

ADDENDUM TO SELLER'S DISCLOSURE NOTICE

Property: _____

Buyer is advised that Seller acquired the property by foreclosure auction, an "REO" owned transaction, or similar proceedings, or that Seller may have acquired the property from a direct or open market seller. Buyer is advised that Seller has never resided in the property. Disclosure is limited due to the fact that Seller may have no knowledge of the property's history prior to its acquisition. The information contained in the SELLER'S DISCLOSURE NOTICE that the Seller has provided may have been based mostly upon a limited visual inspection of the property. Seller made no inspection of inaccessible areas or mechanical systems except as stated in the SELLER'S DISCLOSURE NOTICE. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the Property other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's representatives, brokers or agents, or that Seller may have received otherwise. Any such reports furnished by Seller or its representatives, brokers and/or agents in connection herewith shall be for informational purposes only, and Seller makes no representations or warranties about their accuracy or completeness.

Buyer understands and acknowledges that any information provided on or behalf of Seller with respect to the property including, without limitation, all information in this and other Disclosures was obtained from a variety of sources and that Seller and Seller's broker(s) and agent(s) have not made any independent investigation or verification of such information and make no representation or warranty as to the accuracy or completeness of such information.

Buyer acknowledges that each and every third-party engaged by or for the benefit of Seller in connection with the purchase and sale contemplated herein is an entity separate and apart from Seller, and is not employed by, controlled by or affiliated with Seller in any way except as otherwise stated herein and in the One to Four Family Residential Contract (Resale). Accordingly, third-parties engaged by Seller are limited in scope to the purpose for which they are expressly engaged, and any information provided to or received by any third-party outside their limited scope is not deemed to be provided to or received by Seller.

All information given through the MLS listing service and flyers is deemed reliable, but not guaranteed. Buyers are advised by the Seller, and the brokers herein that it is their duty to perform all necessary inspections from a licensed inspection company to assess the condition of the property that Buyer is purchasing. All inspection reports conducted by the Buyer are hereby, deemed included and made a part of the SELLER'S DISCLOSURE NOTICE. The SELLER'S DISCLOSURE NOTICE, along with this addendum, and Buyer's inspection reports, if any, appears to accurately represent this property at this time. Seller is unaware of the status of any applicable permits. Seller cannot confirm with certainty the existence of any sewer/septic/well on the subject property and any disclosure regarding the same is deemed reliable, but not guaranteed. If applicable, or as otherwise stated in any Seller disclosure, Buyers are advised that any remodel done by Seller may have been done without permits. In regards to SELLER'S DISCLOSURE NOTICE, please be advised that the Seller is unaware of all building codes in this city, county, and state or whether the property is in compliance with the same.

Buyer understands that many agents, tenants, and others have had access to the subject property. Seller and Seller's brokers highly recommend that Buyers change the locks on subject property promptly after the close of escrow. Seller will not provide keys to Buyer at close of escrow.

Buyer acknowledges that the square footage of the subject property has not been measured by Seller, or Seller's broker(s) or agent(s) (including the square footage of the lot and home) and the square footage quoted on any marketing tools such as advertisements, brochures, MLS data, auction websites and any other information provided, is based on information furnished to Seller by other parties and is therefore deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon any such marketing tool and that such tools are not representations and/or warranties of Seller or any of its brokers, agents or auctioneers. Buyer is buying the Property AS IS, WHERE IS, WITH ALL FAULTS, DEFECTS, AND LIMITATIONS and Buyer acknowledges Buyer's own responsibility to perform all due diligence and investigation regarding Buyer's acquisition of the subject property, including the measurement or confirmation of the square footage of the subject property.

Buyer represents and warrants to Seller that at recordation and by closing escrow: (1) Buyer has had adequate time and access to the Property to (i) conduct a complete and thorough inspection of the Property, (ii) examine all title matters and other matter concerning the Property, and (iii) review all agreements relating to the Property including, but not limited to,

the disclosures and reports required by any law, rule or ordinance, (2) Buyer has conducted and completed such inspections, or has freely and voluntarily waived the right to do so, (3) Buyer is purchasing the Property based solely upon Buyer's own inspection(s) and investigation(s) of the Property, including hiring third-parties to do so on their behalf, or waiver of the same, (4) Buyer has satisfied himself/herself/itself in all respects as to the Property and the condition thereof including, without limitation, the value of the Property, its location, insurability, physical condition, environmental condition, the structural or environmental integrity of any and all improvements on the Property, all title matters concerning the Property, all applicable common interest community, condominium community and unit owner's or homeowner's association documents, rules and regulations concerning the Property, and all other matters with respect to the Property, and (5) Buyer is aware of all laws, rules, ordinances and requirements affecting the condition and ownership of the Property including, without limitation, all applicable zoning and land use regulations and local ordinances. The closing of this transaction shall constitute Buyer's acknowledgement that Buyer is purchasing the property solely in reliance on Buyer's own, independent investigation and that no representations or warranties of any kind whatsoever expressed or implied, have been made by Seller, Seller's brokers, Seller's agents, or Seller's attorneys. Buyer further agrees to release, indemnify, and defend Seller, Seller's brokers, Seller's agents, and Seller's attorneys from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount, whether in law or equity, arising from the condition of the subject Property.

HOA/Keys/Remotes: Seller has owned subject property for a short time and may not be aware if it is in an HOA community or has HOA assessments. Buyer agrees to investigate and satisfy himself/herself/itself regarding any and all HOA jurisdiction, rules, covenants, and conditions. Furthermore, Seller will not provide mail keys, gate remotes, or garage remotes, as they do not transfer to Seller through means of Seller's purchase, unless otherwise agreed to in writing. Buyer therefore agrees to purchase the property in its present "AS-IS" condition at the close of escrow.

Mold Disclosure: There has been a great deal of publicity regarding the existence of mold (fungus) in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause health problems for certain individuals. Not all molds are detectable by a visual inspection by a seller, broker, or even a professional whole house inspector. It is also possible that the property could have a hidden mold problem that the Seller and its broker/agent are not aware of. The only way to provide a reasonable assurance that the property does not have a mold or other health hazard problem is to retain the services of an environmental expert who will conduct tests. Normally, these tests will consist of an interior and exterior examination for airborne spores and carpet test, but other procedures may be necessary. Any mold should be professionally evaluated. Seller and its broker advise and recommend that Buyer should have a mold test performed by an environmental professional as either a separate test or an add-on to their whole house inspection. Buyer is solely responsible for requesting and obtaining this test. This is especially necessary if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, standing water or water intrusion at the property since most molds thrive on moisture. All inspections, including those to detect mold, should be completed within the inspection period established in the purchase agreement and counter offer. Any waiver or failure on the part of a Buyer to complete and obtain all appropriate tests, including those for mold, is against the advice of Seller and the broker herein. Seller and its broker have not and cannot verify whether or not there is any health hazard at the property. Buyer is fully aware that it is Buyer's sole responsibility to hold through physical inspections of the subject property and to fully satisfy himself/herself/itself of the condition of the property prior to closing of escrow.

Buyer Signature

Date

Seller Signature

Date

Buyer Signature

Date

Seller Signature

Date