

Seller's Addendum A

This Addendum is incorporated into and made a part of the Purchase and Sale Agreement ("Contract") by and between the undersigned seller (the "Seller") and buyer (the "Buyer") with respect to the property as further defined in the Contract (the "Property"). If there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall control and govern the rights and obligations of the parties. Capitalized terms have the meaning given in the Contract, unless otherwise defined herein.

1. Buyer acknowledges and agrees that the Seller may first need to release the Property from a securitization pool, which could extend the close of escrow date set forth in the Contract. Seller agrees to reimburse the Buyer at closing for any actual, documented out-of-pocket expenses incurred by the Buyer solely as a result of such delay in an amount not to exceed \$1500. If this occurs, Buyer agrees to sign any extension documentation that may be required by Escrow company or others and agrees to otherwise cooperate with such extension.
2. Seller's sole and exclusive remedy for Buyer's default under the Contract shall be the cancellation of the Contract and the release to Seller of any earnest money held in escrow pursuant to the Contract (the "Earnest Money") as Seller's liquidated damages. The parties agree that Seller's actual damages in the event of a Buyer default would be difficult to measure, and the amount of the liquidated damages herein provided for is a fair and reasonable estimate of Seller's actual damages. Upon receipt of notice of such Buyer's default and cancellation of the Contract, the holder of any Earnest Money shall promptly release such Earnest Money to Seller. Buyer's sole and exclusive remedy for Seller's default under the Contract shall be the cancellation of the Contract and return of the Earnest Money to Buyer.
3. Notwithstanding anything set forth herein to the contrary, it is understood and agreed that Seller is conveying the Property As-Is Where-Is, with all defects, latent or otherwise, and Seller disclaims all warranties or representations of any kind or character, express or implied with respect to the Property, including but not limited to warranties or representation as to zoning, tax implications, liens, physical or environmental conditions of the home, Property or surrounding areas, availability to access, ingress or egress, Property value, operating history, governmental approvals, governmental regulations, and matters of title (other than Seller's warranty of title set forth in either limited warranty deed or special warranty deed (specific to states) to be delivered at closing) and any other matter or thing relating to or affecting the Property.
4. This Addendum may be (i) executed in counterparts and all such counterparts shall constitute one and the same document and (ii) delivered in signed copies via e-signature platform, electronic mail and/or PDF and the same shall be deemed the equivalent of delivery of a hard copy original.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of the date set forth below.

Buyer

Seller

Date: _____

Date: _____