

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, at contract acceptance or prior to closing.
- Seller is typically a financial institution (Bank, Mortgage Company, Corporate Investor 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.
- In multiple Offer situations; Seller MAY entertain multiple Offers on the property without accepting any Offer, Seller MAY accept an Offer with a lower sales price if all other terms are deemed more acceptable OR MAY accept no offer at all. There is no special consideration given to an Offer that was presented "first", initially "higher" and/or initially at or above asking price.
- 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 payment of fees) as may be typical in traditional transaction. Please consider this when negotiating.
- 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 HUD 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 agents representing themselves, a blood relative or a company in which they have an interest MAY not be paid a commission by the seller. Please consider this when negotiating.
- Buyer deposits may not be deposited for up to 5 days. Buyer agrees to this provision if applicable.
- Checks made payable to Priority Realty, LLC are subject to a \$40.00 non-sufficient funds fee. NSF fee is due and payable in a cashier's 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

The following items must be submitted with every Offer. Offers cannot be submitted without ALL of these items.

- 1. Fully completed CONTRACT COVER SHEET.
- 2. Fully completed and executed current version of the P.A.R STANDARD AGREEMENT FOR SALE OF REAL ESTATE with requested changes from the SALES AGREEMENT MODIFICATIONS document. The Agreement must include electing or waiving each inspection and contingency as necessary.
- 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 a personal check. Upon acceptance of Offer the check must be a CASHIER'S CHECK 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 or regular 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 LOCs 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 specific 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. In instances where a pre-approval from the seller's lender is required, buyer is under no obligation to use the seller's choice of lender.

- 5. Signed ADDENDUM TO AGREEMENT FOR SALE OF REAL ESTATE.

- 6. Signed DISCLOSURE NOTICE TO PROSPECTIVE BUYERS.

- 7. Signed BUYER SIDE CLOSING RESPONSIBILITIES.

- 8. **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!

- 9. Fully completed and signed BB&T ADDEDNUM TO REAL ESTATE CONTRACT.

- 10. Email the complete contract package in one attachment with documents in the above order to Offers@PriorityRealty.net.
REGARDING SCANNING: 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.

ADDITIONAL ITEMS OF NOTE:

Seller does NOT accept any Price Escalation Agreements.

Seller does NOT accept any Home Sale contingencies.

Seller does NOT provide any Seller's Property Disclosure Statements not even a blank one.

Seller does NOT sign the Oil, Gas and Mineral Rights/Interests Addendum.

Seller does NOT entertain incomplete offers, verbal offers, letters of intent or similar, offers which contain an assignment, offers subject to a third party buyer approval or similar contingencies.

Seller MAY not entertain a name change after the Offer has been accepted. Please consider this when preparing your offer.

These terms are non-negotiable. Please do not ask!

PLEASE NOTE: Most 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. The Paragraph headers below reference the PAR Standard Agreement for the Sale of Real Estate. Item changes are noted in **Bold**.

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 or a wire transfer when submitted with an accepted offer's complete package

(C) Must fill in "**Deposits will be held by seller's closing company.**" in the blank space

ZONING

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

SELLER REPRESENTATIONS

(A) **Status of Water** This item must be entered as "**UNKNOWN**" in the blank space

(B) **Status of Sewer** This item must be entered as "**UNKNOWN**" in the blank space

BUYER'S DUE DILIGENCE/INSPECTIONS

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

This must be stricken. Seller may NOT have activated utilities.

(C): Elect or Waive ALL inspection contingencies by initialing on each item.

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.**

CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE

(C) 1. 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

MAINTENANCE AND RISK OF LOSS

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

These words must be stricken

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

MEDIATION

This paragraph must be stricken.

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!!!

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 his 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 MAY remove personals prior to 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 SIDE CLOSING RESPONSIBILITIES

Title work and municipal requirements (occupancy inspection, dye tests, etc.) are recommended to be ordered immediately upon notification of offer terms acceptance. Lien letters, final utility readings, dye tests, municipal inspections, HOA docs, etc. are the buyer's responsibility to order and pay for. Failure to complete these items timely may not be a valid reason to extend any timeframes or waive per diem. Please work with a title company that understands this urgency and these requirements.

All timeframes begin when the Seller executes the complete contract package. Do not schedule buyer inspections for dates prior to contract execution.

Any lienable items requiring payment from the seller require a bill/invoice from the company requesting payment and back-up documentation and/or bill history for those items. Neither the seller nor Priority Realty, LLC will pay any estimated expenses. Final bills are necessary so please plan accordingly.

Most Sellers have their own Closing Agency and/or closing instructions. These are generally provided in the executed contract package. Please review the contract package for these items or request them from our office. 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 the selling side of the transaction. Our commission may be more, less or equal to the Selling Agency commission.

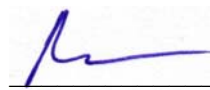
A copy of the HUD/CD MUST be sent to our office PRIOR to submission to the Seller for approval. There are instances where certain expenses will be paid on the HUD/CD. As the Selling Agent, if the property closes and these items are not paid on the HUD/CD because we were not provided a preliminary HUD/CD; 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. There will also NOT be a representative of the Seller to execute any documents at 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 closing package, 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

Date

Broker/owner; Priority Realty, LLC

Property Address

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: 412-712-9778
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: _____ Email: _____

FINANCING LENDER INFORMATION

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

CLOSING AGENT INFORMATION

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

CONTACT AND INFORMATION SHEET
(REQUIRED TO BE COMPLETED PRIOR TO CONTRACT SUBMISSION TO BB&T)

BUYER CONTACTS:

<hr/> <i>Buyer Preferred Contact Name</i>	<hr/> <i>Phone Contact</i>	<hr/> <i>Email Contact</i>
<hr/> <i>Mailing Address</i>		
<hr/> <i>Buyer's Agent Contact Name</i>	<hr/> <i>Phone Contact</i>	<hr/> <i>Email Contact</i>
<hr/> <i>Buyer's Agent Firm</i>	<hr/> <i>Agent License</i>	<hr/> <i>Mailing Address</i>

SELLER CONTACTS:

<hr/> <i>Seller Contact Name</i>	<hr/> <i>Phone Contact</i>	<hr/> <i>Email Contact</i>
<hr/> <i>Mailing Address</i>		<hr/> <i>Title of Person Signing for Owner</i>
<hr/> <i>Seller's Agent Contact Name</i>	<hr/> <i>Phone Contact</i>	<hr/> <i>Email Contact</i>
<hr/> <i>Seller's Agent Firm</i>	<hr/> <i>Agent License</i>	<hr/> <i>Mailing Address</i>

CLOSING CONTACTS:

<hr/> <i>Escrow Agent Contact Name</i>	<hr/> <i>Phone Contact</i>	<hr/> <i>Email Contact</i>
<hr/> <i>Mailing Address</i>		
<hr/> <i>Closing Agent/ Attorney Contact Name</i>	<hr/> <i>Phone Contact</i>	<hr/> <i>Email Contact</i>
<hr/> <i>Mailing Address</i>		
<hr/> <i>Kelly Stanton</i>	<hr/> <i>866-848-9085</i>	<hr/> <i>Ins-OREOTitle@BBandT.com</i>
<hr/> <i>BridgeTrust Title Group Contact Name</i>	<hr/> <i>Phone Contact</i>	<hr/> <i>Email Contact</i>
<hr/> <i>200 W VINE STREET STE 300, LEXINGTON, KY 40507</i>		
<hr/> <i>Address</i>		

EXHIBIT

PRJ: _____

PID: _____

ADDENDUM TO REAL ESTATE CONTRACT

THIS ADDENDUM TO THE REAL ESTATE CONTRACT (this "Addendum") DATED

_____ BETWEEN _____

a _____ with a principal office address of 200 West Second Street, Winston-Salem, North Carolina 27101 ("Seller"),

AND the undersigned buyer(s) listed below (whether one or more, collectively "Buyer"):

Buyer's Name: _____

Buyer's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip: _____

RELATING TO THE PROPERTY LOCATED AT (the "Property"):

[Print property address or short description on line above]

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE REAL ESTATE CONTRACT TO WHICH IT IS ATTACHED (THE "REAL ESTATE CONTRACT"), OR ANY OTHER ADDENDA TO THE REAL ESTATE CONTRACT, THE PROVISIONS OF THIS ADDENDUM WILL CONTROL UNLESS IN CONFLICT WITH APPLICABLE LAWS.

The Real Estate Contract and this Addendum shall be referred to collectively as the "Contract".

1. Closing: "Closing", as used herein, shall mean the completion of the purchase and sale transaction as provided for in the Real Estate Contract. *It is agreed that **TIME IS OF THE ESSENCE** with respect to all dates specified in the Contract and any addenda or amendments thereto. All deadlines are intended to be strict and absolute.*

The Closing shall take place on or before _____ (the "Closing Date") at a location reasonably satisfactory to Seller. The Closing Date may be extended only if: (1) Buyer submits a written request for extension to Seller and Seller agrees to

such extension in writing, in its sole and absolute discretion; **and** (2) if such amounts are approved by Seller, in its sole and absolute discretion, Buyer pays an extension fee equal to the greater of (a) \$50 per business day; or (b) 10% of the gross purchase price provided for in the Real Estate Contract divided by 365 and multiplied by the number of calendar days of the extension (the "Extension Fee"), to Seller through and including the Closing Date specified in the written extension request. The full amount of the Extension Fee must be paid directly to the Seller as directed by the Seller at the time any request for extension is made. The Extension Fee is consideration for any mutually agreed upon extension of the Closing Date and shall not be applied as a credit to the purchase price. If Closing does not occur by the Closing Date, the Contract is automatically terminated and Seller shall be entitled to any earnest money deposit and to retain the Extension Fee as liquidated damages. Further, Seller is immediately released from the obligation to sell the Property to Buyer without further authorization and consent from Buyer. Neither Seller nor its representatives shall be liable to Buyer for any damages of any kind as a result of Seller's failure to sell and convey the Property to Buyer after the Closing Date.

In the event of Seller's default under the terms of the Contract, Buyer shall be entitled to the return of the earnest money deposit as Buyer's sole and exclusive remedy at law and acknowledges and agrees that the return of the earnest money deposit to Buyer adequately and fairly compensates Buyer, and Buyer and Seller shall be released from any further obligation each to the other in connection with the Contract.

2. Title Conveyance: Seller shall convey title to the Buyer by Special or Limited Warranty Deed or Quitclaim Deed, as appropriate for the jurisdiction where the Property is located and without General Warranty covenants. In connection with Closing, **Seller shall deliver to Buyer an owner's affidavit substantially in the form attached as Exhibit -1.**

3. Insurable Title: Buyer must notify Seller in writing of any and all title objections at least ten (10) days before Closing or all objections to title shall be waived. If Seller cures said objections within fifteen (15) days from its receipt of Buyer's title objections (which cure may be completed by providing a title commitment for an owner's title insurance policy containing affirmative coverage for the title objections or, alternatively, without exception to such title objections), Buyer shall proceed to Closing as called for in the Contract, which shall remain in full force and effect. If Seller is unwilling or unable to cure the title objections, Buyer shall, at its election, either proceed with Closing in accordance with the terms of the Contract, or exercise its sole remedy, which shall be to receive a return of any earnest money deposit, terminating the Contract and rendering it null and void.

4. Condition of Property – Corporate Disclosure: Buyer is aware and acknowledges that Seller is not in the business of construction or development of real property, that Seller acquired the Property through foreclosure or conveyance in lieu of foreclosure, and that Seller has not occupied such Property.

Seller has not made, does not make and specifically disclaims, and Buyer, to the extent permitted by applicable law, hereby waives, all warranties, representations or guaranties of any kind or character, expressed or implied, oral or written, past, present or future, with respect to the quality, design, condition or value of the Property or any fixtures or personal property thereon or therein, or the compliance of such Property, fixtures or personal property with any plans or specifications or any applicable laws, including but not limited to any implied warranties of quality, habitability, workmanlike construction, freedom from defects, merchantability, suitability or fitness for a particular purpose. Without limiting the generality of the foregoing, Buyer acknowledges that Seller's disclaimer of warranties, representations or guaranties with respect to defects in the

following items, or failures of the following items to comply with applicable laws, was an integral part of the basis of the bargain between the parties:

**R
E
Q
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D**

Buyer Initials		Buyer Acknowledgement Section <i>(BUYER MUST INITIAL BESIDE EVERY ITEM REGARDLESS OF PROPERTY TYPE)</i>	
		1.	Soil conditions, the presence of asbestos, lead -based paint , radon gas, mold, mildew, spores or other microscopic organisms or hazardous materials, or any other environmental matters.
		2.	The square footage of any improvements or dimensions of any land.
		3.	All electrical wiring and fixtures in the building, the furnace, all materials comprising or supporting the roof, and all components of the air conditioning system.
		4.	Any built-in appliances.
		5.	The plumbing system and public and private water and sewer systems
		6.	All structural components of improvements (including foundations, retaining walls, columns, chimneys, floors, walls, ceilings and roofs).
		7.	Exterior walls, doors and windows, and insulation.
		8.	All components of interior walls, including the presence of Chinese - manufactured drywall.
		9.	Any crawl space or attic ventilation systems, fireplaces or flues.
		10	Any porches, decks, patios, balconies or garages.
		11.	Drainage conditions or evidence of excessive moisture.

Seller shall sell and convey to Buyer and Buyer shall accept the Property **“AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS.”** Buyer has fully reviewed the disclaimers and waivers set forth in this Addendum with counsel and understands the significance and effect thereof.

If inspection reports have been obtained by Seller or its representatives, said reports may be provided to Buyer for information purposes only. Seller does not warrant the truth or validity of any findings that may be contained in such reports.

Buyer hereby acknowledges and agrees that Buyer has thoroughly inspected and examined the Property. Buyer is responsible for obtaining inspection reports from qualified professionals to assess structural and mechanical components and to detect the presence of asbestos insulation, lead based paint, radon gas, mold, mildew or any microscopic organisms. If Buyer disapproves of the Property pursuant to the Contract inspection provision, Buyer agrees to furnish Seller with a copy of all inspection reports. However, Seller is not required to perform any repairs outlined in said reports.

Mold, mildew, spores and other microscopic organisms are environmental conditions that are common in residential properties and may affect the Property. Mold, in some form, has been reported to be toxic and cause serious physical illnesses, including, but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or the elderly. Mold has also been reported to cause extensive damage to personal and real property. Seller cannot suggest, refer, recommend, or infer that you should or should not use a Mold Inspector. Should you desire an inspection by a Certified Mold Inspector, you should contact an Inspector who has been certified to capture mold samples for laboratory testing. No warranty, representation or recommendation can be made by any agent or representative of the Seller concerning any Mold Inspector. Buyer is **STRONGLY URGED** to independently determine the competency of any Mold Inspector to be used in connection with the purchase, sale or rental of real estate.

The provisions of this Section 4 shall survive Closing or any termination of the Contract.

5. Arbitration: Buyer and Seller agree that any and all claims, disputes and controversies between Buyer and Seller with respect to the Property or any fixtures or personal property thereon or therein, including without limitation any claim for breach of contract, defective construction, negligence or willful conduct, shall be settled by binding arbitration. Any person or entity in contractual privity with Seller shall be entitled to enforce this arbitration agreement.

The arbitration shall be conducted by the American Arbitration Association, Construction Arbitration Services, Inc., or DeMars & Associates, Ltd. The choice of arbitration service shall be that of the claimant. The arbitration shall be conducted pursuant to the applicable rules of the arbitration service selected. If for any reason this method for selecting an arbitration service cannot be followed, the parties to the arbitration shall mutually select an arbitration service.

The parties expressly agree that this arbitration agreement involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. Section 1, et seq.), to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

The decision of the arbitrator shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction.

The provisions of this Section 5 shall survive Closing or any termination of the Contract.

6. Repairs: Buyer and its representatives shall not enter onto the Property for the purposes of making repairs or altering the Property prior to Closing without written authorization from Seller. In the event the Buyer does breach the Contract by making repairs or alters said Property prior to Closing without Seller consent, the Buyer agrees to indemnify the Seller from any and all claims related to said repairs. Buyer shall be liable to the Seller for damages, including reasonable

attorney fees, caused by such alterations and waives any claims for unjust enrichment. Buyer shall not occupy the Property or allow any persons to occupy the Property prior to Closing. Any repairs or treatments Seller agrees to perform are not guaranteed or warranted.

7. Closing Costs: Unless Buyer and Seller agree otherwise in writing, buyer and Seller agree to pay the closing costs which are customarily paid by each in the area where the Property is located, as more particularly set forth in the Contract. Other than as customarily provided for otherwise in the jurisdiction where the Property is located, Seller's responsibilities for closing costs include deed preparation, deed tax stamps, real estate commission, pro-rated property taxes and pro-rated home owner dues. Buyer shall be responsible for any other assessments charged against the property by a municipality, city, state, or county. Under no circumstances shall Seller be responsible for any monies due, paid, or to be paid after the Closing Date. Buyer shall be responsible for paying all costs and expenses associated with any loan(s) to be obtained by Buyer, title commitments, title insurance premiums and for closing services (other than as and to the extent Seller customarily pays such costs in the applicable state and jurisdiction where the Property is located) and recording fees. Each of Buyer and Seller agree that they shall be responsible for payment of their own legal fees and expenses in connection with the Closing.

8. Possession: Seller shall deliver possession of the Property to Buyer at Closing and funding of the sale. Buyer is hereby informed the Property may be on a master key system. Buyer is encouraged to re-key the Property after Closing and agrees to hold Seller harmless for any theft or damage of personal property.

9. Assignment: Buyer may not assign the Contract without the prior written consent of Seller, the exception being where Buyer establishes an entity for the specific purpose of acquiring the Property and provided that all assignees are otherwise in compliance with Section 12 hereof.

10. Restrictive Covenants: Seller has not made, does not make and specifically disclaims, and Buyer, to the extent permitted by applicable law, hereby waives, all warranties, representations or guaranties of any kind or character, expressed or implied, oral or written, past, present or future, with respect to whether the Property is subject to regulation by one or more owners' association(s) and governing documents which impose various mandatory covenants, conditions and restrictions upon the Property, including, but not limited to, obligations to pay regular assessments or dues and special assessments. Buyer is responsible for obtaining and reviewing applicable covenants, restrictions, by-laws or conditions governing the Property. Unless a longer time period is required by applicable law, Buyer will be deemed to have accepted said covenants and restrictions, if any, unless Buyer notifies Seller of Buyer's non-acceptance in writing within three (3) days of Seller's acceptance of the Contract.

11. Survey: Seller will not be responsible for providing Buyer with a survey. In the event Buyer obtains a survey in connection with Closing, Buyer shall pay all survey costs. In the event Closing does not occur for any reason whatsoever, Buyer will provide Seller with any such original sealed survey at no cost to Seller.

12. Compliance with BB&T Internal Policy, OFAC, and other Federal Laws: The Office of Foreign Assets Control (OFAC) of the US Department of the Treasury administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. If Seller determines that

the Closing of this transaction will violate any provision of OFAC or any other federal law, the Contract shall be voided.

Additionally, Branch Banking and Trust Company (“BB&T”) internal policy specifically prohibits officers or employees, or an immediate family member living in the same household of such officer or employee, or any business owned in whole or in part by an officer, employee, or immediate family member of an officer or employee from engaging in real property transactions with BB&T. This includes the purchase of corporate property owned by BB&T or its affiliates acquired through credit workout, deed in lieu of, foreclosure, repossession, settlement, legal proceedings, or like action. This prohibition applies even if the property is sold through public auction or sale. If Seller determines that the Closing of this transaction violates the above referenced BB&T internal policy, the Contract shall be voided.

13. Escrow Agent: Notwithstanding anything contained within the Real Estate Contract to the contrary, Buyer and Seller hereby agree and acknowledge that

("Escrow Agent")

shall serve as the escrow agent for Closing, and shall hold and apply the earnest money deposit (and any other funds to be deposited in escrow) pursuant to and in compliance with the provisions of the Contract. Buyer shall deliver any such earnest money and other deposit funds to Escrow Agent upon execution hereof. ***TIME IS OF THE ESSENCE*** with respect to the delivery by Buyer of the earnest money deposit hereunder. Unless otherwise instructed by Seller, Escrow Agent shall deliver any such funds to the appropriate closing agent or attorney prior to Closing. No additional compensation shall be due Escrow Agent hereunder (unless otherwise required by applicable law) by Seller for any services performed by Escrow Agent. Escrow Agent’s contact information may be found on the Contact and Information page.

14. Optional Title Policy: In an effort to expedite Closing, *Time Being of the Essence*, Buyer may choose to purchase an Owner's Title Policy prepared and offered by BridgeTrust Title Group (“BridgeTrust”), a wholly-owned subsidiary of BB&T, or an affiliate of BridgeTrust. Because of this relationship, this offering, if accepted, may provide BB&T a financial or other benefit. **While you are NOT required to use any product offered by BridgeTrust as a condition of the purchase, sale, or financing of the Property, it may benefit you as an Owner's Title Policy may be offered at a discounted rate.** BridgeTrust will give simultaneous discounts where available if they also issue the lender's title insurance covering any loan you obtain to purchase the Property. There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services. **Please select one of the below options regarding the Optional Title Policy offering:**

SELECT ONLY ONE	Optional Title Policy Buyer Selection <i>(PLEASE MAKE ONE SELECTION ONLY)</i>
<input type="checkbox"/>	I have received the Title Commitment (attached as Exhibit -2) from BridgeTrust and request BridgeTrust to provide an expedited Title Policy for the purchase of the Property.
<input type="checkbox"/>	I have not received the Title Commitment from BridgeTrust as Exhibit -2 but request BridgeTrust to provide an Owner's Title Policy for the purchase of the Property.
<input type="checkbox"/>	I do not want to use the existing Title Commitment from BridgeTrust for the purchase of the Property and will locate and engage a third party title company at my own expense, unless otherwise agreed to in this Agreement.

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EXHIBIT -1 TO ADDENDUM TO REAL ESTATE CONTRACT

**EXAMPLE FOR CLOSING:
DO NOT COMPLETE THIS FORM AS PART OF THE CONTRACT EXHIBIT.**

AFFIDAVIT/AGREEMENT REGARDING LIENS ("AFFIDAVIT")

("Title Company")

STATE OF _____

COUNTY OF _____

Before me personally appeared _____,
_____, of _____, (the

"Owner"), who, being duly sworn, says as follows:

1. Owner is the record owner of the real property more particularly described on **EXHIBIT "A"** attached hereto (the "Property").

2. To the best of Owner's actual knowledge, no improvements or repairs have been made to the Property by Owner during the one hundred twenty (120) days immediately preceding this date except for routine maintenance and other non-material repairs and those improvements and repairs described on **EXHIBIT "B"** attached hereto. As to those costs incurred by Owner as identified above and on **EXHIBIT "B"**, Owner agrees to indemnify and hold harmless the Title Company as set forth below.

3. Owner discloses that it acquired title to the Property pursuant to foreclosure (or deed in lieu thereof) and makes no representations or warranties as to unpaid bills, liens or other matters affecting title to the Property arising from the actions or inaction of predecessors in title to the Owner.

4. This Affidavit is made for the purpose of inducing the Title Company to issue its policy or policies of title insurance upon the Property without exception therein to unfiled mechanics' and materialmen's liens. In consideration thereof, the Owner agrees to indemnify and hold the Title Company harmless from any and all loss, cost, damage and expense of every kind, including attorney's fees, which the Title Company shall or may suffer or incur or become liable for under its policy or policies, directly or indirectly, out of the improvement to the Property, or on account of any mechanics' or materialmen's liens or claims of lien, or in connection with the enforcement of this Affidavit, but only to the extent that any such improvements, or mechanics' and materialmen's liens, are in connection with work ordered or contracted for by the Owner or its authorized agents during its ownership of the Property.

5. To the best of Owner's actual knowledge, there is no proceeding relating to the Property which is now pending in any State or Federal Court in the United States nor does it know of any State or Federal Judgment or any State or Federal Lien of any

**EXAMPLE FOR CLOSING:
DO NOT COMPLETE THIS FORM AS PART OF THE CONTRACT EXHIBIT.**

kind or nature whatsoever which now constitutes a lien or charge upon the Property except as may be shown on Owner's current title insurance policy, any commitment or policy issued by the Title Company or as shown on the public records of the County in which the Property is located.

6. To the best of Owner's actual knowledge, there are no outstanding leases or agreements, written or oral, recorded or unrecorded, executed by Owner or its agents, entitling any other person or entity possession of any part of the Property except as may be shown on Owner's current title insurance policy, any commitment or policy issued by the Title Company or as shown on the public records of the County in which the Property is located.

7. As used herein, "to the best of Owner's actual knowledge" shall be limited to the actual knowledge of that person executing this Affidavit on behalf of Owner. Notwithstanding the foregoing, the indemnity set forth in Paragraph 4 shall extend to work contracted for or authorized by the Owner or its authorized agents.

OWNER:

_____ ,

By: _____ ,

Name: _____ ,

Title: _____ ,

SWORN TO AND SUBSCRIBED before me

this ____ day of _____, _____.

Notary Public

Print Name: _____

My commission expires:

[Affix Notarial Seal]

EXHIBIT -2 TO ADDENDUM TO REAL ESTATE CONTRACT

Title Commitment from BridgeTrust Title Group

(BB&T Officer: Attach Title Commitment as referenced in Section 14 , if available)

[Title Commitment to appear on following page, if available]