

REAL ESTATE PURCHASE ADDENDUM

This Real Estate Addendum (“Addendum”) is to be made part of, and incorporated into, the _____ Contract for Sale and Purchase dated _____, 20__ (“Contract”) between _____ (“Seller”) and _____ (“Buyer”) for the Property and improvements located at the following address: _____ (“Property”), Buyer and Seller may each be referred to herein as a “Party” and collectively as the “Parties.” The terms and conditions contained in this Addendum shall, in all instances, supersede and govern over the terms and provisions contained in the Contract. The Contract, together with this Addendum, shall constitute and be referred to as the “Agreement.”

The Seller and the Buyer agree as follows:

A. LIMITATION OF SELLER’S LIABILITY AND BUYER’S WAIVER OF IMPORTANT RIGHTS:

1. Buyer understands and acknowledges that Seller has acquired the Property through foreclosure, deed-in-lieu of foreclosure, or similar process, Seller has never occupied the Property, and Seller has little or no direct knowledge about the condition of the Property. Buyer agrees that Buyer is buying the Property “as is” (as more fully set forth in section 2 of this addendum).

2. Notwithstanding any provision to the contrary in the Agreement, Seller’s liability and Buyer’s sole and exclusive remedy in all circumstances and for all claims, whether in contract, statutory or in tort, arising out of or relating in any way to the Agreement or the sale of the Property to Buyer including, but not limited to, Seller’s breach or termination of the Agreement, the condition of the Property, the size, square footage, liens or encumbrances, boundaries, or location of the Property, Seller’s title to the Property, the occupancy status of the Property, the size, square footage, boundaries, or location of the Property, any cost or expense incurred by Buyer in selling a current or prior residence or terminating a lease on a current or prior residence, obtaining other living accommodations, moving, storage or relocation expenses, or any other costs or expenses incurred by Buyer in connection with the Agreement (collectively, “Claims”) shall be limited to no more than: (i) return of Buyer’s earnest money deposit if the sale to Buyer does not close; or (ii) the lesser of Buyer’s actual damages or \$500.00 if the sale to Buyer closes.

3. Buyer shall not be entitled to a return of Buyer’s earnest money deposit if Buyer materially breaches the Agreement.

4. Buyer agrees that Seller shall not be liable to Buyer under any circumstances for any special, consequential, or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability), or any other legal or equitable principle, theory, or cause of action arising out of or related in any way to any claim, including, but not limited to, the aforementioned claims.

5. Any reference to a return of the Buyer’s earnest money deposit contained in the Agreement shall mean a return of the earnest money deposit, less any escrow cancellation fees applicable to the Buyer under the Agreement and less fees and costs payable for services and products provided during escrow.

6. At the Buyer’s request, to the fullest extent permitted by law the Buyer waives any claims that the Property is unique and the Buyer acknowledges that a return of its earnest money deposit can

adequately and fairly compensate the Buyer for all claims, upon return of the earnest money deposit to the Buyer, the Agreement shall be terminated, and the Buyer and the Seller shall have no further liability, obligation, or responsibility to each other in connection with the Agreement. If the sale to Buyer closes and Seller compensates Buyer as provided above for Buyer's actual damages (not to exceed \$500.00), if any, then the Buyer and the Seller shall have no further liability, obligation, or responsibility to each other in connection with the Agreement.

7. Seller's limitation of liability and Buyer's waivers provided in the Agreement are a material part of the consideration to be received by the Seller under the Agreement as negotiated and agreed to by the Buyer and the Seller.

8. The Buyer further waives the following, to the fullest extent permitted by law:

- a. All rights to file and maintain an action against the Seller for specific performance;
- b. Right to record a lis pendens against the Property or to record the Agreement or a memorandum thereof in the real Property records;
- c. Right to invoke any equitable remedy that would prevent the Seller from conveying the Property to a third party Buyer;
- d. Any claims arising from the adjustments or prorations or errors in calculating the adjustments or prorations that are or may be discovered after closing unless such claims are material and Buyer notifies Seller in writing of such claims within thirty (30) days of the closing date;
- e. Any remedy or any kind that the Buyer might otherwise be entitled to at law or equity (including, but not limited to, rescission of the Agreement), except as expressly provided in this addendum;
- f. Any right to a trial by jury in any litigation arising from or related in any way to the Agreement;
- g. Any right to avoid the sale of the Property or reduce the price or hold the Seller liable for any claims arising out of or related in any way to the condition, construction, repair, or treatment of the Property, or any defects, apparent or latent, that may not or hereafter exist with respect to the Property;
- h. Any claims arising out of or relating in any way to encroachments, easements, boundaries, shortages in area or any other matter that would be disclosed or revealed by a survey or inspection of the Property or search of public records; and
- i. Any claims arising out of or relating in any way to the square footage, size, or location of the Property, or any information provided on the multiple listing service, or brochures or web sites of Seller or Seller's agent or broker.

B. CONDITION OF PROPERTY:

1. The Buyer understands that the Seller acquired the Property by foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, or similar process, and consequently, the Seller has little or no direct knowledge concerning the condition of the Property. As a material part of the consideration to be received by the Seller under the Agreement as negotiated and agreed to by the Buyer and the Seller, the Buyer acknowledges that the Seller has no duty to undertake, or pay for, repairs to the Property, and Buyer agrees, to accept the Property, in “as is” condition at the time of closing, including, without limitation, any hidden defects or environmental conditions affecting the Property whether known or unknown, whether such defects or conditions were discoverable through inspection or not, and whether there exists any open permits. The Buyer acknowledges that the Seller, and its agents, broker, and representatives have not made, and the Seller specifically negates and disclaims, any representations, warranties, promises, covenants, Agreements, or guarantees, implied or express, oral or written, with respect to:

- a. The physical condition or any other aspect of the Property including, but not limited to, the structural integrity or the quality or character of materials used in construction of any improvements, availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, mold, drywall or any other matter affecting the stability or integrity of the Property;
- b. The conformity of the Property to any zoning, land use or building code requirements or compliance with any laws, statutes, rules, ordinances, or regulations of any federal, state or local governmental authority, or the granting of any required permits or approvals, if any, or any governmental bodies that had jurisdiction over the construction of the original structure, any improvements, and or any remodeling of the structure;
- c. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, including defects, apparent or non-apparent or latent, that now exist or may hereafter exist and that, if known to Buyer, would cause Buyer to refuse to purchase the Property; and
- d. The existence, location, size, or condition of any outbuildings or sheds on the Property.

2. Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in the Agreement as “Mold”) are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in young children, elderly persons, persons with immune system problems, allergies, or respiratory problems, and pets. Mold has also been reported to cause extensive damage to personal and real Property. Buyer is advised to thoroughly inspect the Property for Mold. Mold may appear as discolored patches or cottony or speckled growth on walls, furniture or floors, behind walls and above ceilings. Any and all presence of moisture, water stains, mildew odors, condensation, and obvious Mold growth, are all possible indicators of a Mold condition, which may or may not be toxic. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. Buyer acknowledges that, if Seller, or any of Seller’s employees, contractors, representatives, brokers, or agents cleaned or repaired the Property or remediated the Mold contamination, that Seller does not in any way warrant the cleaning, repairs, or remediation, or that the Property is free of Mold. Buyer is further advised to have the Property thoroughly inspected for Mold, any hidden defects, and/or environmental conditions or hazards affecting the Property. Buyer is also advised that all areas contaminated with Mold

should be properly and thoroughly remediated. Buyer represents and warrants that: (A) Buyer accepts full responsibility and liability for all hazards, and Claims that may result from the presence of Mold in or around the Property; (B) if Buyer proceeds to close on the purchase of Property, then Buyer has inspected and evaluated the condition of the Property to Buyer's complete satisfaction, and Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property; and (C) Buyer has not, in any way, relied upon any representations or warranties of Seller, or Seller's employees, officers, directors, contractors, representatives, brokers, or agents concerning the past or present existence of Mold or any environmental hazards in or around the Property.

3. During the time Florida was experiencing building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks. Buyer represents and warrants that: (A) Buyer accepts full responsibility and liability for all hazards, and Claims that may result from the presence of defective drywall on or in the Property; (B) if Buyer proceeds to close on the purchase of Property, then Buyer has inspected and evaluated the condition of the Property to Buyer's complete satisfaction, and Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of defective drywall in or around the Property; and (C) Buyer has not, in any way, relied upon any representations or warranties of Seller, or Seller's employees, officers, directors, contractors, representatives, brokers, or agents concerning the past or present existence of defective drywall in or around the Property.

4. In the event the Property is affected by an environmental hazard, including but not limited to, mold or Chinese drywall, either Party may terminate the Agreement. In the event the Seller decides to sell the Property to the Buyer and the Buyer agrees to purchase the Property (as evidenced by Buyer and Seller proceeding to close) despite the presence of an environmental hazard, the Buyer releases the Seller and the Indemnified Parties from any Claims arising out of or relating in any way to the environmental hazard or conditions of the Property, and Buyer agrees to also execute an additional general release at closing, in a form acceptable to Seller, related to the environmental hazard if Seller so requests. In the event the Buyer elects not to execute the additional release, Seller may, at the Seller's sole discretion, terminate the Agreement upon notice given to Buyer.

5. Buyer agrees to accept the Property subject to any violations of any building codes or ordinances, whether known or unknown, including any liens or code enforcement actions arising as a result thereof, and Buyer shall be responsible for compliance with the applicable code and with orders issued in any code enforcement proceedings and the satisfaction or removal of any lien or encumbrance arising as a result thereof. Buyer agrees to execute for closing any and all documents necessary or required by any agency with jurisdiction over the Property and to resolve the deficiencies as soon as possible after the closing.

6. **Seller shall not be responsible to: (i) make any repairs to the Property; (ii) perform or pay for any surveys of the Property; (iii) remedy any violations including, but not limited to, violations of any building codes or ordinances; (iv) conduct any lien searches or pay to satisfy any liens or assessments; (v) close out any permits or pay to close out any permits. The resolution and payment of all liens or assessments shall be the responsibility of the Buyer.**

7. The closing of this sale shall constitute acknowledgement by the Buyer that Buyer had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Buyer at the time of closing. The Buyer agrees that Seller

shall have no liability for any Claims that the Buyer or the Buyer's successors or assigns may incur as a result of construction or other defects that may now or hereafter exist with respect to the Property.

8. The Seller may be exempt from filing a disclosure statement regarding the condition of the Property because the Property was acquired through foreclosure, deed-in-lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. To the fullest extent allowed by law, Buyer waives any right to receive a disclosure statement from Seller, and Buyer agrees to execute a separate waiver, in a form acceptable to Seller, if the law requires the waiver to be in a separate form.

C. DEED:

The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title that grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quitclaim or Bargain and Sale Deed). Any reference to the term "deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed.

D. REPRESENTATIONS AND WARRANTIES:

1. In addition to Buyer's representations and warranties made elsewhere herein, Buyer represents and warrants to the Seller the following:

- a. The Buyer is purchasing the Property solely in reliance on its own Investigation and Inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents, or assigns, including, but not limited to, any information provided on any brochures or web sites of Seller or Seller's agents or brokers, or any information on the Multiple Listing Service;
- b. Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or express, relating to the condition of the Property or the contents thereof, except as expressly set forth in this Addendum;
- c. The Buyer has not relied on any representation or warranty from the Seller, or Seller's agents or brokers regarding the nature, quality or workmanship of any repairs made by the Seller;
- d. The Buyer will not occupy, or cause or permit others to occupy, the Property prior to closing and funding, and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, Buyer will not occupy or cause or permit others to occupy the Property after closing.

E. SURVIVAL:

1. Delivery of the deed to the Property to the Buyer by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under the Agreement.

2. Notwithstanding anything to the contrary in the Agreement, the provisions of Sections 1, 2, and 4 of this Addendum, as well as any other provisions that contemplate performance or observance subsequent to any termination or expiration of the Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of the Agreement by any Party and such provisions shall continue in full force and effect.

F. TITLE, PRORATIONS AND CLOSING:

1. The providers of title and escrow/closing shall be designated by _____, and _____ shall pay for Standard ALTA Owners policy of title insurance, the title commitment, all title searches and all other charges related thereto which Owners Title Policy shall be subject to the Standard Exceptions. Seller shall pay the costs associated with the recording of any curative documents. Buyer shall pay all costs and charges related to any lender policy and financing.

2. Real Estate Taxes on the Property shall be prorated through the day before closing and all prorations are final.

3. Delinquent or past due Homeowner's or Condominium Association dues and assessments shall be paid by Seller, provided however, Homeowner's or Condominium Association dues and assessments due for the month of closing shall be prorated.

4. Documentary Stamp Taxes, Surtax, if applicable, and recording fees due in connection with the Deed shall be paid by Buyer.

5. Notwithstanding anything contained herein to the contrary, Seller shall not be responsible for the payment of any permit related charges, survey charges, lien search charges, outstanding water, sewer, waste or other utility charges or any other charges on the Property, or for the payments of any liens or assessments of any kind. This provision shall survive closing.

6. Notwithstanding anything contained in this Contract (including this Addendum) to the contrary, Seller shall not be obligated to: (i) remove any exception to title; (ii) bring any action or proceeding or to bear or expense to convey title to the Property; (iii) satisfy any liens, either pending, recorded or unrecorded; or (iv) make title marketable or insurable.

7. If the Buyer raises any objection to the Seller's title to the Property in accordance with the terms of the Contract, the Seller shall have the right to, within twenty (20) days of receipt of written notice of same, to either:

(a) notify Buyer that it has elected not to cure or eliminate same, whereupon, Buyer shall have the option, as its sole remedy, for a period of five (5) days to either: (i) terminate this Agreement by giving written notice thereof to Seller and Escrow Agent, in which event all earnest money deposits made hereunder shall be returned to Buyer and the parties shall be relieved of all further obligations under this Agreement (except those which, by their terms, survive termination of the Contract); or (ii) accept title subject to such defects or without reduction in the Purchase Price. The failure of Buyer to exercise either option within such five (5) day period shall be deemed to be an election to terminate this Agreement in accordance with F(7).(a)(i) herein; or

(b) notify Buyer that it has elected to extend the closing date for a period of up to sixty (60) days during which time Seller may attempt to correct or cure such matters though reasonable

efforts as Seller, in its sole and absolute discretion, determines or to obtain title insurance, if available, for affirmative coverage for such title objection, whereupon the Buyer shall close. In the event that during such sixty (60) day extension period Seller determines that it is unable or unwilling to cure or eliminate such objection, it will notify Buyer of same, whereupon, Buyer shall have the option, as its sole remedy, for a period of five (5) days to either: (i) terminate this Agreement by giving written notice thereof to Seller and Escrow Agent, in which event all earnest money deposits made hereunder shall be returned to Buyer and the parties shall be relieved of all further obligations under this Agreement (except those which, by their terms, survive termination of the Contract); or (ii) accept title subject to such defects or without reduction in the Purchase Price. The failure of Buyer to exercise either option within such five (5) day period shall be deemed to be an election to terminate this Agreement in accordance with F(7).(b)(i) herein. No undertaking on the part of the Seller to cure or eliminate any title matter shall impose, or be construed to impose, any obligation upon Seller to remove same.

8. Seller shall not be responsible to cure any title defects. In the event the Property has a title defect or lien, Buyers sole remedy shall be the right to terminate the Contract and receive a return of the Deposit.

G. SEVERABILITY:

If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired thereby, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

H. TERMINATION OF AGREEMENT:

If either Party terminates the Agreement which permitted to do so, the Parties shall have no further obligation to each other, except as to any provision that such survives the termination of the Agreement.

I. ASSIGNMENT OF AGREEMENT:

The Buyer shall not assign the Agreement. The Seller may assign the Agreement at its sole discretion without prior notice to, or consent of, the Buyer.

J. MODIFICATION AND WAIVER:

No provision, term or clause of the Agreement shall be revised, modified, amended or waived, except by an instrument in writing signed by the Buyer and the Seller. The waiver by any Party of a breach of the Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No course of dealing between the Parties shall operate as a waiver of any provision of the Agreement.

K. RIGHTS OF OTHERS:

The Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a Party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

L. COUNTERPARTS AND FACSIMILE:

The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. A signed facsimile or photocopy of the Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed Agreement for all purposes, including all matters of evidence and the “best evidence” rule.

M. HEADINGS:

The titles to the sections and headings of various paragraphs of the Agreement are placed for convenience of reference only, and in case of conflict the text of the Agreement, rather than such titles or headings, shall control.

N. GENDER:

Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include a plural of such nouns or pronouns, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.

O. FORCE MAJEURE

Except with respect to the payment of money, no Party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such Party through use of alternate sources, workaround plans, or other means.

P. ATTORNEY REVIEW:

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

Q. NOTICES:

1. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given by any of the following methods: (i) when received, if personally delivered, or (ii) when received, if transmitted by telecopy or electronic mail, provided the same is received on a Business Day during normal business hours and otherwise on the next Business Day after receipt; (iii) the Business Day after it is sent if sent for next Business Day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); (iv) upon receipt or refusal of delivery, if sent by certified or registered mail, return receipt requested; or (v) five (5) calendar days after mailing by first class mail; postage paid.

2. All notices to the Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller’s listing broker or agent or Seller’s attorney, at the address or fax number shown

below. All notices to the Buyer shall be deemed sent or delivered and effective when sent or delivered to the Buyer or the Buyer's attorney or agent at the address or fax number shown below.

R. TIME:

Time shall be of the essence of this Contract. All time periods shall be computed in calendar days. If any date set forth for the performance of any obligation hereunder or for delivery of any instrument or notice shall be on a Saturday, Sunday or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next business day following same. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Florida for observance thereof. As used herein, the term "business day" means any day other than a Saturday, Sunday or legal holiday.

S. EFFECT OF ADDENDUM:

1. THIS REAL ESTATE PURCHASE ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND, IF APPLICABLE, ESCROW INSTRUCTIONS. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED AND MADE A PART OF THE AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW.

2. The undersigned, if executing the Agreement on behalf of a Seller and/or a Buyer that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into the Agreement and bind the entity to perform all duties and obligations stated in the Agreement and shall provide Seller with proof of such authority upon execution of the Agreement.

T. INITIALS:

Buyer and Seller agree to all of the terms in the Agreement whether any provision or page is separately initialed or not. The failure by Buyer or Seller to initial any section, provision, or page in the Agreement shall not affect the enforceability of any term or provision in the Agreement.

U. ENTIRE AGREEMENT:

The Agreement (including any disclosure of information on lead based paint or hazards, and other disclosure forms or notices required by law to be provided to Buyer) constitutes the entire Agreement between the Buyer and the Seller concerning the subject matter hereof and supersedes all previous written and oral communications, understandings, representations, warranties, covenants, and Agreements. Further, Buyer and Seller represent that there are no oral or other written Agreements between the Parties. ALL NEGOTIATIONS ARE MERGED INTO THE AGREEMENT, AND NO ORAL OR WRITTEN, EXPRESS OR IMPLIED, PROMISES, REPRESENTATIONS, WARRANTIES, COVENANTS, UNDERSTANDINGS, COMMUNICATIONS, AGREEMENTS, OR INFORMATION MADE OR PROVIDED BY THE SELLER, OR SELLER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR BROKERS, INCLUDING, BUT NOT LIMITED TO ANY INFORMATION ON SELLER'S OR SELLER'S AGENT OR BROKER'S WEB SITES, SALES BROCHURES, OR ON THE MULTIPLE

LISTING SERVICE SHALL BE DEEMED VALID OR BINDING UPON THE SELLER, UNLESS EXPRESSLY INCLUDED IN THE AGREEMENT.

V. ATTORNEYS' FEES, COURT COSTS AND LEGAL EXPENSES:

In any action or proceeding arising out of, brought under, or relating to the terms or enforceability of the Agreement, the prevailing Party shall be entitled to recover from the losing Party all reasonable attorneys' fees, costs, and expenses incurred in such action or proceeding.

W. LANGUAGE IN BOLD OR CAPITALIZED:

FOR EMPHASIS AND BUYER'S BENEFIT, SOME PROVISIONS HAVE BEEN BOLDED AND/OR CAPITALIZED (LIKE THIS SECTION), BUT EACH AND EVERY PROVISION IN THIS ADDENDUM IS SIGNIFICANT AND SHOULD BE REVIEWED AND UNDERSTOOD. NO PROVISION SHOULD BE IGNORED OR DISREGARDED BECAUSE IT IS NOT IN BOLD, OR EMPHASIZED IN SOME MANNER, AND THE FAILURE TO BOLD, CAPITALIZE, OR EMPHASIZE IN SOME MANNER ANY TERMS OR PROVISIONS IN THIS ADDENDUM SHALL NOT AFFECT THE ENFORCEABILITY OR ANY TERMS OR PROVISIONS.

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IN WITNESS WHEREOF, the Buyer and the Seller have entered into the Agreement effective as of the date it is executed by Seller as set forth below.

BUYER(S):

Name: _____
Title: _____
Date: _____

Tel.: ____:_____ _____
Fax: _____
E-Mail: _____

SELLER:

Name: _____
Title: _____
Date: _____

Tel.: _____
Fax: _____
E-Mail: _____

BUYER'S AGENT:

Name: _____
Title: _____
Date: _____

Tel.: ____:_____ _____
Fax: _____
E-Mail: _____
Commission: _____

SELLER'S AGENT:

Name: _____
Title: _____
Date: _____

Tel.: _____
Fax: _____
E-Mail: _____
Commission: _____

BUYER'S ATTORNEY:

Name: _____
Address: _____
Tel.: _____
Fax: _____
E-Mail: _____

SELLER'S ATTORNEY:

Name: _____
Address: _____
Telephone: _____
Fax: _____
E-Mail: _____

CLOSER:

Company Name: _____
Contact Person: _____
Telephone: _____
Fax: _____
E-Mail: _____

TITLE COMPANY:

Company Name: _____
Contact Person: _____
Telephone: _____
Fax: _____
E-Mail: _____