

Seller's Addendum

1. Items of personal property are not included in this sale. Seller makes no representation or warranty, oral or written, express or implied, as to the condition of personal property, title to personal property or whether any personal property is encumbered. Any personal property on the Property may be subject to third-party claims and may be removed. Buyer agrees that Seller shall not be liable for any claim or loss related to personal property. Buyer assumes responsibility for any items remaining after closing. No Bill of Sale will be delivered at closing. Buyer shall hold Seller, its respective future, present and former parent companies, both direct and indirect, subsidiaries, partnerships, joint ventures, shareholders, directors, sureties, agents, employees, attorneys, insurers, representatives, members, managers, officers, affiliates, successors and assigns harmless from any claims or damages arising post-title transfer.
2. Except as required by law, the Property is sold "As-Is, Where-Is," without no warranties or representations, express or implied. Upon the closing and title transfer, Seller shall have no further obligations. Buyer assumes all post-closing responsibilities and liabilities.
3. Seller shall deliver a Special Warranty Deed or local equivalent. Seller will not provide a Warranty Deed or General Warranty Deed. Buyer acknowledges Seller may not hold record title as of the Effective Date. However, Seller shall obtain title and convey ownership in accordance with the Agreement. Closing is subject to Seller's lender approval to release existing liens. Seller is not liable for any closing delays or Buyer's related costs in connection with such release.
4. Seller will not provide a survey of the Property.
5. Seller makes no warranties regarding HOA bylaws or restrictive covenants. Any rental or occupancy disclosures are informational only. Buyer assumes full responsibility for confirming intended use and any violations. Buyer agrees to indemnify and defend Seller from claims related to Buyer's use or covenant violations. This obligation survives closing.
6. Buyer shall transfer all utilities immediately after taking title.
7. If the Agreement includes repair contingencies, Buyer forfeits the earnest money if they terminate after work begins, subject to applicable law.
8. Escrow is authorized to prepare a combined ALTA settlement statement / closing disclosure. Buyer acknowledges that Seller may have paid property taxes and HOA dues for up to a year or more in advance and shall credit Seller accordingly. Real property taxes shall be prorated as of closing using the most recent valuation, are final, and will not be re-prorated after closing. Closing will not be scheduled on the final business day of a month, quarter, or year. Notwithstanding any other timeframes set forth herein, Seller shall have six (6) business days to review closing package, including the settlement statement and deed. Buyer and Escrow shall cooperate in good faith to meet this timeline. Seller's counsel, at Seller's expense, will draft seller-side documents ("Seller Closing Documents"), regardless of who administers the Closing. Buyer and escrow shall reasonably cooperate with Seller's counsel to finalize and execute the Seller Closing Documents.
9. Buyer shall ensure all funds are deposited in escrow and available by the Closing Date. Seller's net proceeds shall be disbursed on closing or as soon thereafter as permitted by funding, recording, and state law requirements.
10. Buyer must obtain Seller's written consent to change lender or financing type. Seller will not consider seller financing or loan assumptions.
11. Neither party may assign this Agreement without the other's written consent, which may be withheld, provided Seller may assign to any affiliated entity under common or partial ownership or control, with five (5) days' notice to Buyer and Escrow
12. Notwithstanding anything to the contrary in the Agreement, Buyer expressly waives the right to seek specific performance. Buyer's sole remedy for Seller's default under this Agreement shall be return of the earnest money.

- 13. This Agreement shall bind and benefit the parties and their heirs, successors, and assigns.
- 14. No provision of this Addendum shall be revised or modified except by written agreement. If inconsistent with the Agreement, this Addendum governs. If any provision is invalid, illegal, or unenforceable, the remaining provisions remains in effect. Any waiver, release, or indemnity shall be enforced to the maximum extent permitted by law.
- 15. This Addendum may be signed in counterparts. Electronic signatures have the same effect as originals under the E-SIGN Act (15 U.S.C. §7001 et seq.).
- 16. **Texas & South Carolina Only:** A minimum \$300.00 Option/Termination Fee is required with this Agreement.
- 17. **Arizona Only:** The Seller may assign the contract to an internal affiliate, owned by the same parent company, which qualifies as a wholesale Seller under Arizona law. If the seller owns six or more properties in the subdivision, Arizona law requires a Public Report to be provided. Buyers must sign and submit the Public Report receipt with their offer.

Buyer Date

Buyer Date

Seller Date