

ZETABID PURCHASE CONTRACT ADDENDUM 1

This real estate purchase contract addendum amends and supplements the Purchase Contract, and where applicable the escrow provisions. In the event the terms of the Purchase Contract are in conflict with this Addendum, the terms contained in this Addendum shall prevail.

Release of Earnest Money Deposit:

Buyer's Earnest Money deposit in the possession of the escrow/closing agent shall be delivered to and retained by Seller as Seller's sole remedy and right of damages, subject to any state maximum liquidated damage limits. Seller shall notify Escrow/Closing Agent in writing of such failure or default by Buyer and ESCROW/CLOSING AGENT SHALL ACT WITHOUT ANY FURTHER INSTRUCTION OR CONSENT BY EITHER PARTY AND IS HEREBY IRREVOCABLY INSTRUCTED TO ACT ON SUCH NOTICE OR REQUEST AND SHALL DELIVER THE EARNEST MONEY DEPOSIT TO SELLER WITHOUT ANY FURTHER NOTICE OR APPROVAL FROM THE BUYER.

Buyer and Seller agree to hold Escrow/Closing Agent free and harmless from any and all liability in connection with a release of funds referred to above and for the recovery of said funds in the event this sale is not consummated. Any and all disputes between Buyer and Seller regarding these funds shall be handled outside of escrow. No unilateral instructions by Buyer contrary to the provisions of this Addendum shall be of any force or effect.

Buyer Initials _____

Seller Initials _____

Financing Contingency:

Check One:

Cash Buyer. Buyer has provided Seller with verifiable evidence that Buyer has sufficient funds that are available to pay all amounts required of Buyer under this Agreement to complete the Purchase on or before the Closing Date. This sale is **NOT CONTINGENT** upon Buyer obtaining any financing nor will Closing be extended for that purpose. If Buyer fails to close the escrow for any reason related to Buyer's inability to fully pay the Purchase Price and/or all other sums required under this Agreement or for any reason other than Seller's default, Buyer will be in default under this Agreement and subject to immediate Release of Earnest Money Deposit as outlined above.

Financing with Designated Auction Lender

Buyer has been prequalified for a loan prior to executing this Agreement and Buyer will formally apply for a loan with auction's designated lender ("Designated Lender") at or immediately after the auction

Buyer shall have twenty one (21) days ("Financing Contingency Period") from the date of acceptance to qualify for a loan through the Designated Lender. Buyer may cancel this Agreement within the Financing Contingency Period if Buyer provides to Seller 1) a written

denial letter from the Designated Lender and 2) a written cancellation request. Denials based on required repairs which are less than \$10,000, or insufficient appraisal valuation is not valid reasons for cancellations within the Financing Contingency Period. If cancellation is valid, the Seller shall then direct Escrow/Closing Agent to return Buyer's Earnest Money Deposit.

If Buyer has not provided a valid denial letter by the end of the Financing Contingency Period, Buyer agrees that the agreement is no longer contingent upon achieving financing. If Buyer fails to close the escrow for any reason related to Buyer's inability to fully pay the Purchase Price and/or all other sums required under this Agreement, or for any other reason other than Seller's default, Buyer will be in default under this Agreement and subject to immediate Release of Earnest Money Deposit as outlined above. Buyer is under no obligation to fund a loan with the Designated Lender but denial letters from third party lenders are not permissible to cancel this transaction within the Financing Contingency Period. The Buyer agrees to cooperate and comply with all requests for documents and information from the Buyer's chosen lender during the loan application process. Failure of the Buyer to comply with such document and information requests from the lender that result in the denial of the mortgage loan shall be considered in default and subject to immediate release of the Earnest Money Deposit as outlined above.

Financing with Third Party Lender

Buyer has provided Seller with verifiable evidence that Buyer has been prequalified for a loan prior to executing this Agreement with a third party lender ("Lender") and when combined with the Earnest Money Deposit and additional funds of Buyer, immediately verifiable and available, will be sufficient to pay all amounts Buyer is required to pay under this agreement to purchase the property on or before the Closing Date. The sale is **NOT CONTINGENT** upon Buyer obtaining a new loan or any other financing. If Buyer is unable to close the escrow by the Closing Date for any reason related to Buyer's inability to fully pay the Purchase Price and/or all other sums required under this Agreement, or for any reason other than Seller's default, Buyer will be in default and subject to immediate Release of Earnest Money Deposit as outlined above.

Buyer Initials _____

Seller Initials _____

Buyer Signature: _____

Date: _____

Seller Signature: _____

Date: _____