

- In most cases, Homeward prefers Seller Credits in lieu of repairs.

HOMeward SALE CONTRACT ADDENDUM

to

the One to Four Family Residential Contract (the "Contract")
between the undersigned parties concerning property at
387 De Coster Blvd, Alvin, TX 77511

(the "Property")

Capitalized terms used in this Addendum (this "**Addendum**") shall have the same meaning ascribed to such terms in the Contract to which this Addendum is attached. To the extent there are any inconsistencies between the terms of this Addendum and the Contract to which it is attached, the terms of this Addendum shall control.

1) **LICENSE HOLDER DISCLOSURE.**

Seller, Homeward, Inc., Homeward Real Estate LLC, Homeward Mortgage LLC, and Homeward Title, LLC are all affiliates of each other and may share costs and fees. Homeward Real Estate LLC is a licensed real estate broker in the state of Texas (License #9007047).

2) **OPTION PERIOD.**

The following sentence is added to the end of Section 5(B) of the Contract: "Notwithstanding anything to the contrary in this paragraph, if the last day of the Option Period falls on a Saturday, Sunday, or federal holiday, the Option Period is extended until the next day that is not a Saturday, Sunday, or federal holiday."

3) **THIRD PARTY REPORTS.**

It is agreed and understood that Seller is providing any and all reports, studies, surveys, or investigations of the Property on an "AS-IS" basis, and Seller shall have no responsibility or liability for the contents of such reports, studies, surveys, or investigations. All such reports, studies, surveys, and investigations provided by Seller to Buyer in connection herewith are provided solely to accommodate Buyer's requests for them. If such reports, studies, surveys, and investigations are found to misrepresent facts or otherwise to be in error in any way, Buyer waives any and all such claims against Seller. The terms and provisions of this paragraph shall expressly survive the closing and not merge therein.

4) **TAX PRORATION.**

Notwithstanding anything to the contrary in the Contract, Buyer and Seller hereby agree and instruct the escrow agent that if Seller acquired the Property during the current tax year, the property tax credits shall be calculated by taking into account

any and all tax exemptions on the Property for the prior owner (i.e., the party who sold the Property to Seller) for the time period that the prior owner owned the Property during the current tax year.

5) **PREQUALIFICATION WITH HOMEWARD MORTGAGE.**

Seller requires Buyer to submit a request for and obtain a mortgage prequalification with Homeward Mortgage LLC ("**Homeward Mortgage**") at least one day before the end of the Option Period. The mortgage prequalification process requires a phone conversation between the Buyer and a Homeward Mortgage representative to discuss financing terms and qualifications. A full application and hard credit pull is not required to complete the prequalification. Buyer will use its best efforts, including furnishing all information to Homeward Mortgage upon request. If Buyer does not get prequalified approval with Homeward Mortgage at least one day before the end of the Option Period, Seller shall have the right, in its sole discretion, to terminate the Contract by providing written notice to Buyer of such termination before the expiration of the Option Period. If the Contract is terminated by Seller as described in this section, Buyer will be entitled to a reimbursement of their earnest money deposit. Buyer is permitted to obtain a loan prequalification from other lenders.

Notwithstanding the foregoing, Seller may, in its sole discretion, waive the prequalification requirement if Buyer is purchasing with all cash and provides proof of funds acceptable to Seller in its sole discretion. Seller's waiver of the prequalification requirement will be effective only when Seller or Seller's agent notifies Buyer or Buyer's agent of such waiver in writing.

Homeward Mortgage will offer special financing incentives to qualified buyers. However, Buyer is not required to use Homeward Mortgage for Buyer's home loan or Homeward Title for title insurance or escrow services as a condition for settlement of Buyer's loan on or Buyer's purchase of the Property. Seller has provided to Buyer Affiliated Business Arrangement Disclosure Statements notifying Buyer of the business relationship between Seller, Homeward, Inc., Homeward Mortgage and Homeward Title and Buyer acknowledges receipt of the same.

This Addendum has not been approved by the Texas Real Estate Commission (the "**Commission**") and is not a mandatory Texas Real Estate Commission form. It has been prepared by Hajjar Peters, LLP to be used by Homeward, Inc. (and its affiliates) to amend a One to Four Family Residential Contract for the sale of real estate. This Addendum makes certain modifications to the Contract, including, but not limited to: (a) modifying the expiration date of the option period, and (b) requiring Buyer to get prequalified with Homeward Mortgage LLC and providing Seller rights to terminate related to the same. The Commission's rules prohibit real estate license holders from giving legal advice.

[Signatures follow this page]

IN WITNESS WHEREOF, this Addendum is hereby entered into by the undersigned effective as of the date this Addendum is signed by all of the parties.

SELLER:

Purchasing Fund 2023-2, LLC

By: _____

Date:

Name:

Title:

BUYER:

Name: _____

Date:

Name: _____

Date:

IMPORTANT NOTICE FROM THE HOMEWARD COMPANIES: PRIVACY AND COMMUNICATION CHOICES FOR CONSUMERS ABOUT AFFILIATE INFORMATION SHARING AND USE

Buyer is providing contact information below and other personal information to Seller in connection with this Contract and the purchase of the Property. Seller and its affiliates (such as the Homeward title, mortgage, and real estate companies) also may later collect additional information from and about Buyer as part of Buyer's proposed transaction(s) with such persons. This notice refers to Seller and its Homeward affiliates as the "Homeward Companies."

Privacy Choices About Affiliate Information Sharing and Use

Seller and Homeward Mortgage will share with each other the contact and other personal information (current and future) that they obtain from and about Buyer so they may offer Buyer additional products and services. Buyer is not required to allow this sharing and usage. However, if Buyer would like to proceed with the purchase of the Property, Buyer must allow this sharing and usage. If choosing to proceed and allow this sharing and usage, Buyer must initial their consent on the signature page below.

Communication Authorization

In addition, Homeward Mortgage would like to contact Buyer to discuss the prequalification process along with the products and services offered by Homeward Mortgage. Homeward Mortgage thus seeks Buyer's consent to contact Buyer (itself or via a third party on its behalf) via telephone (landline or mobile device), text message (including SMS and MMS) (data rates and charges may apply), or email to communicate about these services. These communications may be made using an automatic telephone dialing system and/or artificial or prerecorded voice messages.

By providing their initials and completing the contact information on the signature page below, Buyer is expressly authorizing Homeward Mortgage to deliver or cause to be delivered to Buyer communications in the manner described above at the number(s) and/or email address(es) provided on the signature page below, even if Buyer's telephone number is registered with Homeward Mortgage's or any state or national Do-Not-Call list.

Buyer understands that Buyer is not required to provide the authorization and consent in this Communication Authorization paragraph, and it is not a condition to purchase any property, goods, or services. However, if Buyer does not provide the authorization and consent in this Communication Authorization paragraph, Homeward Mortgage will not be able to contact Buyer, so Buyer will be responsible for reaching out to Homeward Mortgage at (512) 368-9181 to start the prequalification process. As provided in the Homeward Sale Contract Addendum, if Buyer does not get prequalified with Homeward Mortgage at least one day prior to the end of the Option Period, Seller shall have the termination rights described in the Homeward Sale Contract Addendum.

Revocation Options and Other Important Information

By expressly authorizing these communications, Buyer acknowledges that Buyer's consent is valid until Buyer revokes it. **Buyer can revoke Buyer's consent for information sharing and usage and/or communications at any time by calling Homeward, Inc. at (512) 956-5087 or emailing Homeward, Inc. at hello@homeward.com and requesting such revocation.** Homeward Companies may continue to share certain Buyer information or contact Buyer as permitted by applicable law, even if Buyer revokes their consent as described in this paragraph (e.g., Homeward Mortgage may communicate with Seller and its affiliates

about the status of Buyer's prequalification and any other information Homeward Mortgage receives from Buyer in connection with such prequalification). Buyer also understands that Buyer is not required to use or purchase any of the products or services offered by an affiliate of Seller as a condition of conducting business with the Seller.

Buyer's Consents and Authorizations

Initial Here: _____ Privacy Choices About Affiliate Information Sharing and Use: By providing their initials, Buyer is expressly authorizing Seller and Homeward Mortgage to share all of Buyer's personal and financial information with each other in connection with the prequalification process and to be able to market additional products and services to Buyer. See the Privacy Choices About Affiliate Information Sharing and Use section above for information about this authorization.

Initial Here: _____ Communication Authorization: By providing their initials, Buyer is expressly authorizing Homeward Mortgage to contact Buyer at the phone number(s) and email address below. See the Communication Authorization section above for information about this authorization.

Buyer's Phone Number (Landline): _____

Buyer's Phone Number (Mobile Device): _____

Buyer's Email Address: _____

Buyer's Signature: _____

Date: _____

Buyer's Signature: _____

Date: _____