

ADDENDUM "A"
FIRST ADDENDUM TO CONTRACT

This Addendum is to be made a part of the agreement (Contract of Sale) dated _____, 20____ between Community Bank and Trust (Seller) and _____ (Purchaser), for the property located at: _____ (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

(A) RECAP OF CONTRACT TERMS

- (i) Sale Price to be \$_____.
- (ii) Earnest Money Deposit (hereinafter to be referred to as "Earnest Money Deposit or Initial Deposit") to be \$_____ at the signing of the contract. **All earnest money shall be paid to Keller Knapp, Inc. ("Holder")**. The earnest money shall be deposited in Holder's escrow / trust account (with Holder retaining the interest if the account is interest bearing) within 3 banking days from Binding Agreement Date. If Purchaser writes a check for earnest money and the same is deposited into Holder's escrow / trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have 3 (three) banking days after receiving such notice to deliver good funds to Holder. In the event Purchaser does not timely deliver good funds, Seller shall have the right to terminate this agreement upon notice to Purchaser.

(B) NO REPRESENTATIONS OR WARRANTIES: PROPERTY SOLD "AS IS"

Buyer acknowledges and understands that the Property (Property is herein defined to be the property and improvements, if any, which are the subject of the Contract) is being sold as-is, where-is, and with all faults. Buyer further acknowledges and understands that the Property was acquired by the Seller through foreclosure action, therefore, the Seller was not an owner-occupant and its information concerning the Property and its condition is limited. Buyer is hereby informed that Seller is unaware of any latent defects in the Property or any appurtenant systems, including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, septic, soil conditions, foundation, structural integrity, environmental condition, pool or related equipment. Seller makes no representations or warranties as to any of the above, the condition of the Property, the Property's systems, the serviceability or fitness for a particular use of the Property, or any component of the Property. Buyer agrees that in contracting to buy the Property. Buyer has not relied upon any representation or warranty made by the Seller, any parent, subsidiary or affiliate thereof, or any of its officers, directors, employees, agents or representatives.

(C) INSPECTIONS

- (i) Buyer, at Buyer's sole cost and expense, and after Seller's written acceptance of this offer, shall have the opportunity to inspect the property including, but not limited to, environmental, asbestos, radon gas, lead paint, mold, physical defects including structural

defects, roof, basement, mechanical systems such as heating and air conditioning, electrical systems, sewage and septic systems, plumbing, exterior site drainage, termite and other types of pest and insect infestation or damage caused by such infestation, and boundary surveys. Any and all costs and expenses associated with this inspection shall be referred to as "inspection costs". If the sale fails to close due to an issue stemming from this inspection, Seller shall not be required to reimburse Buyer for inspection costs. Seller does not supply "surveys, boundary surveys or footprint surveys".

- (ii) **Seller is not responsible for turning on utilities for inspection.** It is the sole responsibility of the purchaser to turn on utilities.

(D) Transfer of title

Seller will transfer title by means of **limited warranty deed**, or an equivalent thereof (the "Deed"). The acceptance of the Deed by the Buyer will be deemed to constitute full compliance by the Seller with all of the terms and conditions of the Contract and this First Addendum

(E) Closing

Closing attorney shall be determined by seller. Closing shall take place at Seller's attorney's office of: Seth Persily with Adorno & Yoss (404-347-8000).

(E) Cooperation

Seller has the right at any time to void the contract if Seller or Seller's Agent does not receive full cooperation of the buyer, buyer's agent, mortgage company or other parties involved in the transaction, with no liabilities for commissions or other costs to be paid. Seller may void contract by hand delivery or mailing a written notice to the purchaser or purchaser's agent. Purchaser has two days to cure said inconsistency or contract will become null and void.

Seller: _____ Date: _____
Community Bank and Trust

Listing Agent: _____ Date: _____

Name Printed: _____

Purchaser: _____ Date: _____

Name Printed: _____

Selling Agent: _____ Date: _____

Name Printed: _____