

DISCLOSURE NOTICE TO BUYERS AND AGENTS

- **Buyer is NOT permitted to make repairs, store personal belongings or occupy the property at ANY point prior to closing AND funding. Doing so MAY result in criminal charges and/or offer cancellation. Properties are regularly inspected. We will find out about the above items!**
- **Buyer is NOT permitted access to the property without their representative present.**
- Seller has acquired the property as a result of a foreclosure or similar proceeding and may not be the owner of record at initial listing or prior to closing.
- Seller is typically a financial institution (Bank, Mortgage Company, etc.) whose employees work in a Real Estate Owned (REO) department or an outsourced company for the Seller.
- REO departments/outsourcers typically work normal business hours (not weekends, evenings or holidays) and are located throughout the country and in different time zones.
- REO departments/outsourcers will NOT negotiate directly with Buyer or Buyer's agent. Do NOT attempt to make contact with the Seller for ANY reason. Listing office is the sole point of contact.
- An Offer is considered to be a complete package per the Submitting Offers document. An incomplete package does NOT constitute an Offer and MAY not be submitted to Seller.
- Seller response times vary. There is NO guarantee of prompt response to any Offer regardless of terms.
- A full price Offer does NOT guarantee acceptance or that a commission is due and payable from Seller.
- Seller MAY NOT pay a selling side commission when Buyer is a real estate licensee.
- Seller MAY entertain multiple Offers on the property without accepting any Offer.
- In multiple Offer situations, there is no special consideration given to an Offer that was presented "first", initially "higher" and/or initially at or above asking price.
- In multiple Offer situations, Seller MAY accept an Offer with a lower sales price if all other Offer terms are deemed more acceptable OR may accept no offer at all.
- Seller MAY have started title work. Seller MAY require the buyer to use the Seller's closing company as a condition of sale. Seller MAY pay for title insurance in these circumstances.
- Seller MAY not pay their share of transfer taxes and/or charge other fees. In these cases, Buyer is responsible for paying transfer taxes and/or fees. Refer to the Seller's addendum for details.
- Seller generally will NOT make repairs (including lender required repairs), treat for pests, remediate mold, make dye test/municipal requirement corrections and/or perform other actions (including paying fees) as may be typical in traditional sale. Consider this when determining Offer price/financing terms.
- Seller expects all documents returned within 1 (ONE) business day from request.
- Due to the nature of this type of transaction, a closing MAY be delayed for title, deed or other issues. While Seller strives to meet negotiated closing dates, there is NO guarantee that the date will be achieved. Buyer is still expected to meet the negotiated closing date on their part. Do not schedule contractors, movers, etc. without a confirmed closing date, seller executed and wire confirmation.
- Winterization is done for Seller's purpose. Winterization does NOT guarantee against prior or future damage and is not warranted by Seller. Do NOT use the winterization in lieu of an inspection.
- Buyer deposits MAY be converted to ACH drafts. Buyer agrees to this provision if applicable.
- Checks made payable to Priority Realty, LLC are subject to a \$35.00 non-sufficient funds fee. NSF fee is due and payable in a separate check to Priority Realty, LLC when the new check is presented.

Parties acknowledge and accept by signing below:

Buyer Signature(s):

Buyer's Agent Signature:

date

date

date

SUBMITTING OFFERS

Offers can not be submitted without ALL of the following items:

- 1. Signed Sales Agreement with modifications made per SALES AGREEMENT MODIFICATION document.
- 2. Signed Seller's Addendum to the Sales Agreement (Some of the seller's addendum will be stamped "Sample"). This addendum needs to be signed by the buyer. This acknowledges that the buyer and agent have read and understand the addendum. After an offer is accepted, the buyer will sign a new, identical addendum that has been pre-populated by the seller with the negotiated terms.
- 3. Copy of Earnest (Hand) Money check made payable to Priority Realty, LLC. The listing office MUST hold the hand money. At the time of presenting the offer we just need a copy of the check. Upon acceptance of offer the check must be CERTIFIED FUNDS and immediately sent to:
Priority Realty, LLC
2840 Library Road, Suite 290
Pittsburgh, PA 15234-2621

PLEASE NOTE: A delay in receipt of the Hand Money check may result in the withdrawal of acceptance of the offer. It is recommended that checks are sent by overnight night mail with delivery confirmation.

- 4. Documented financial ability to close.
Proof of Funds. If the offer has cash terms, we need recent documentation showing **liquid funds** equal to or exceeding the offer price. This can include bank statements, a signed letter on letterhead from a financial institution where the funds are held, an established line of credit or similar items. Cash, POF in another's name or LOC's not yet established are NOT acceptable.
Proof of Financing. If the offer is financed, with a mortgage or any means other than **liquid funds**; we need a pre-approval letter from a reputable lender. The pre-approval MUST specify that credit was pulled and proof of funds to close have been verified. In addition, the seller MAY require a letter from the lender indicating the buyers' credit score or a pre-approval from a lender of the seller's choosing.

- 5. Fully completed CONTRACT COVER SHEET.
- 6. Signed ADDENDUM TO AGREEMENT FOR SALE OF REAL ESTATE.
- 7. Signed DISCLOSURE NOTICE TO PROSPECTIVE BUYERS.
- 8. Signed CLOSING NOTIFICATION AND INSTRUCTIONS.
- 9. **Corporate Documentation.** If the title is being taken in any form other than personal name; corporation, LLC, trust, holding company or similar, documentation that verifies signing authority must be presented with the offer. In addition, the seller MAY require further documentation and/or a Certificate of Good Standing from the state in which entity is native.
PLEASE NOTE: Do NOT submit an offer in the name of an entity which has not yet been created.

- 10. Email the complete package to Offers@PriorityRealty.net in one attachment with documents in the following order:
 1. Contract Cover Sheet
 2. Seller's Addendum(s), if any; including Sample Addendum(s)
 3. Addendum To Agreement For The Sale Of Real Estate
 4. P.A.R. Standard Agreement For The Sale Of Real Estate
 5. Copy of Earnest (Hand) Money check
 6. Proof of Funds or Pre-approval
 7. Disclosure Notice To Prospective Buyers
 8. Closing Notification and Instructions
 9. Buyer's Corporate Documentation, where necessary

PLEASE NOTE: Be sensitive to the size of the attachment. Documents do NOT need to be scanned in color. Color scans will make the document size large and not provide the quality that is necessary. Black and white scanning is preferred. We can provide you with setting for scanning your document into Adobe Acrobat that will optimize size and quality. Just ask.

We can **NOT** accept verbal offers, letters of intent or similar, offers which contain an assignment, offers subject to a third party buyer approval or similar contingencies. Nor can we accept offers written on a sales agreement other than the most current P.A.R. STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE. **Please do not ask! These terms are non-negotiable.**

PLEASE NOTE: All forms fields that require an entry can be typed in. For speed and professionalism always type your entries.

SALES AGREEMENT MODIFICATIONS

The following are modifications that need to be made to the agreement prior to presenting any offer. All numbered items are for the current (January 2010) PAR sales agreement. Item changes are noted in **Bold**.

Item 2. **PURCHASE PRICE AND DEPOSITS**

(A) This amount must reflect the final negotiated sales price and match the seller's addendums

(1). The below items relate to Deposit amounts and special terms

CASH OFFERS: \$1000 MINIMUM. It MAY be a higher amount depending upon seller requirements; as much as 10%.

This will be part of the seller's counter offer

FINANCED OFFERS: \$1,000 minimum--MAY be a higher amount depending upon seller requirements, this will be part of the seller's counter offer.

CERTIFIED FUNDS: ALL earnest money checks will need to be certified funds when submitted with an accepted offer's complete package.

(C) Must fill in "**Deposits will be held by broker for seller.**" in the blank space

Item 6. **ZONING**

Must include a Zoning Classification. If you don't know enter "**Per Local Ordinance**"

Item 9. **SELLER REPRESENTATIONS**

(B) **Status of Water** This item must be entered as "**UNKNOWN**"

(C) **Status of Sewer** This item must be entered as "**UNKNOWN**"

Item 11. **INSPECTIONS**

(A) 3. **Seller will have heating and all utilities (including fuel(s)) on for the inspection/appraisals.**

This must be stricken. Utilities will NOT be turned on by the seller!!!!

(C): Elect or Waive ALL inspection contingencies

Item 13. **NOTICES, ASSESSMENTS & MUNICIPAL REQUIREMENTS**

(B) If required by law, within 30 Days from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense...

In both instances, "**Seller**" must be stricken and "**Buyer**" written in its place

(B) 3. **This paragraph must be stricken.**

Item 14. **CONDOMINIUM/PLANNED COMMUNITY RESALE NOTICE**

(A) within 15 Days from the Execution Date of this Agreement, Seller, at Seller's expense...

In both instances, "**Seller**" must be stricken and "**Buyer**" written in its place

Item 16. **MAINTENANCE AND RISK OF LOSS**

(C) 1. "...together with the proceeds of any insurance recovery obtainable by Seller,"

These words must be stricken

Item 22. **DEFAULT, TERMINATION AND RETURN OF DEPOSITS**

(G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONEY, AS LIQUIDATED DAMAGES**

Box for Item G must be checked

Item 23. **MEDIATION**

This paragraph must be stricken.

Item 27. **SPECIAL CLAUSES**

(B) Must add "**Additional Seller and Other Addendums as required and/or included are made a part hereof**"

ALL of the above changes must be initialed by ALL buyers.

THESE CHANGES ARE NON-NEGOTIABLE – PLEASE DO NOT ASK!!!

CONTRACT COVER FORM

Property Address: _____

Buyer Name(s) in which title is to be taken: _____ Buyer's Intended Use: Owner Occupant Investor

LISTING BROKER INFORMATION

Listing Agent Name: Bob Moncavage Company: Priority Realty, LLC
Company Address: 2840 Library Road, Ste 290 OFFICE MLS ID #: 80901
Pittsburgh, PA 15234-2621 AGENT MLS ID#: 205911
Phone Number: 412-819-0777 x12 Fax: 206-666-4556
Email: bob@PriorityRealty.net

SELLING BROKER INFORMATION

Selling Agent Name: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular/Pager: _____ Email: _____
OFFICE MLS ID #: _____ AGENT MLS ID #: _____

BUYER'S ATTORNEY (IF APPLICABLE)

Attorney Name: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular/Pager: _____ Email: _____

FINANCING LENDER INFORMATION

Lender Contact: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular/Pager: _____ Email: _____

CLOSING AGENT INFORMATION

Closing Contact Name: _____ Company: _____
Company Address: Street: _____
City/State/Zip: _____
Phone Number: _____ Fax Number: _____
Cellular/Pager: _____ Email: _____

ADDENDUM TO AGREEMENT FOR THE SALE OF REAL ESTATE

PROPERTY: _____

SELLER: _____

BUYER: _____

Buyer and Seller agree and understand that the AGREEMENT FOR THE SALE OF REAL ESTATE is AMENDED as follows:

Any municipal and/or Home Owner Association (HOA) certification(s), requirement(s), etc. are the cost and/or responsibility of the buyer. This includes but is not limited to: dye tests, occupancy inspections, permits, zoning certifications, resale certificates, utility meter and/or meter interface unit installation, etc. Buyer will order **and** pay for the needed municipal/HOA certification(s), permit(s), inspection(s), etc. Buyer agrees to make any and all necessary corrections that are required as a result of municipal/HOA certification(s), requirement(s), etc. at Buyer's sole expense **after closing** including but not limited to the cost of any needed re-inspection(s). Buyer is responsible to obtain final utility readings and/or final bills as necessary or required including a bill history. Any delays in closing resulting from the Buyer's failure to perform any of the above obligation(s) in a timely manner may cause Buyer to be changed a per diem from the original closing date and/or cancellation of contract and/or loss of earnest money deposit.

Buyer is purchasing the property in its present and as is condition with no warranties expressed or implied by Priority Realty, LLC, its broker, agents or employees, the Seller or the Seller's agents or employees. Buyer will hold harmless these parties for any claims, losses, damages or liabilities which Buyer or Buyer's successors may incur as a result of any condition(s) or defect(s) which may now or hereafter exist with respect to Property. Property has never been inspected nor inhabited by the Seller. Any entity that enjoins Priority Realty, LLC, its broker, agents or employees, the Seller or the Seller's agents or employees in litigation for any issue arising out of property condition agrees that the enjoined party's attorney's fees and costs will be paid by the entity enjoining the party.

Buyer acknowledges that Buyer has viewed the property prior to submitting their offer. For the purposes of this agreement, viewing date is considered to be the day the offer has been submitted to the Seller/Seller's agent. Buyer acknowledges the as-is condition of the property at the time of inspection. Any change(s) in property condition after Buyer's initial viewing shall be communicated in writing to the opposite party by the party identifying the change(s) in property condition.

Buyer is responsible for removal of any personal property including but not limited to vehicles, trash, debris, etc. from the property (if necessary) at Buyer's sole expense **after** closing. Seller, seller's agents, brokers, employees, etc. make no warranty as to condition or ownership of any personal property which remains in the home after closing.

Seller will not purchase a home warranty for Buyer unless specifically agreed to in writing in the Seller's addendum, if any or otherwise in the Agreement of Sale under Special Clauses. Seller will not pay any administration, other fee or additional commission on behalf of the Selling Agent. No commission and/or broker fee(s) are due and payable until the property closes and funds.

The real estate taxes for the property are estimated. Assessment and tax figures can vary. This information was provided by the third parties and is not warranted. The lot size is approximated from information provided in County tax records and is not warranted. Buyer is responsible for verifying this information. Seller may not/does not possess mineral rights or have knowledge of same.

Buyer understands that utilities will not be turned on (unless already on) for any inspections. If Buyer wishes to have utilities on, they may be turn in Buyer's name and at Buyer's sole expense. Buyer must notify Priority Realty in writing of utility activation request. Buyer may be required to pay the cost of de-winterization and/or re-winterization prior to activating water service. Buyer must notify listing office within 1 (one) business day once inspections are complete so the property may be re-winterized. Buyer is responsible for any unreasonable damage that may occur for having said utilities turned on; including lack of notification of inspection completion.

This addendum shall supersede any language to the contrary in the Agreement of Sale but shall not supersede any language to the contrary in any of the seller's addendum(s) if any. **This addendum shall survive closing.**

All parties acknowledge and accept by signing below.

Buyer's Signature _____ Date _____ Seller's Signature _____ Date _____

Buyer's Agent Signature _____ Date: _____ Listing Agent _____ Date _____

BUYER'S AGENT CLOSING RESPONSIBILITIES

Title work is recommended to be opened immediately upon notification of offer term acceptance; whether verbally, via fax, voicemail and/or email notice of same.

All time frames begin from the time the Seller acknowledges acceptance of the offer terms. Do not wait until Seller executed contracts are received to begin title work, mortgage processing and/or closing preparations; particularly when ordering lien letters, final utility bills, dye tests, municipal inspections, HOA docs, etc. These are the buyer's responsibility to order and pay for. Failure to complete these tasks timely may not be a valid reason to extend any time frames or waive per diem.

Most Sellers have their own Closing Agent and/or closing instructions. These are provided in the executed contract package. Please review the contract package for these items or request them from the buyer's agent. These instructions must be followed to the letter. Any deviation may create a delay in closing and can cost the Buyer a per diem assessment if the closing date is not met.

Our office will provide the Buyer's Closing Company with our Commission Statement. If there is a discrepancy between our Commission Statement, the Seller's Closing Agent instructions and/or the Selling Agency's Commission Statement, this must be addressed immediately. Priority Realty, LLC has many different commission agreements with its clients. Our commission is NOT shown in the MLS and has no bearing on selling side of the transaction. Our commission may be more, less or equal to the Selling Agency commission. Our commission may also include a bonus even when a bonus is or is not payable to the Selling Agency.

A copy of the HUD-1 MUST be sent to our office PRIOR to submission to the Seller for approval. There are instances where certain expenses will be paid on the HUD. As the Selling Agent, if the property closes and these items are not paid on the HUD because we were not provided a preliminary HUD-1; you, as the selling agent and/or your company will be charged for any and all amounts not collectable by Priority Realty, LLC. This document is a contract between you, your company as their agent and Priority Realty, LLC. Priority Realty, LLC may seek legal or other action to enforce this provision if necessary. This document shall survive closing.

There will NOT be a representative of Priority Realty, LLC present at the closing, unless otherwise notified. Additionally, there will NOT be a representative of the seller to execute any documents at the closing! All documents need to be prepared and forwarded to the Seller's Closing Agent as many as SEVEN (7) days prior to closing. Upon approval of the HUD-1, please to be sure to coordinate the date/time/location with the Seller's Closing Agent and our office.

-DO NOT CALL the afternoon before expected closing date and say "we are ready to close, is 4 o'clock okay for you?"

Buyer's Agent Signature

Date



Robert G. Moncavage
Broker/owner

Date

Property Address

NOTICE AND ACKNOWLEDGMENT OF REO PURCHASER SCREENING

This Notice relates to the proposed REO Purchase and Sale Agreement (the “Agreement”) by and between _____ (“Buyer”) and CitiMortgage, Inc., on behalf of itself, its successors, assigns, subsidiaries, trustees, and vested title holder, (hereinafter “Seller”), with regard to the sale and purchase of property identified as _____ (the “Property”).

Pursuant to various U.S. economic sanctions laws and regulations administered and enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), Seller shall not engage in any transaction with any individual or entity that appears on OFAC’s Specially Designated Nationals and Blocked Persons List (SDN List) or with any entity that is owned or controlled by an individual or entity that appears on the SDN List. **The information that Buyer has provided on Exhibit A, attached hereto and incorporated herein as fully written, is required before Seller will consider any offer to purchase the Property.** This information shall be used for the sole purpose of screening against the SDN List and conducting other appropriate due diligence reviews. Seller may request additional information to review Buyer’s offer. Upon Seller’s request for additional information, Buyer agrees to cooperate and furnish the requested information. If Seller finds, in its sole and absolute discretion, that any Buyer meets the criteria as described above, Buyer agrees that seller shall be under no obligation to accept Buyer’s offer. Buyer further agrees that the offer submitted by Buyer and any other document presented in connection with the proposed sale and purchase of the Property shall be deemed to be of no force or effect and shall be deemed to be immediately cancelled and terminated. No party shall be liable to the other in any way for any claims whatsoever.

Dated: _____

BUYER:

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT A

Is Buyer a Citi employee, a relative of a Citi employee, or an immediate family member of a Citi employee? **Yes** **No**

Immediate Family Members are spouses, domestic partners, civil union partners, parents, stepparents, children, stepchildren, siblings, grandparents, great-grandparents, grandchild (biological, legally adopted, foster, step or for whom buyer is acting as legal guardian or ward), legal guardian or ward of buyer, mothers- and fathers-in-law, sons- and daughters-in-law, brothers- and sisters-in-law, and any person (other than a tenant or domestic employee) who shares the person’s household.

Relatives are Immediate Family Members as well as aunts, uncles, nieces, nephews, cousins, and step-relatives in these same relationships.

If Buyer is an individual:

Full Legal Name (First, Middle and Last): _____

Full Complete Address (No P.O. Boxes): _____

City: _____ State: _____ Country: _____ Zip: _____

Full Legal Name (First, Middle and Last): _____

Full Complete Address (No P.O. Boxes): _____

City: _____ State: _____ Country: _____ Zip: _____

If Buyer is a Company, Corporation, Partnership, Limited Liability Company, Non-Profit Organization, Trust or is not purchasing the Property as an individual, Buyer must provide the following information and proof of signing authority:

Full Name of Legal Entity Purchasing the Property: _____

Full Address of Legal Entity: _____

Entity’s Tax ID Number: _____

State of Organization or Incorporation: _____

Names of All Owners of Legal Entity: _____

Name of Parent Company: _____

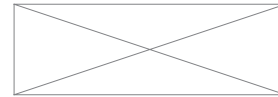
Address of Parent Company: _____

All Alternate Names of Legal Entity (d/b/a names): _____

Name of Individual with Signature Authority: _____

COUNTER OFFER/ADDENDUM Loan #

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT
READ IT CAREFULLY



6400 Las Colinas Blvd
Irving, TX 75039
Corporate
Fax

THIS ADDENDUM (the "Addendum") is made part of the Contract for Sale ("Contract") dated _____ between CitiMortgage, Inc. on behalf of itself, its successor, assigns, subsidiaries, trustees and vest title holder ("Seller") and _____ ("Buyer") relating to the purchase of the property located at: _____ (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR PART WITH THE TERMS OF THE CONTRACT, 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.

1. **CLOSING:** The closing shall be conducted by and take place at the offices of Seller's attorney or agent or the title company set forth below or at another place approved by Seller, unless reserved by state law to Buyer. Closing shall occur on or before _____ or within five (5) days of loan approval by lender, whichever is earlier ("Closing Date"). The Closing Date may be extended by the parties in accordance with the terms of this Addendum. Unless the Closing Date is extended by the parties, if either party fails to close by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies provided for in this Addendum 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. Such notice must be accompanied by an extension fee payable in good funds in the sum of \$ 100 for each day of the requested extension. Buyer shall not receive a credit against the Sales Price (as defined below) for the extension fee. However, should the closing not occur on the 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 the extension fee and any deposit made by Buyer. Should the closing not occur on the Closing Date or the extended Closing Date because of the failure or default of Buyer's obligations in accordance with the Contract and this Addendum, Seller shall be entitled to retain the extension fee and any deposit made by Buyer. Seller's retention of the extension fee and any deposit shall be considered 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 the Contract and Addendum.

2. **REPAIRS AND REPORTS:** (check all applicable items below)
___ A. Buyer must have all inspections completed within 5 working days from the effective date of the Contract. In areas where certificate of occupancy inspections are required, it is Buyer's responsibility 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, or terminate the Contract and this Addendum. If Buyer elects to terminate, the Contract and this Addendum shall be NULL and VOID, and Buyer shall be entitled to all earnest money paid.

___ 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:**

A. SALES PRICE

On the Closing Date, Buyer shall deliver, or cause to be delivered good funds in the amount of \$ _____ (the "Sales Price") to Seller, or Seller's authorized representative.

B. FINANCING (check applicable section)

___ (1) **Cash:** This is a cash transaction. Buyer shall pay the Sales Price in cash at closing. Verification of funds required to close shall be provided to Seller within two (2) days of the effective date of the Contract, or the Contract and this Addendum 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. 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. Any loan approval requirements shall be completed on or before _____, 2 _____.

COUNTER OFFER/ADDENDUM Loan #

*THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT
READ IT CAREFULLY*



6400 Las Colinas Blvd
Irving, TX 75039
Corporate
Fax

C. CLOSING COSTS

Seller agrees to pay Buyer's actual closing costs including discount points in an amount not to exceed \$ _____. For the purposes of this Paragraph, closing costs do not include, and Seller shall not pay, any ost for prorated taxes or assessments, costs for any hazard insurance policy, Buyer's attorney fees and odd days interest, if applicable. Except for Seller's agreement to pay a limited amount of closing costs as stated in this Paragraph, Buyer agrees to pay all other normal and customary closing costs and charges paid by buyers. Notwithstanding local custom or practice and notwithstanding anything to the contrary in the Contract or any attachments thereto, Seller will not pay any fees, costs or expenses not expressly provided for in this Addendum unless required by applicable law. If Buyer is in default under the terms of the Contract or this Addendum on the Closing Date, then Seller shall not be obligated to pay any of Buyer's closing costs.

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_____ ("Title Company"). 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 that the closing taking place at the Closing Date, and all disbursements be made by, Seller's attorney or agent or Title Company on the Closing Date. Buyer acknowledges the right to make an independent selection for a title insurer or an escrow agent, even if one was recommended by Seller. Buyer shall be responsible for any mortgagee title policy or other title policy and any associated costs. 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.

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 Sales 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.

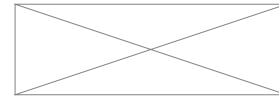
B. Unless the Buyer obtains Buyer's own title examination, title commitment or owner's policy of title insurance, Seller shall make available for Buyer's review at the Title Company, the title commitment of the Title Company and legible copies of any documents creating title exceptions at least two (2) days prior to the Closing Date. Buyer shall be entitled to obtain a title commitment prior to the Closing Date 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, Buyer may either waive such defect or give written notice to Seller, Seller may attempt to cure such defect prior to the Closing Date, or decline to cure such defect. If Seller is unable or unwilling to cure the defect on or before the Closing Date, and the defect is not waived by Buyer, then 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. Buyer may object to any other exceptions only if the commitment was not available for review prior to the Closing Date and if the commitment 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. Upon receipt of written objection from the Buyer, Seller shall have the right, at its sole election, but without any obligation to cure any such defect in accordance with this Paragraph 4(B), and to extend the Closing Date by not more than thirty (30) days to attempt to cure any defect in title. Seller shall give Buyer five (5) days notice of any such new Closing Date.

C. Seller will convey the Property to Buyer via **Seller's form of Special Warranty Deed, Quitclaim Deed or other deed (the "Deed")**, as appropriate for the jurisdiction where the Property is located. The Deed will not contain general warranty covenants. The Seller will warrant and defend title against the lawful claims of all persons claiming by, through, or under Seller, but against none other. The Deed will be subject to the Permitted Exceptions, any other exceptions waived or deemed waived by Buyer and to all other matters of record affecting the Property.

5. PROPERTY CONDITION: THE BUYER IS AWARE AND ACKNOWLEDGES THAT THE 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

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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. THE FOLLOWING

Page 3

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. 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.

BUYER INITIALS: _____

SELLERS INITIALS: _____

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6. **SURVEY AND OTHER COSTS:** 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. The cost of the survey will be at the Buyer's expense. Notwithstanding anything else to the contrary in the Contract, after the closing, Seller shall not be liable for the payment of any assessments or other charges against the Property. As of the Closing Date and going forward, Buyer shall assume the payment of any such assessments or other charges against the Property. 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 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 Sales Price to Seller and recording of the Deed (collectively "Closing, Funding and Recording"). Buyer shall not occupy the Property prior to Closing, Funding and Recording. Buyer shall be in default under the terms of the Contract and this Addendum should Buyer occupy the Property or permit another person to occupy the Property prior Closing, Funding and Recording. 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 Sales Price or \$ _____, whichever is greater, shall be payable only if and when the closing has been completed and the Sales Price has been fully disbursed.

12. **RISK OF LOSS:** If after the effective date of this Addendum 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 Sales Price, Buyer and Seller may renegotiate the Sales Price or terminate this Contract. If the 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 agree to make full settlement in accordance with the terms of the Contract and this Addendum 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 the Contract and this Addendum, Seller can retain the deposit 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 the Contract and this Addendum, Buyer shall be entitled to a return of any earnest money as its sole and exclusive remedy and to a cancellation of the Contract. 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.

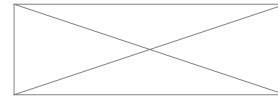
14. **ARBITRATION CLAUSE:** Any controversy or claim arising out of or relating to the Contract and this Addendum, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction. The place of arbitration shall be a location acceptable to each of the parties. If Buyer and Seller cannot determine a mutually acceptable locale, 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. 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

BUYER INITIALS: _____

SELLERS INITIALS: _____

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of all parties.

15. LIQUIDATED DAMAGES PROVISION: If the transaction described in this Addendum fails to close strictly in accordance with the terms of the Contract and this Addendum because of the failure or default of Buyer in the performance of Buyer's obligation described herein, 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. Upon such notice, 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 to 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.

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 the Contract or this Addendum is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and the Contract and this Addendum shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract. The remaining provisions of the Contract and this Addendum shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance.

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: SURVEY, FLOOD CERTIFICATION, TERMITE, GENERAL HOME INSPECTION, STRUCTURAL REPORT.

20. EXAMINATION OF TITLE COMMITMENT RECOMMENDED: Buyer acknowledges that at the time of execution of this Addendum, 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 this Addendum 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 Addendum and the Contract may be executed in counterparts, each of which when considered together shall constitute an original.

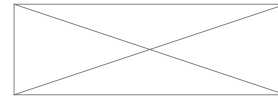
22. CONSULT YOUR ATTORNEY: This is a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of this contract, consult your attorney BEFORE signing.

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: _____

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SELLER:

[Check One]

- CitiMortgage, Inc.
- CitiMortgage, Inc. successor by reason of merger with CitiFinancial Mortgage Company, Inc.
- CitiMortgage, Inc. on behalf of Associates Financial Services Company, Inc., its subsidiaries, successors and assigns.

BY: _____

BUYER: _____

TITLE: _____

BUYER: _____

DATE: _____

DATE: _____

LISTING REALTOR: _____

CO-OPERATING REALTOR: _____

DATE: _____

DATE: _____

THIS Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards is attached on a separate sheet of paper to the Contract For Sale, between the undersigned Seller, and Buyer(s).

SAMPLE

BUYER INITIALS: _____

SELLERS INITIALS: _____

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LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built before 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 before purchase.

SELLER'S DISCLOSURE

1. Presence of lead based paint and/or lead-based paint hazards (check item a or b below):
 - a. Known lead-based paint and/or lead-based paint hazards are present in the housing.
If checked, the following explanation is provided:
 - b. Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.
2. Records and reports available to Seller (check item a or b below):
 - a. Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. If checked, the following documents were provided: _____
 - b. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT

BY BUYER'S EXECUTION BELOW, BUYER ACKNOWLEDGES THAT:

1. Buyer has read the Lead Warning Statement above and understands its contents, and has received copies of all information listed above.
2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home.
3. Buyer has either:
 - 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
 - waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT

BY AGENT'S EXECUTION BELOW, AGENT ACKNOWLEDGES THAT:

Agent has informed Seller of Seller's obligations under 42 U.S.C. §4852d and is aware of his or her responsibility to ensure compliance.

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



AGENT Date

BUYER Date

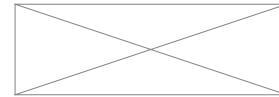
AGENT Date

BUYER INITIALS: _____

SELLERS INITIALS: _____

COUNTER OFFER/ADDENDUM Loan # 655055

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**CITIMORTGAGE, INC.
SPECIAL MOLD ADDENDUM TO CONTRACT FOR SALE**

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

_____ County _____ City _____ State: _____ (the "Property").

1. IN THE EVENT ANY PROVISION OF THIS SPECIAL MOLD ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT FOR SALE TO WHICH IT IS ATTACHED, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS SPECIAL MOLD 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.

2. THE UNDERSIGNED BUYER IS AWARE AND ACKNOWLEDGES THAT THE UNDERSIGNED SELLER IS SELLING THE PROPERTY, WHICH WAS ACQUIRED THROUGH A FORECLOSURE PROCEEDING OR OTHER CONVEYANCE, AND THAT SELLER IS NOT FAMILIAR WITH THE CONDITION OF THE PROPERTY. 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 SUBJECT TO ALL OF THE DISCLAIMERS OF REPRESENTATION AND WARRANTIES CONTAINED HEREIN AND/OR IN THE CONTRACT FOR SALE AND/OR ANY ADDENDUM THERETO.

3. **BUYER ACKNOWLEDGES THAT THE PROPERTY HAS BEEN IMPACTED BY MOLD, MILDEW OR OTHER FUNGAL SUBSTANCES AND IT MAY STILL BE IMPACTED BY THESE SUBSTANCES.** PRIOR OWNERS AND THE SELLER MAY HAVE ATTEMPTED TO REMEDIATE MOLD, MILDEW OR OTHER FUNGAL SUBSTANCES ON OR ABOUT THE PROPERTY, AND THE BUYER ACKNOWLEDGES THAT HE HAS NOT RECEIVED ANY REPRESENTATIONS, WARRANTIES, AGREEMENTS OR PROMISES WHATSOEVER FROM ANY SOURCE OR ENTITY REGARDING PRIOR REMEDIATION MEASURES. BUYER FURTHER ACKNOWLEDGES THAT PRIOR REMEDIATION MEASURES MAY NOT HAVE FOUND THE CAUSE OF THE PROBLEM AND THAT BUYER MAY BE PURCHASING A HOME WHICH REQUIRES ADDITIONAL REMEDIATION OR HAS INHERENT STRUCTURAL OR SYSTEMIC MOISTURE PROBLEMS REQUIRING REPAIR OR REMEDIATION.

4. **BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS STRONGLY ENCOURAGED BUYER TO HAVE THE PROPERTY INSPECTED AND ABATED OR REMEDIATED BY A QUALIFIED MOLD REMEDIATION SPECIALIST TO REDUCE THE CONCENTRATIONS OF MOLD OR SIMILAR SUBSTANCES PRESENT ON OR IN THE PROPERTY, PRIOR TO HUMAN OR ANIMAL OCCUPANCY.** Buyer hereby warrants and agrees that Buyer has or has had, the opportunity to thoroughly inspect the property, particularly the portions of the property contaminated by MOLD, MILDEW, or other FUNGAL substances, and has elected to purchase the property, despite the Mold contamination, relying solely upon Buyer's own inspection, examination and evaluation of the property, and not on any information provided or to be provided by the Seller. Buyer acknowledges that Buyer has received a copy of the "Homebuyer's Guide to Common Environmental Hazards" as well as any report containing an inspector's findings regarding the nature and/or extent of the Mold contamination affecting the Property. Buyer further acknowledges that while Seller has provided the foregoing materials for Buyer's information, the Seller makes no representations or warranties regarding the accuracy or completeness of such information.

5. **BUYER ACKNOWLEDGES THAT SELLER HAS STRONGLY ENCOURAGED BUYER TO CONSULT WITH A PHYSICIAN REGARDING THE POTENTIAL ADVERSE EFFECTS OF MOLD EXPOSURE ON HUMAN AND ANIMAL HEALTH, PARTICULARLY WITH RESPECT TO HUMANS OR ANIMALS WHOSE HEALTH MAY BE MORE LIKELY TO BE ADVERSELY AFFECTED BY MOLD DUE TO THEIR AGE, PHYSICAL CONDITION, ALLERGIES, MEDICAL CONDITION, HISTORY OR SUSCEPTIBILITY.**

6. **BUYER'S DUTIES:** Buyer hereby agrees to furnish a copy of this special Mold Addendum to Contract For Sale together with the "Homebuyer's Guide to Common Environmental Hazards," as well as any other reports or information concerning the Property furnished by Seller to any subsequent purchaser, lessee, occupant, or other transferee from Buyer. Buyer further agrees not to sell, lease or otherwise transfer the Property or any interest therein to any person without fully remediating the mold contamination and fully disclosing to any subsequent transferee from Buyer, the Buyer's efforts to remediate the Mold and other contamination affecting the Property. This provision shall survive closing.

7. **RELEASE:** Buyer hereby releases, quitclaims and forever discharges SELLER, ALL AGENTS for SELLER, and their AGENTS, 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 and against any and all present or future claims, losses or demands of any kind or character relating to the condition of the Property, including, but not limited to all present or future tort or other claims involving property damage or injuries to human health directly or indirectly attributed to or arising out of any

BUYER INITIALS: _____

SELLERS INITIALS: _____

