller will not be obligated to pay any portion of the cost of an owner's policy of title insurance if the Purchaser does not select the Closing Agent recommended by Seller or if prohibited by applicable local, state, or federal law.
- iii. Purchaser is required to purchase either an owner's or lender's policy of title insurance. However, the lender, if any, from which Purchaser obtains a mortgage may impose a requirement to purchase a lender's policy of title insurance upon Purchaser. Purchaser agrees it will contact its lender, if any, for more information if Purchaser has any questions regarding the obligation to purchase a lender's policy of title insurance.
- 15. TRANSFER TAXES/TAX STAMPS/HOA: Property taxes, mansion taxes, assessments and special assessments along with HOA assessment and HOA special assessments shall be prorated to the closing date. Purchaser is responsible for any and all transfer taxes, excise tax, recording fees (mortgage, deed, schedules/legal), and doc stamps pertaining to the transfer of title. Purchaser is responsible for all HOA packages, HOA document preparation fee, HOA attorney fees, HOA transfer fees, including private transfer fees, costs or assessments. Seller is not obligated to pay any assessments or special assessments for Property taxes or HOA prior to the closing date.
- 16. **DEFAULT/REMEDIES:** In the event that either party fails or refuses to proceed to closing for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda as it pertains to attorney review, inspection or finance contingency as Purchaser's obligation to close), Purchaser and Seller acknowledge and agree that the Purchaser's sole and exclusive remedy shall be the return of Purchaser's Earnest Money Deposit. Seller's sole and exclusive remedy shall be the retention of the Earnest Money Deposit held in accordance with this Contract of Sale or recovery of the Earnest Money Deposit held in accordance with this Contract of Sale. Seller shall retain this sum as compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to closing in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of Lis Pendens, and claims for monetary compensation including but not limited to benefit-of-a-bargain damages, lost profits, lost rental income, expenses incurred in preparing for closing and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity. It is further understood that the Earnest Money Deposit should neither be split nor retained by either real estate broker.
- 17. **ASSIGNMENT:** Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of the Contract of Sale.
- 18. PURCHASER'S REPRESENTATIONS: Purchaser represents that Purchaser shall deliver all pertinent documentation related to a corporation, limited liability company or trust if Property is being purchased by said corporation, limited liability company or trust. Pertinent documentation includes, but is not limited to, a copy of filed Articles of Incorporation and Certificate of Incorporation. These documents will be delivered to Seller along with fully executed Contract of Sale. Purchaser acknowledges that the use of a power of attorney (POA) will not be accepted by Seller. The representative purchasing the Property on behalf of the Corporation, Limited Liability Company or Trust must provide supporting documentation detailing representative as authorized signatory for said Corporation, Limited Liability Company or Trust.
- 19. **SURVIVAL:** Delivery of the deed to the Property by the Seller shall be deemed to be full performance and discharge of all the Seller's obligations under this Addendum. Notwithstanding anything to the contrary in this Addendum, any provision which contemplates performance or observance subsequent to any termination or expiration of this Addendum shall survive the closing date or termination of this Addendum by any party and continue in full force and effect.

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- 20. **REAL ESTATE COMMISSION:** The real estate commission shall be paid to the listing broker pursuant to the terms of the active Exclusive Authorization and Right to Sell Agreement. Purchaser and Seller acknowledge that commission is paid to Listing Broker as agreed to in the Exclusive Authorization and Right to Sell Agreement. Any agreements made outside of this Contract of Sale between the listing broker and selling broker are not to be made part of the Contract of Sale. No commission or fees will be paid to either Broker unless the closing is completed. Unless the property closes and funds, Seller will not be responsible to pay commmission to the Broker or any Brokers on the past contracts, the new contract will supersede. Brokers will split a Technology Fee plus sales tax fee as stated in Exhibit A of this Addendum. Purchaser and Seller accept and acknowledge that any Broker involved in this transaction wherein they are the Purchaser or affiliated with an entity gaining material interest will not be eligible to receive a commission or fees. Purchaser would then be responsible to pay the Technology Fee plus sales tax fee. If the Purchaser is a previous owner or tenant and does not have an agent representing them for closing, Purchaser will be responsible for the Technology Fee plus sales tax fee at closing. If the Purchaser is representing themselves as an agent, they will not be eligible to receive commission or fees. Purchaser will not be allowed to switch agents in order to receive a commission. If the Purchaser is the previous owner and chooses to use a Broker, the Purchaser will be responsible to pay their Brokers commission fees.
- 21. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.
- 22. <u>UNWRITTEN STATEMENTS:</u> Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract for Sale unless incorporated in writing into the Contract of Sale.
- 23. ALTERNATIVE DISPUTE RESOLUTION/MEDIATION: Purchaser and Seller agree that alternative dispute resolution and/or mediation shall be of no force or effect, and is hereby revoked. An Equitable Lien shall be of no force or effect, and is hereby revoked. No commission or fees will be paid to either Broker unless the closing is completed. Unless the property closes and funds, Seller will not be responsible to pay commission to the Broker or any brokers on the past contracts, the new contract will supersede.
- 24. TIME IS OF THE ESSENCE: CONTRACT. IT IS AGREED THAT TIME IS OF THE ESSENCE WITH REGARDS TO EXECUTION AND DELIVERY OF THE CONTRACT OF SALE. SELLER RESERVES THE RIGHT TO CONTINUE TO MARKET THE PROPERTY AND ACCEPT ANY CONTRACT OF SELLER'S CHOOSING PRIOR TO SELLER'S WRITTEN ACCEPTANCE OF A CONTRACT OF SALE AND RATIFICATION OF THE CONTRACT OF SALE.
- 25. **LEGAL FEES:** In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.
- 26. ATTORNEY REVIEW: Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding the Contract of Sale and all addenda, including this Addendum. Accordingly, the parties agree that the terms of the Contract of Sale and this Addendum are not to be construed against any party because that party drafted the document or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Contract of Sale or this Addendum.

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

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7 of 8

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# Exhibit A TECHNOLOGY FEE AGREEMENT

In connection with the use of the Pyramid Platform/Radian Technology system, a technology fee of \$400, plus sales tax, will be charged per transaction. This fee will be paid on the closing date in the following manner:

- 1. Listing Broker commission will be reduced by \$200.00, plus sales tax of 8.38 % in the amount of \$xxx Pyramid Platform technology fee
- 2. Selling Broker commission will be reduced by \$200.00, plus sales tax of 8.38 % in the amount of \$xxx, Pyramid Platform technology fee

Both Brokers acknowledge and agree to have the Pyramid Platform/Radian Technology fee deduced from their respective commissions at the closing for this transaction.

Listing Broker:
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Broker Firm:
Date:
Selling Broker:
Agent signature:
Print name:
Broker Firm:
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