

## Seller's Addendum

1. Items of personal property are not included in this sale. Seller does not make any representation or warranty, oral or written, express or implied, as to the condition of personal property, title to personal property or whether any personal property is encumbered by any lien. Any personal property on the Property may be subject to claims by third parties and, therefore, may be removed from the Property. Buyer agrees that Seller shall not have any liability for any claim or loss Buyer may incur related to personal property. Buyer assumes sole responsibility for any personal property remaining on the Property after the closing of the sale transaction. There will not be any Bill of Sale provided at closing unless the Agreement specifically contemplates the purchase and sale of a manufactured home.
2. Seller shall provide to Buyer at closing a Special Warranty Deed, or its local equivalent. Seller will not provide a Warranty Deed or General Warranty Deed.
3. Buyer must obtain Seller's written consent prior to changing Buyer's financing type or lender.
4. Buyer shall hold Seller, its respective future, present and former parent companies, both direct and indirect, subsidiaries, partnerships, joint ventures, shareholders, directors, sureties, agents, employees, attorneys, insurers, representatives, members, managers, officers, affiliates, successors and assigns of each such company harmless from any claims or damages of any nature related to unauthorized access to the Property or theft or damage that occurs after title to the Property is transferred to Buyer. Buyer shall be responsible for transferring all utilities on the Property immediately after acquiring title to the Property.
5. Notwithstanding anything to the contrary in the Agreement, Buyer expressly waives any right to assert a claim for specific performance or other relief as may be provided by law, or both. Buyer agrees that the sole remedy for Seller's default under this Agreement is the return of Buyer's earnest money deposit.
6. The Property may be encumbered by one or more liens/deeds of trust. Notwithstanding anything to the contrary in this Agreement, Seller's obligations to close transaction, with respect to the Property shall be conditioned upon lender approval to release of the property from such encumbrance(s). Seller/Owner shall not be responsible for any delay in Closing, or any costs of expenses incurred by Buyer/Purchaser in connection with securing the loan release of the Property.
7. No provision of this Addendum shall be revised or modified except by an instrument in writing signed by Buyer and Seller.
8. Buyer agrees that to the extent any release, hold harmless, waiver or indemnity provision in the Agreement or this Addendum is deemed overbroad under applicable law, such provision shall be narrowed or limited in a manner that provides Seller with the maximum protection available under applicable law.
9. To the extent permitted by law, and except as otherwise set forth herein, Seller makes no representations or warranties as to compliance with any Homeowners Association bylaw or restrictive covenant as to the Property. Buyer, through its own due diligence, assumes any and all liability as to Buyer's intended use of the Property and whether or not that use violates or conforms with any applicable local law, ordinance or restrictive covenant. Furthermore, Buyer agrees to hold harmless, indemnify and forever defend Seller for any claims or suits associated with Buyer's use of the Property, specifically, but not limited to, leasing violations when leasing may be prohibited by local law, ordinance or applicable restrictive covenant. This obligation shall survive closing.
10. Except to the extent modified by this Addendum, the Agreement remains in full force and effect. If any provisions of this Addendum contradict or is inconsistent with any provisions of the Agreement or any addendum thereto, then the provisions of this Addendum shall prevail. If any provision of this Addendum is determined to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired thereby.
11. This Addendum may be executed in any number of counterparts. Each counterpart shall be deemed an original and, together, all such counterparts shall constitute one and the same instrument. Signatures on this Agreement, including any electronic signature that complies with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001 et seq.) and is transmitted by facsimile, e-mail or other electronic imaging means shall have the same force and effect as an original signature.

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Buyer                      Date

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Buyer                      Date

\_\_\_\_\_  
Seller                      Date