

CitiFinancial Mortgage Company, Inc. (CitiFinancial Mortgage or "Seller")

Addendum to Contract for Sale

THIS ADDENDUM TO THE CONTRACT FOR SALE BETWEEN THE UNDERSIGNED PARTIES CONCERNS THE PROPERTY LOCATED AT:

County:

City:

State:

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR PART WITH THE TERMS OF THE CONTRACT FOR SALE TO WHICH IT IS ATTACHED, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS ADDENDUM WILL CONTROL UNLESS SUCH PROVISIONS ARE CONTRARY TO ANY LAWS OR OTHER APPLICABLE LEGAL PROHIBITIONS, IN WHICH CASE THE CONTRACT SHALL GOVERN ONLY TO THE LIMITED EXTENT NECESSARY FOR COMPLIANCE WITH THE SAME.

1. The closing shall be conducted by and take place at the offices of Seller's attorney or agent or Title Company set forth below or at a place designated and approved by Seller, unless otherwise required by applicable law, on or before _____, 2_____, or within five (5) days of loan approval by lender, whichever is earlier ("Closing Date"), unless such Closing Date is extended by the parties under the terms of this Addendum. Subject to the following provisions extending the Closing Date, if either party fails to close this sale by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies provided for in this Contract immediately and without notice. Buyer may request an extension of the Closing Date by giving Seller at least seven (7) calendar days prior written notice of such request. Such request must be accompanied by an extension fee payable in good funds in the sum of \$ 100.00 per day for each day of the requested extension. Buyer shall not receive a credit against the Purchase Price for the extension fee payable hereunder. However, should the Closing not occur on any such extended Closing Date because of the failure or default of Seller in the performance of Seller's obligations in accordance with the Contract and this Addendum, Buyer shall be entitled to a refund of such extension fee as well as any deposit made by Buyer. Should the Closing not occur on the Closing Date or any such extended Closing Date because of the failure or default of Buyer in accordance with the Contract and this Addendum, Seller shall be entitled to retain such extension fee and any such deposit made by Buyer as liquidated damages pursuant to the provisions of paragraphs 13 and 15. The Seller or Seller's representative is to be notified immediately if the Closing is delayed for ANY reason. **Time is of the essence in this Contract and Addendum**

BUYER AND SELLER TO INITIAL ALL APPLICABLE ITEMS BELOW:

2. **REPAIRS AND REPORTS:**

BUYER SELLER

- ___ ___ A. Seller requires Buyer to have all inspections completed within 5 working days from the effective date of the Contract for Sale, to which this addendum is attached. In areas where certificates of occupancy inspections are required, it shall be the responsibility of the Buyer to authorize and initiate such inspections. Seller's responsibility for repairs shown to be required by Buyer's inspections, lender's inspections, certificate of occupancy inspections, or required as a condition of the FHA/VA commitment, shall not exceed \$ _____. If the required repairs exceed this amount and Seller does not elect to pay for such additional repairs, then Buyer, at Buyer's option, may elect either to pay for the additional repairs above Seller's responsibility, or terminate said Contract for Sale, at which time it shall be NULL and VOID, and Buyer shall be entitled to all earnest money paid hereunder.
- ___ ___ B. Buyer accepts property in "AS IS" condition. No repairs are required of Seller. Buyer has read, acknowledges and understands paragraph 5 of this addendum regarding property condition.
- ___ ___ C. (Buyer ___) (Seller ___) will pay for required termite inspection.
- ___ ___ D. (Buyer ___) (Seller ___) will pay for required termite treatment not to exceed \$ _____.

3. **MORTGAGE FINANCING:** (initial applicable sections)

A. FINANCING

- ___ ___ (1) Cash: The Contract for Sale, to which this addendum is attached, is a cash transaction. Verification of funds required to close shall be provided to Seller within two (2) days of the effective date of the Contract for Sale or this Contract shall be null and void.
- ___ ___ (2) Mortgage: An application for mortgage financing shall be made within two (2) working days of the effective date of the Contract for Sale. Buyer shall obtain a fully binding written loan commitment from Buyer's lender and provide a copy to Seller on or before ___ days from the effective date of the Contract for Sale, and complete any loan approval requirements on or before _____, 2_____.

B. CLOSING COSTS

Seller agrees to pay Buyer's closing costs including discount points in an amount that is the lesser of \$ _____ or Buyer's actual closing costs that are not prorated taxes or assessments, costs for hazard insurance policy, Buyer's attorney fees and odd days interest, if applicable, provided that Buyer is not in default under the terms of the Contract for Sale or this Addendum at the Closing on the Closing Date.

4. **TITLE:** Seller shall [] shall not [] furnish to Buyer an Owner's Policy of Title Insurance dated as of the Closing Date (the "Title Policy") issued by SELLER'S CHOICE or another reputable Title Insurance Company ("Title Company") satisfactory to Seller.

- A. The Title Policy to be furnished to Buyer shall insure Buyer's title to the property to be good and indefeasible subject only to the following exceptions ("Permitted Exceptions") (1) existing deed restrictions and restrictive covenants affecting the property; (2) discrepancies, conflicts and shortages in area or boundary lines, or any encroachments or any overlapping of improvements; (3) taxes of the current and subsequent years and subsequent assessments for prior years due to change in land usage or ownership; (4) existing building and zoning restrictions and ordinances; (5) easements or roads, easements visible upon the ground, easements of record and (6) liens created or assumed as security for the purchase price; (7) rights or privileges of public service companies and utility easements of record or common to any platted subdivision of which the property is a part; (8) reservations or other exceptions of record or known to the Buyer; (9) the terms and provisions of any Declaration, By-Laws and Rules and Regulations of any Condominium Regime or Homeowner's Association pertaining to the property (together called the "Association Documents") as amended, including the platted easements and assessments set out therein, and (10) the terms of any ground rent, ground lease or similar agreements, if any, and (11) any other liens, encumbrances, easements, covenants or restrictions of record or known to the Buyer.
- B. Unless the Buyer obtains Buyer's own title examination, Title Commitment or Owner's Policy of Title Insurance, which shall be at Buyer's sole cost and expense, Seller shall make available for Buyer's review at the Title Company, the Title Commitment of the Title Company and legible copies of any documents creating title exceptions at least two (2) days prior to Closing. Buyer shall be entitled to obtain a Title Commitment prior to Closing and an Owner's Policy of Title Insurance at Buyer's sole cost and expense. If the Commitment reveals a defect in title which is not one of the Permitted Exceptions, or if Seller does not have title to the property, allowing that said Commitment was not available for review prior to the Closing if it was to be provided by the Seller, a new defect in title is disclosed by an updated endorsement to the Commitment, which defect is not one of the Permitted Exceptions, Buyer may either waive such defect or give written notice to Seller. Seller may attempt to cure such defect prior to the Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as hereinabove provided and if Buyer does not waive such defect, this Contract shall be terminated without liability to either party and the earnest money shall be returned to Buyer as Buyer's sole and exclusive remedy. Buyer may not object to any Permitted Exceptions set forth in sub-paragraphs 4(A)(1) through (11) above, and may object to any other exceptions only if the Commitment was not available for review prior to the Closing if it was to be provided by Seller, in which case Buyer will have five (5) days after receipt of such Commitment and documents to make written objection(s) to Seller. Notwithstanding the foregoing, Seller shall have the right, at its sole election, but without any obligation to cure any such defect objected to by Buyer in accordance with this Paragraph 4(B), to extend the Closing Date by not more than thirty (30) days to attempt to cure any defect in title so objected to by Buyer in accordance with this Paragraph 4(B). Seller shall give Buyer five (5) days notice of any such new Closing Date.
- C. Seller shall furnish to Buyer on the Closing Date the following: (1) **Seller's form of Special Warranty Deed, Quitclaim Deed or other deed (the "Deed")**, as appropriate for the jurisdiction where the Property is located, and without general warranty covenants, whereby Seller will warrant and defend title against the lawful claims of all persons claiming by, through, or under Seller, but against none other, executed by Seller, conveying the property to Buyer, subject to the Permitted Exceptions, any other exceptions waived or deemed waived by Buyer as provided above and subject to all other matters of record affecting the property with dower rights, if any; and (2) an affidavit of Seller certifying that Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act as amended.

5. **PROPERTY CONDITION: THE UNDERSIGNED BUYER IS AWARE AND ACKNOWLEDGES THAT THE UNDERSIGNED SELLER IS SELLING A PROPERTY WHICH WAS ACQUIRED THROUGH FORECLOSURE PROCEEDING OR OTHER CONVEYANCE AND THAT SELLER IS NOT FAMILIAR WITH THE CONDITION OF THE PROPERTY. BUYER IS AWARE THAT THE SUBJECT PROPERTY IS NOT NEW AND FURTHER ACKNOWLEDGES THAT THERE HAS BEEN NO REPRESENTATION(S) BY SELLER, OR ANY OTHER PERSON ACTING AS SELLER'S REPRESENTATIVE AND/OR BUYER'S REPRESENTATIVE REGARDING THE CONDITION OF THE PROPERTY OR OF THE APPLIANCES OR STRUCTURAL COMPONENTS THAT MAY BE CONTAINED THEREIN. IF INSPECTION REPORT(S) HAVE BEEN OBTAINED BY SELLER OR SELLER'S REPRESENTATIVE, SAID INSPECTION REPORT(S) ARE BEING PROVIDED TO THE BUYER FOR BUYER'S INFORMATION ONLY AND BECOME A PART OF THE CONTRACT OF SALE TO WHICH THIS ADDENDUM IS ATTACHED. THE FOLLOWING INSPECTIONS ARE ATTACHED** _____.

UNLESS OTHERWISE SPECIFIED IN A SCHEDULE ATTACHED HERETO, NEITHER SELLER NOR SELLER'S REPRESENTATIVE HAS ACTUAL KNOWLEDGE OF ANY LATENT DEFECTS IN THE PROPERTY OR ANY COMPONENT THEREOF, INCLUDING, BUT NOT LIMITED TO: PLUMBING, APPLIANCES, HEATING, AIR CONDITIONING AND ELECTRICAL SYSTEMS, FIXTURES, ROOF, SEWERS, SEPTIC SYSTEMS, FOUNDATION, STRUCTURAL CONDITION, POOL, SPA AND RELATED EQUIPMENT.

BUYER MAY WALK-THROUGH THE HOME PRIOR TO THE CLOSE OF ESCROW FOR THE SOLE PURPOSE OF DETERMINING THAT THERE HAS BEEN NO MATERIAL CHANGE IN THE CONDITION OF THE PROPERTY SINCE OPENING OF ESCROW. NOTWITHSTANDING THE FOREGOING, A CLOSING ON THE ABOVE DESCRIBED PROPERTY WILL CONSTITUTE AN ACKNOWLEDGEMENT BY THE BUYER THAT THE PROPERTY, APPLIANCES, OR STRUCTURAL COMPONENTS, AS DESCRIBED ABOVE, WERE ACCEPTABLE TO BUYER AT THE TIME THE SALE WAS CONSUMMATED.

BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE, SQUARE FOOTAGE, CONDITION, VALUE, OR QUALITY OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, (ii) THE MANNER, CONSTRUCTION, CONDITION, QUALITY, THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY, (iii) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (iv) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, AND (v) THE INCOME TO BE DERIVED FROM THE PROPERTY. BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER AND THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, SELLER MAKES NO WARRANTY OF REPRESENTATION EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN. IT IS FURTHER AGREED THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE, CITY OR COUNTY WHERE THE PROPERTY IS LOCATED, OR OF ANY OTHER AUTHORITY OR JURISDICTION.

BUYER REPRESENTS TO SELLER THAT BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER ANY STATE CONSUMER PROTECTION LAW WHICH MAY APPLY IN THE STATE WHERE THE PROPERTY IS LOCATED WITH RESPECT TO ANY MATTERS PERTAINING TO THIS CONTRACT OF SALE AND THE TRANSACTION CONTEMPLATED HEREBY TO THE MAXIMUM EXTENT PERMITTED BY LAW. BUYER ACKNOWLEDGES RECEIPT AND REVIEW OF THE "HOMEBUYER'S GUIDE TO COMMON ENVIRONMENTAL HAZARDS" AND IS AWARE THAT HE HAS THE RIGHT TO HAVE THE PROPERTY INSPECTED FOR THE PRESENCE OF ANY OF THE HAZARDS MENTIONED IN THE GUIDE INCLUDING, BUT NOT LIMITED TO, LEAD MOLD, RADON, HAZARDOUS WASTE, FORMALDEHYDE, ASBESTOS AND HOUSEHOLD HAZARDOUS WASTE.

IT IS FURTHER AGREED THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, REGULATIONS, ORDERS OR REQUIREMENTS. BUYER HEREBY ASSUMES ALL RISKS AND LIABILITY AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS OWNED THE PROPERTY ONLY SINCE THE DATE OF SUCH TRANSFER AND IS NOT IN A POSITION TO

MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE PROPERTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OF INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING.

6. **SURVEY AND OTHER COSTS:** Notwithstanding local custom or practice and notwithstanding anything to the contrary in the Contract for Sale or any attachments thereto, Seller will not pay any fees, costs or expenses not expressly provided for in this Addendum unless otherwise required by applicable law. Seller shall pay all Seller's title examination and owner's Title Policy charges. Buyer shall be responsible for any Mortgagee Title Policy or other Title Policy charges. Unless otherwise prohibited by applicable law, and notwithstanding any obligation of Seller to deliver the Title Policy to Buyer as may be set forth above in this Addendum, Seller's agreement to pay for any portion of the Title Policy is conditioned on Buyer's agreement herein to accept the Title Policy and the Closing taking place at the offices of Seller's attorney or agent or Title Company on the Closing Date, said Closing conducted by and any disbursements made by Seller's attorney or agent or Title Company. Seller shall not be obligated to pay any portion of the cost of an owner's policy of title insurance or associated title costs should Buyer obtain its own title commitment, title examination or owner's policy of title insurance. If a survey is required to close, it will be the sole responsibility of Buyer to obtain a survey acceptable to the Title Company and any lender within stated closing period herein and will be at the Buyer's expense. Buyer agrees to pay all other normal and customary settlement costs and charges paid by buyers, which may include as applicable, but are not limited to, all lender's fees in connection herewith, including any Mortgagee's Title Policy fees, buyer's escrow fees (if any), document preparation and recording fees, notary fees, survey fees where required, and recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is obtaining VA or FHA financing, those prohibited to be paid by for VA or FHA financing, which prohibited charges shall be paid by Seller to the extent set forth in Section 2 above. Buyer shall also pay for the following: (1) The premium for mechanics lien insurance and/or title search or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals. Notwithstanding anything else to the contrary in this Contract, after the Closing, Seller shall not be liable for the payment of any assessments or other charges against the Property made by any municipality, city, county, state or other entity, as of the date of the Closing or going forward, and Buyer shall assume the payment of any such assessments or other charges against the Property; however, if existing payment obligations are not assumable, Seller shall negotiate such payment with Buyer.

7. **INSURANCE:** Upon Closing, Seller shall be relieved of all responsibility and liability for maintaining hazard, flood (if applicable), and title insurance on the Property. All hazard, flood (if applicable), and title insurance policies shall be terminated by Seller immediately upon Closing. Buyer shall be responsible for obtaining any required hazard, flood (if applicable), and mortgagee title insurance if lender so desires prior to Closing.

8. **ASSIGNMENT:** The Buyer shall not assign the Contract for Sale and/or this addendum.

9. **PROPERTY TAXES:** Prorations for taxes shall be based on the last available tax bill or upon the Tax assessor's latest valuation and the current tax rate. **THE SELLER WILL NOT BE RESPONSIBLE FOR ANY ADJUSTMENT OF TAXES AFTER CLOSING**

10. **POSSESSION:** Possession shall be delivered to Buyer only upon Closing on the Closing Date and funding of the sale proceeds to Seller and recording of the Deed. Buyer shall not occupy the Property prior to the Closing and funding of the sale proceeds. Buyer shall be in default under the terms of the Contract for Sale should Buyer occupy the Property or permit another person to occupy the Property prior to the Closing and funding of the sale proceeds. Buyer shall be liable to Seller for any damages caused to Seller, including but not limited to reasonable attorney's fees, because of such occupation or alteration of the Property, construction, damage, cost of remediation, or other use or misuse of the Property, of whatever nature, by Buyer. Buyer hereby unconditionally and without limitation, waives any and all claims against Seller or Seller's agents for any damages, compensation for improvements, licenses or permits, including any equitable claims based on unjust enrichment, quantum meruit, or other equitable or legal claims for any such improvements or alterations of the Property and any such improvements, alterations and associated rights shall be forfeited to Seller.

11. **REAL ESTATE FEE/ COMMISSION:** A real estate fee/ commission of _____ % of the Sale Price or \$ _____, whichever is greater, shall be payable only if and when the Closing has been completed and funds are fully disbursed.

12. **RISK OF LOSS:** If during the pendency of this agreement and prior to Closing, any part of the Property is damaged or destroyed by fire or other casualty loss and the cost of replacement or repair of damages is in excess of five percent (5%) of the Purchase Price, Buyer and Seller may renegotiate the Purchase Price or terminate this Contract. If this Contract is terminated, any earnest money shall be refunded to Buyer. **NOTICE TO BUYER: CONSULT YOUR INSURANCE AGENT PRIOR TO THE CLOSING DATE DUE TO THE UNIQUE REQUIREMENTS OF THIS TYPE OF PROPERTY.**

13. **DEFAULT:** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the deposit can be retained by Seller as liquidated

damages pursuant to Paragraph 15 below. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to a return of any earnest money as its sole and exclusive remedy and to a cancellation of this Contract which shall be rendered NULL and VOID. Subject to Section 14 below, in the event of any litigation or dispute between Seller and Buyer concerning the release of the earnest money, the Broker, Title Company or Escrow Agent holding any earnest money or other deposits or funds, sole responsibility may be met, at such person's option, by paying the deposit into the court in which such litigation is pending, or by paying the deposit into a court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon payment of the deposit into court, neither Buyer nor Seller shall have any further right, claim, demand or action against the depositing party regarding the release of the deposit. Nothing contained herein or elsewhere in the Contract shall be construed to limit the applicability of Paragraph 14 below.

14. **ARBITRATION CLAUSE** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The place of arbitration shall be a location acceptable to each of the parties. If a mutually acceptable locale cannot be determined by Buyer and Seller, the locale will be determined in accordance with the Commercial Arbitration Rules. The parties may, without waiving any remedy under this Contract, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect their rights or property, pending the arbitral tribunal's determination of the merits of the controversy. Each party shall bear its own costs and expenses and an equal share of the arbitral tribunal fees and administrative fees. The award shall be in writing, shall be signed by a majority of the arbitrators in the tribunal, and shall include a statement regarding the reasons for the disposition of any claim. Judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

15. **LIQUIDATED DAMAGES PROVISION:** If the transaction described in this Contract fails to close strictly in accordance with the terms of said Contract because of the failure or default of Buyer in the performance of Buyer's obligation in accordance with said Contract, the Buyer's earnest money deposit and any additional deposits shall be delivered to or retained by Seller as Seller's sole remedy and right to damages. Seller shall notify any Title Company, Escrow Agent or Broker which may be holding any such earnest money or additional deposits in writing of such failure or default by Buyer and the person holding such funds shall act without any further instruction by any party and is hereby irrevocably instructed to act on such notice or request and shall deliver the earnest money deposit and any additional deposits to Seller without any further notice or consent from Buyer. The parties agree that Seller's actual damages, in the event of the default of Buyer, would be difficult or impossible to determine. Therefore, said deposit has been agreed upon after negotiations, as the parties' best estimate of Seller's actual damages.

Buyer's Initials

Seller's Initials

16. **LIMITATION OF DAMAGES:** Buyer agrees that its sole and exclusive remedy in the event of any Seller default is to terminate this Contract and to receive the return of any earnest money. Notwithstanding anything herein to the contrary neither Seller nor Buyer shall be liable to the other for any special, consequential or punitive damages, whether at law or equity.

17. **NO AGREEMENT TO PROVIDE SELLER FINANCING:** Seller has not offered financing to Buyer.

18. **INVALID PROVISION/SEVERABILITY:** If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and, the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Contract.

19. **ADDITIONAL PROVISIONS:** Seller recommends that Buyer, at Buyer's expense, have the Property professionally inspected prior to Closing by a licensed inspector. The inspections recommended include, but are not limited to inspections of the following: a SURVEY, FLOOD CERTIFICATION, TERMITES, GENERAL HOME INSPECTION, STRUCTURAL REPORT.

20. **EXAMINATION OF TITLE COMMITMENT RECOMMENDED:** Buyer acknowledges that at the time of execution of this Contract, Seller advised Buyer in writing that Buyer should have the title insurance commitment covering the property examined by an attorney of Buyer's own selection or that Buyer should be furnished with or obtain a policy of title insurance.

21. **ENTIRE AGREEMENT:** The Contract, this addendum and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. NO ORAL STATEMENT, REPRESENTATION, PROMISE OR INDUCEMENT SHALL HAVE ANY VALIDITY NOR SHALL BE A PART OF THIS CONTRACT. All covenants, promises, and understandings written herein survive the Closing. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors

and assigns, if permitted as interpreted and construed in accordance with the laws of the State where the property is located. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

22. **CONSULT YOUR ATTORNEY:** Brokers can not give legal advice. This is intended to be a legally binding Contract. READ IT CAREFULLY. If you do not understand the effect of this Contract, consult your attorney BEFORE signing.

23. **RELEASE:** Buyer hereby releases, quitclaims and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any other defects or conditions on the property. This release shall survive Closing.

24. **OTHER PROVISIONS:** _____

SELLER:
[Check One]

- CitiFinancial Mortgage Company, Inc.
- CitiFinancial Mortgage Company, Inc. on behalf of Associates Financial Services Company, Inc., its subsidiaries, successors and assigns.

BY: _____

BUYER: _____

TITLE: _____

BUYER: _____

DATE: _____

DATE: _____

LISTING REALTOR:
DATE: _____

CO-OPERATING REALTOR:
DATE: _____

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate. Each of the following parties has duly executed and delivered this attachment before the execution and delivery of the above-referenced contract of even date herewith.

SELLER **Date**

BUYER **Date**

BUYER **Date**

AGENT **Date**

AGENT **Date**