



**Addendum to Purchase and Sale Agreement - Residential
(where Bank of America is seller in a fiduciary capacity)**

THIS ADDENDUM (this "Addendum") is dated effective as the date last signed below (the "Effective Date"), by and between Cushman & Wakefield U.S., Inc. ("CW") as agent for **Select seller** in **its/their** capacity as **Select account capacity Enter account name** (in such capacity, "Seller"), and **Enter purchaser name, Enter purchaser capacity (e.g. "a Florida LLC" or "a resident of North Carolina")** ("Purchaser").

RECITALS

WHEREAS, Seller has delegated to CW the authority to manage the Property (as defined below); and

WHEREAS, Seller and Purchaser desire to enter into a Residential Purchase and Sale Agreement of even date herewith (as amended, the "Purchase Agreement"), pursuant to which Seller agrees to sell, and Purchaser agrees to purchase, certain property more particularly described therein (the "Property"), and Seller and Purchaser desire to modify the Purchase Agreement as set forth in this Addendum. To that end, the terms in this Addendum take precedence and prevail over any conflicting provisions in the Purchase Agreement and no binding contract between the parties for the purchase and sale of the Property shall exist unless and until the Purchase Agreement and this Addendum are executed by all both Seller and Purchaser.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Limitation of Warranty.** The conveyance of the Property by Seller shall be made by a "special warranty" or "limited warranty" deed, or trustee's deed or personal representative's deed, or the substantial equivalent thereof in the state in which the Property is located. The only warranty of title, either express or implied, that shall be made by Seller in connection with such conveyance is the special or limited warranty of title made pursuant to such deed.

2. **Prorations.** The proration of all ad valorem real estate taxes, stormwater fees, utilities, and other similar amounts will be based upon the most current assessments of the same that are available as of the date of the settlement under the Purchase Agreement (for the purposes of this Addendum, the "Closing"), which prorations will be final at Closing for all purposes under the Purchase Agreement, it being agreed that there shall be no further proration or adjustment of the same following Closing.

3. **Change of Use; Taxes.** Purchaser shall be solely responsible for any rollback taxes, assessments, taxes, fees, levies or other charges that may be imposed by any governmental entity as a result of or in connection with any change of use or change of zoning of the Property upon or following Closing.

4. **Insurance.**

- a. Purchaser acknowledges that all property, liability, casualty, and other insurance coverage maintained or provided by or through Seller with respect to the Property shall terminate and cease as of the Closing, and that Purchaser must secure, at its sole expense, any and all necessary and desired insurance coverage effective as of the Closing.
- b. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND THE PROPERTY HARMLESS OF AND FROM ANY AND ALL LOSSES, LIABILITIES (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS OF COURT), DAMAGES, LIENS, CLAIMS (INCLUDING, WITHOUT LIMITATION, MECHANICS' OR MATERIALMENS' LIENS OR CLAIMS OF LIENS), ACTIONS AND CAUSES OF ACTIONS ARISING FROM OR RELATING TO PURCHASER'S (OR PURCHASER'S AGENTS, CONTRACTORS, EMPLOYEES, OR REPRESENTATIVES) ENTERING UPON THE PROPERTY TO TEST, STUDY, INVESTIGATE OR INSPECT THE SAME OR ANY PART THEREOF, WHETHER PURSUANT TO THIS SECTION OR OTHERWISE, OR ANY OTHER REASON, EXCEPT TO THE EXTENT ARISING SOLELY FROM THE GROSS NEGLIGENCE OF SELLER.
- c. Purchaser shall ensure that any of Purchaser's agents, contractors, employees, or representatives entering the Property maintain coverage as is i) required by statute rule or regulation and ii) customary or prudent within the agents', contractors', employees', or representatives' industry, but in all cases maintaining no less than the following: Workers' Compensation Insurance providing statutory benefits; General Liability Insurance \$1,000,000 limit per occurrence; Professional Errors & Omissions Insurance \$1,000,000 limit per occurrence (if professional services are being performed).
- d. Purchaser shall, at Owner or Owner Agent's request, furnish to Owner a certificate or endorsement from the insurance company issuing each policy evidencing the required coverage and, if requested, copies of the policies of insurance representing the required insurance coverage.

5. **AS IS, WHERE IS; RELEASE.**

a. EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, THE PROPERTY SHALL BE CONVEYED AT CLOSING, AND ACCEPTED BY PURCHASER, ON AN **"AS IS, WHERE IS, WITH ALL FAULTS"** BASIS, AND PURCHASER EXPRESSLY AGREES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER IN THE PURCHASE AGREEMENT (AS AMENDED), EXCEPT AS OTHERWISE SPECIFIED THEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT OR IN THE CLOSING DOCUMENTS DELIVERED THEREUNDER, SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS, WATER, SOIL AND GEOLOGY, OR THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, OR THE EXISTENCE

OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS); (II) THE TITLE TO THE PROPERTY, OR ANY RIGHT-OF-WAY, LEASE, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (III) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY. PURCHASER ACKNOWLEDGES THAT IT WILL INSPECT THE PROPERTY AND RELY SOLELY ON ITS INVESTIGATION OF THE PROPERTY AND NOT ON ANY OTHER INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER. PURCHASER FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR FOR SELLER WITH RESPECT TO THE PROPERTY IS PROVIDED WITHOUT ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND WITHOUT ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS THEREOF.

b. Purchaser, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, Seller and the other Seller Parties from any and all demands, claims, causes of action, losses, liabilities, damages, costs or expenses whatsoever, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical, environmental or other similar conditions on or about the Property, including without limitation as may arise under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and/or any other federal, state or local environmental, health or safety statutes, regulations, rules, ordinances or common law theories. Notwithstanding the foregoing, Seller acknowledges and agrees that the foregoing release does not (and shall not be construed to) apply to (i) a breach by Seller of any representations or warranties of Seller expressly set forth in the Purchase Agreement and arising during any survival period set forth in the Purchase Agreement, subject to the express terms thereof, or (ii) tort claims made by third parties with respect to the period prior to Settlement (other than those for which Purchaser is responsible under the express terms of the Purchase Agreement).

6. Lead-Based Paint Disclosure. THIS SECTION IS ONLY EFFECTIVE IN THE EVENT THE RESIDENTIAL DWELLING LOCATED ON THE PROPERTY WAS BUILT PRIOR TO 1978. Seller and Purchaser have each reviewed the information below and certify, to the best of their knowledge, that the information they have provided is true and accurate:

a. 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 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 buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

b. Seller's Disclosure. Seller hereby discloses the following with respect to the presence of lead-based paint and/or lead-based paint hazards (**check (i) or (ii) below**):

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

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

c. Seller's Records. Seller hereby discloses the following records and reports available to the Seller (**check (i) or (ii) below**):

- (i) _____ 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).

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

d. Purchaser's Acknowledgement. Purchaser hereby acknowledges and agrees as follows (**Purchaser to initial as applicable**):

- (i) _____ Purchaser has received copies of all information listed above.
- (ii) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (iii) Purchaser has (**check (A) or (B) below**):
 - (A) _____ 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
 - (B) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

7. Capacity of Parties; Disclaimer. Purchaser acknowledges and agrees that:

- a. Bank of America, N.A. (or any other fiduciary or other entity comprising or constituting "Seller" under the Purchase Agreement) is party to the Purchase Agreement (and this Addendum) solely in its fiduciary or representative capacity, and is not and shall not be personally bound or obligated under the Purchase Agreement or this Addendum except in such capacity, and except with respect to the Property. Notwithstanding anything to the contrary in the Purchase Agreement, all representations and covenants of "Seller" in the Purchase Agreement (and in this Addendum) are made and intended not as personal representations or covenants binding upon Seller personally or any other assets of Seller, but are made and intended for the purpose of binding only Seller's interest (as fiduciary) in the Property,

as the same may from time to time be encumbered. In no event shall Bank of America, N.A. or any of its affiliates, subsidiaries or divisions (including, without limitation, Merrill Lynch Pierce, Fenner and Smith, Inc., and/or Merrill Lynch Retirement Services), or any of its or their partners, shareholders, or members, or any of their officers, agents (including, without limitation, CW), employees or representatives (collectively, together with the Bank, the "Seller Parties"), ever be personally liable under or in connection with the Purchase Agreement (as amended).

- b. CW is executing this Addendum in its capacity as agent for Seller and not in any manner in its corporate or individual capacity, and that CW in its corporate or individual capacity, does not and shall not incur, directly or indirectly, any obligations or liabilities hereunder whatsoever.
- c. If for any reason whatsoever the fiduciary or other representative relationship of Bank of America, N.A. or any other Seller Party is terminated as to the Property at any time prior to the closing under the Purchase Agreement, the applicable Seller Party shall be authorized to convey and transfer its rights, title and interest in the Property and the Purchase Agreement to the successor trustee, beneficiary, devisee, legatee, or other appropriate successor or transferee, whereupon Bank of America, N.A. and the other Seller Parties shall be relieved of all obligations under the Purchase Agreement (as amended) and Purchaser shall thereafter look solely to the transferee for the performance of the obligations of Seller thereunder.

8. Representations and Warranties of Purchaser. Without limiting any of Purchaser's representations or warranties set forth in the Purchase Agreement, Purchaser further represents and warrants to Seller as follows:

- a. [Purchaser is and, at the time of Closing will be, a corporation, partnership, limited liability company, trust, or other type of business organization that is duly organized, validly existing, and in good standing under the laws of the state in which it was organized, and Purchaser is qualified to do business in the jurisdiction in which the Real Estate is located;]
- b. [Purchaser will have at the time of Closing taken all requisite action and obtained all requisite consents, releases, and permissions in connection with entering into the Agreement and the instruments and documents referenced herein or required under any covenant, agreement, encumbrance, law, or regulation with respect to the obligations required hereunder, and no consent of any other party is required for the performance by Purchaser of its obligations hereunder;]
- c. OFAC Matters. Purchaser (i) is not, and none of its partners, members, managers, employees, officers, directors, representatives or agents is, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or under any other law, rule, order, or regulation that is enforced or administered by OFAC (such persons and entities each being a "Prohibited Person"); (ii) is not acting, directly or indirectly, for or on behalf of any Prohibited Person; (iii) is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any Prohibited Person; and (iv) will not contract with or otherwise engage in any dealings or transactions or be otherwise

associated with any Prohibited Person. Purchaser agrees to defend, indemnify, and hold Seller and the other Seller Parties harmless from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

d. Conflicts of Interest. Purchaser is not (i) an employee, officer, director or Related Party (as hereinafter defined) of either Bank of America, N.A., or any affiliate or subsidiary thereof, or any other Seller Party; (ii) acting on behalf of, nor does Purchaser have any agreement, written or oral, under which the title to the Property would be transferred to, any employee, officer, director or Related Party of any Seller Party; and (iii) a person, entity or organization in which there exists such a connection or interest with any Seller Party that might affect the exercise of the best judgment of Bank of America, N.A. or such other Seller Party in selling the Property. As used herein, "Related Party" means (A) any person or entity who is, or within the previous twelve months has been, a director, officer, or employee (collectively, "Employee") of Bank of America, N.A. or any other Seller Party; (B) any spouse, parent, or member of the immediate family of any Employee; (C) any broker, agent, or contractor assisting Bank of America, N.A. or any other Seller Party in the management or disposition of the Property; (D) any person or entity directly or indirectly owning, controlling or holding the power to vote, five percent (5%) or more of the outstanding voting securities of Bank of America, N.A. or any other Seller Party, or any spouse, parent, or member of the immediate family of any person holding such securities; (E) any person or entity limited by any applicable state or federal law or regulation from purchasing property from any party comprising Seller because of conflicts of interest rules or restrictions, or otherwise; and (F) any affiliate, subsidiary, partner, partnership, venturer, or other entity directly or indirectly owned or controlled by any person or entity listed in any of clauses (A) through (E) above.

e. Tying Arrangements. Neither Seller nor any of its agents or representatives has made any requirement or suggestion that Purchaser seek financing or any other service from Bank of America, N.A. or any other Seller Party as a condition of the execution of the Purchase Agreement or the closing thereunder. Purchaser's decision, if any, to seek financing or any other service from Bank of America, N.A. or any other Seller Party is and was made strictly independently by Purchaser.

f. Bankruptcy. Purchaser has no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement, or other action under federal or state bankruptcy law is pending against or, to the best of Purchaser's knowledge, contemplated by Purchaser;

g. Litigation. To the best of Purchaser's knowledge, there is no litigation pending against Purchaser that could adversely affect Purchaser's ability to perform its obligations when and as required under the terms of the Agreement;

h. Anti-terrorism/Anti-Money Laundering. Neither Purchaser nor any of its respective constituent owners or affiliates currently are, or shall be at any time, in violation of any federal, state or local laws relating to terrorism or money laundering, including, without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56).

i. No Marijuana-Related/Illegal Proceeds. No amounts paid or to be paid hereunder were derived from a violation of any federal, state or local laws (including, without limitation, any laws governing the production, use or sale of hemp, marijuana or other cannabis product).

Purchaser acknowledges and agrees that the truth, completeness and accuracy of Purchaser's representations and warranties in the Purchase Agreement and Addendum are conditions precedent to the obligation of Seller under the Agreement to consummate the conveyance of the property. PURCHASER AGREES TO DEFEND, INDEMNIFY, AND HOLD SELLER AND THE OTHER SELLER PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES BY PURCHASER.

9. No Discriminatory Practices. Purchaser expressly acknowledges and agrees that the Property is and was offered for sale by or on behalf of Seller without respect to race, color, creed, sex, marital status, handicap, children, familial status, age, or national origin, or any other protected class under federal, state or local law, of Purchaser or any other party, and without limitation Purchaser agrees that Seller has complied in all respects with (i) the Fair Housing Act ("FHA"), 42 U.S.C. § 3601 et seq.; (ii) the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681; and (iii) the Servicemembers Civil Relief Act ("SCRA") 50 U.S.C. § 3901 et seq., and all equivalent or similar state and local laws.

10. Confidentiality. Purchaser shall not use any Client Information (as hereinafter defined) for any purpose unless and to the extent the same is expressly required for Purchaser's performance of its obligations under the Purchase Agreement (as amended hereby), and then only upon the prior written consent of Seller (the "Permitted Use"). Neither Purchaser nor any of its affiliates, or its or their officers, employees, agents or representatives (together, the "Purchaser Parties") shall disclose any Client Information to any other person or entity other than (i) to Purchaser's employees, to the extent required for the Permitted Use, provided each such party shall be bound by this Agreement, and (ii) to the extent required by law or by the order of a court having jurisdiction. Without limiting the foregoing, no Purchaser Party shall use any Client Information for marketing purposes, or give, sell or otherwise make any Client Information available to any other person or entity at any time except as expressly permitted above in this Section. This Section applies to all Client Information received or obtained by any Purchaser Party from any source, and regardless of how or when obtained. Without limiting the foregoing, Purchaser covenants to comply with all applicable laws, rules and regulations pertaining to any and all Client Information received or obtained by any Purchaser Party. For the purposes of this Section, "Client Information" means any and all documents or information belonging to, concerning or otherwise related to any client or customer of any Seller Party, including, without limitation, (i) names, (ii) social security, employer identification or other tax identification numbers, (iii) bank or other account numbers, (iv) property and financial holdings, and (v) tax and estate planning matters.

11. Costs. Purchaser agrees that all costs of closing not expressly imposed on Seller in the Purchase Agreement shall be paid by Purchaser. Seller shall pay all attorneys' fees incurred by Seller.

12. Miscellaneous. If any term of this Addendum shall, to any extent, be invalid or unenforceable, the remainder of this Addendum shall not be affected thereby, and each such term of this Addendum shall be valid and enforced to the fullest extent permitted by law. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and (with respect to Purchaser, permitted) assigns. Except as expressly modified by this Addendum, all terms and conditions of the Purchase Agreement are hereby ratified and remain in full force and effect and enforceable in accordance with their terms. This

Addendum shall be construed in accordance with the laws of the state in which the Property is located (provided, however, that if by its express terms the Purchase Agreement is governed by the laws of another state, then the laws of such other state shall govern), without regard to its choice of law principles. This Addendum may be executed in two or more counterparts, although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument. However this Addendum shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto, and shall have been delivered by each of the parties to each other. Each of the covenants, representations, warranties and acknowledgements of Purchaser hereunder shall survive the closing under the Purchase Agreement and the delivery and recordation of the deed. FOR AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS ADDENDUM AND/OR THE LISTING AGREEMENT (OR ANY EXHIBITS OR ADDENDA HERETO OR TO THE LISTING AGREEMENT), THE PARTIES AGREE THAT THE TERM "SHALL" AS USED IN THIS ADDENDUM AND/OR THE LISTING AGREEMENT (OR ANY EXHIBITS OR ADDENDA HERETO OR TO THE LISTING AGREEMENT) (OR ANY EXHIBITS OR ADDENDA HERETO) WILL NOT BE CONSTRUED AS PERMISSIVE, BUT AS ABSOLUTE, IMPERATIVE AND/OR MANDATORY.

13. Entire Agreement and Amendments. THE PURCHASE AGREEMENT, AS AMENDED BY THIS ADDENDUM, AND ALL EXHIBITS AND ADDENDA ATTACHED HERETO CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND NO SUBSEQUENT AMENDMENT OR AGREEMENT SHALL BE BINDING UPON EITHER PARTY UNLESS IT IS SIGNED BY EACH PARTY. No amendment with respect to the amount of commission or with respect to the time of payment of the commission, shall be valid or binding unless made in writing and signed by both Owner and Broker.

14. Time. Time is of the essence of the Agreement.

<Signatures follow on next page>

IN WITNESS WHEREOF, the parties have executed this Addendum.

SELLER:

CUSHMAN & WAKEFIELD U.S., INC. in its capacity as
agent for Seller

Name: _____
Title: _____
Date: _____

PURCHASER:

Enter purchaser name

Name: _____
Title: _____
Date: _____