

**ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_ (Offer), made by the undersigned  
2 Buyer with respect to the Property located at \_\_\_\_\_,  
3 \_\_\_\_\_, Wisconsin (Property).

4 PARAGRAPHS PRECEDED BY A BOX (  ) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM ONLY IF MARKED,  
5 SUCH AS WITH AN "X".

6 **LICENSEE DISCLOSURE OF PERSONAL INTEREST (NOT TO BE USED FOR RESPA DISCLOSURE PURPOSES)**

7  (Buyer) (Seller) **STRIKE ONE** is a real estate licensee with \_\_\_\_\_  
8 and, if the Buyer, is purchasing the Property for (personal/speculation/investment) **STRIKE AS APPLICABLE**  
9 purposes.

10  Licensee, \_\_\_\_\_ (Name), serving as a real  
11 estate agent in this transaction, is a relative of (Buyer) (Seller) **STRIKE AS APPLICABLE**.

12  **LICENSEE INTEREST IN BUYER/SELLER ENTITY.** Licensee, \_\_\_\_\_ (Name),  
13 serving as a real estate agent in this transaction with the consent of the Parties to this Offer, which is hereby  
14 acknowledged, has the following interest in the (Buyer) (Seller) **STRIKE ONE** entity (e.g., name of LLC,  
15 partnership, corporation, etc.) \_\_\_\_\_.

16  **CLOSING OF BUYER'S PROPERTY CONTINGENCY**

17 This Offer is contingent upon the closing of the sale of Buyer's property located at \_\_\_\_\_  
18 \_\_\_\_\_ no later than \_\_\_\_\_.

19 Property is, or shall be within seven days of acceptance of this Offer, listed with \_\_\_\_\_  
20 \_\_\_\_\_, at a list price no greater than \_\_\_\_\_.

21 Seller may keep this property on the market for sale and have the unrestricted right to accept by signature any secondary  
22 offer(s). If Buyer's property does not close on or before the closing date for this Offer or if an offer for Buyer's property becomes  
23 null and void for any reason, Buyer shall promptly notify Seller, and either Party shall have the right to declare this Offer null  
24 and void by written notice thereof delivered to the other Party.

25  **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY – NON-CONTINGENT / NO BUMP**

26 Seller acknowledges that Buyer has provided Seller with a copy of the offer to purchase on Buyer's property with proof  
27 that all contingencies are satisfied or removed, and which has a closing date on or before the closing date of this Offer.

28  **ACCEPTED OFFER TO PURCHASE ON BUYER'S PROPERTY – CONTINGENT / NO BUMP**

29 Seller acknowledges that Buyer has provided Seller with a copy of the offer to purchase on Buyer's property  
30 which is subject to financing and \_\_\_\_\_  
31 \_\_\_\_\_, and which has a closing date on or before the closing date of this Offer.

32  **CONTINUED MARKETING – WITH BUMP CLAUSE**

33 If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. This Offer  
34 shall be null and void and Buyer shall be deemed conclusively to have forfeited and released any interest in the  
35 Property unless Buyer prior to such notice or within \_\_\_\_\_ hours of Buyer's Actual Receipt of  
36 such notice, delivers to Seller one of the following:

37 (1) Written notice from Buyer that this Offer is not subject to the closing of Buyer's property and that Buyer is  
38 waiving all financing contingencies making this a cash Offer AND written verification from a financial institution  
39 or a third party in control of the funds that Buyer has sufficient funds necessary to close this transaction which are  
40 not contingent on the sale of Buyer's property; or (2) a copy of the offer to purchase on Buyer's property which  
41 has all contingencies, other than any financing contingencies, properly removed or satisfied AND written verification  
42 from a financial institution that buyer under said offer to purchase has been pre-approved for financing based on  
43 the following minimum criteria: satisfactory credit history, accepted offer terms and buyer debt ratios.

44 If the Buyer satisfies this requirement using (2) above, this contingency shall be deemed modified and shall be  
45 subject only to the successful closing of Buyer's property on or before the closing date in this Offer.

46 **NOTE:** Buyer may not unilaterally waive this contingency without complying with requirements (1) or (2) at lines 37-45, above.

47 **STRIKE NEXT SENTENCE IF NOT APPLICABLE: Other than Buyer Financing Pre-approval letter, if**  
48 **applicable, Earnest Money and \_\_\_\_\_, all deadlines in this Offer**  
49 **which are measured from acceptance shall be measured from the time Buyer has complied with either**  
50 **requirement (1) or (2) above.**

51  **FINANCING PRE-APPROVAL**

52 Within seven days of acceptance of this Offer, Buyer shall provide Seller with written verification from a financial institution or  
53 mortgage broker that Buyer has been pre-approved for financing based on the following minimum criteria: satisfactory credit  
54 history, accepted offer terms and buyer debt ratios.

55 If Buyer does not make timely delivery of said pre-approval, Seller may terminate this Offer if Seller delivers a written notice  
56 of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written financing pre-approval.

57 **NOTE:** Pre-approval shall not be considered a final loan commitment.

58  **MAPS AND SURVEY**

59 **CAUTION: Consider cost and need for map features before selecting them.**

60  **PREVIOUS SURVEY MAP:** Buyer acknowledges receiving a copy of the **(Boundary) (Certified) ~~STRIKE ONE~~** survey  
 61 map that was prepared on \_\_\_\_\_ (Date) by \_\_\_\_\_  
 62 \_\_\_\_\_ (Name of Surveying Company) that includes this Property and is provided for informational purposes ONLY.

63  **SUBDIVISION PLAT:** Buyer acknowledges receipt of a Subdivision Plat map that includes this Property and is  
 64 provided for informational purposes ONLY.

65 **CAUTION: THE ACCURACY OF INFORMATION CONTAINED IN THE ABOVE DOCUMENT(S) IS NOT**  
 66 **WARRANTED. LOT SIZE, LOCATION OF BOUNDARIES, PLACEMENT OF IMPROVEMENTS (if any), EXISTENCE**  
 67 **OF EASEMENTS, ELEVATIONS, ZONING, SOIL TYPE(S), OR OTHER FACTORS SHOULD BE VERIFIED BY AN**  
 68 **APPROPRIATE EXPERT (i.e. SURVEYOR, ENGINEER,) IF MATERIAL TO RECIPIENT OF THE DOCUMENT(S).**

69  **BOUNDARY SURVEY MAP:** This Offer is contingent upon **(Buyer obtaining) (Seller providing) ~~STRIKE ONE~~**  
 70 **(“Buyer obtaining” if neither is stricken)** a map of the Property prepared by a registered land surveyor within  
 71 \_\_\_\_\_ days of acceptance of this Offer, at **(Buyer’s) (Seller’s) ~~STRIKE ONE~~** **(“Buyer’s” if neither is**  
 72 **stricken)** expense.

73 The Boundary Survey Map must have been prepared between the acceptance date and closing date in this Offer.  
 74 The map shall identify the legal description of the Property, the Property’s boundaries and boundary line dimensions,  
 75 visible encroachments upon the Property, the location of improvements, if any, and also include:

- 76  staking of all corners of the Property;
- 77  identifying dedicated and apparent streets;
- 78  lot dimensions, and total acreage or square footage;
- 79  easements or rights-of-way;

81  **CERTIFIED SURVEY MAP (Buyer shall obtain) (Seller shall provide) ~~STRIKE ONE~~** **(“Buyer shall obtain” if**  
 82 **neither is stricken)** a Certified Survey approved by all applicable governmental authorities, in recordable form  
 83 acceptable to the applicable County Register of Deeds, no later than \_\_\_\_\_ days after acceptance of this  
 84 Offer. Cost of survey shall be paid by **(Buyer) (Seller) ~~STRIKE ONE~~** **(“Buyer” if neither is stricken).**

85 If selected, the Boundary Survey Map or the Certified Survey Map contingency (or contingencies) shall show no significant  
 86 encroachment(s), boundary line disputes or any information materially inconsistent with any prior representations. If selected,  
 87 the Boundary Survey Map, and Certified Survey Map contingency (or contingencies) shall be deemed satisfied unless Buyer,  
 88 within the earlier of five days of: 1) Buyer’s receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller,  
 89 and to listing broker if Property is listed, a copy of the map and a written notice which identifies the significant encroachment,  
 90 the boundary line dispute, or the information materially inconsistent with prior representations, in which case this Offer shall  
 91 be null and void upon written notice from Buyer, delivered to Seller and to listing Broker if property is listed.

92 **INSURABILITY OF PROPERTY**

93 Buyer is advised that the availability and cost of property and/or homeowners insurance may be determined by numerous  
 94 factors, including, but not limited to, buyer’s credit history (credit score), buyer’s insurance claims history, condition of property, the type  
 95 of electrical service on the Property, and the history of prior claims on the Property. The Parties acknowledge that real estate licensees  
 96 are not experts with respect to insurance and are advised to contact their insurance agent as to requirements for obtaining insurance.

97  Within seven days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller, and to listing broker  
 98 if Property is listed, written notice from a qualified third party determining that Property is un-insurable. Buyer to pay any costs  
 99 associated with this determination unless otherwise agreed in writing.

100 **NON-CONFORMING PROPERTY**

101 Buyer is informed that some properties are considered legal non-conforming properties which no longer conform to current  
 102 zoning due to changing building regulations, restrictions, and lot size requirements. Restrictions on non-conforming properties  
 103 may affect Buyer’s ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard  
 104 insurance if Property is non-conforming). Buyer is encouraged to contact the applicable municipal authorities regarding  
 105 existing zoning and building restrictions, potential future annexations and possible comprehensive plans, if these issues are  
 106 material to Buyer’s decision to purchase.

107  Within seven days of acceptance of this Offer, Buyer may terminate this Offer by delivering to Seller, and to listing broker  
 108 if Property is listed, written notice which includes a written determination from an applicable municipal authority determin-  
 109 ing that Property is non-conforming under current ordinance standards. Buyer to pay any costs associated with this determi-  
 110 nation unless otherwise agreed in writing.

111 **FLOODPLAIN / WETLANDS**

112 Buyer is aware that floodplain and wetland areas are difficult to identify, even when using available floodplain and wetland  
 113 maps. Buyer is encouraged to consult with appropriate government officials if such information is material to Buyer.

114  Within seven days of acceptance of this Offer, Buyer may terminate this Offer, by delivering to Seller, and to  
 115 listing broker if Property is listed, written notice from a qualified third party (including flood certification company provided by  
 116 lender) determining that Property improvements are located within a (100) one hundred year flood plain. Buyer to pay for any  
 117 floodplain evaluation costs unless otherwise negotiated herein.

118  **BASEMENT FUEL OIL TANKS CURRENTLY NOT IN USE**

119 The Buyer and Seller acknowledge that, as of the acceptance date of this Offer, there is an above ground or basement fuel  
 120 oil tank on the property that is not currently being used and:

121  Buyer shall assume all responsibility including the cost, for the maintenance or removal of this tank after closing.

122  Seller, at Seller's expense, will have a qualified third party contractor remove the tank prior to closing and provide  
 123 written confirmation of the tank removal (i.e., a paid invoice) no later than closing.

124 **CAUTION Lines 118-123 are ONLY intended for residential buildings with no more than two dwelling units. The parties are**  
 125 **advised that buildings with more than two dwelling units are considered commercial dwellings for the regulation of fuel storage**  
 126 **tanks and this section is not appropriate for commercial dwellings.**

127  **WAIVER OF HOME INSPECTION CONTINGENCY**

128 Buyer has been advised of the benefits of a home inspection as defined in the Offer, and hereby voluntarily waives the  
 129 inclusion of a home inspection of the Property in this Offer.

130  **WAIVER OF TESTING CONTINGENCY**

131 Buyer has been advised of the benefits of testing as defined in the Offer, and hereby voluntarily waives the inclusion of any  
 132 testing of the Property in this Offer.

133 **TESTING**

134 Unless otherwise specified, testing (including testing for Hazardous Substances, see lines 203-210) is prohibited without a  
 135 testing contingency.

136  **TESTING CONTINGENCY**

137 This Offer is contingent upon **(Buyer obtaining) (Seller providing)**  **STRIKE ONE** ("Buyer obtaining" if neither is stricken)  
 138 a current written report from a qualified third party documenting the results of the following test(s) conducted pursuant to  
 139 applicable government or industry protocols and standards:

140  Radon with a result less than 4.0 picocuries per liter (pCi/L);

141  Other \_\_\_\_\_

142 \_\_\_\_\_

143 \_\_\_\_\_

144 within \_\_\_\_\_ days of acceptance of this Offer, at **(Buyer's) (Seller's)**  **STRIKE ONE** ("Buyer obtaining" if neither is stricken)  
 145 expense. This testing contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt  
 146 of the test reports(s) or 2) the deadline for delivery of said report(s), delivers to Seller and to listing broker if Property is listed,  
 147 a copy of the test report(s) which identifies Defect(s), and a written notice identifying the Defect(s) to which Buyer objects.  
 148 Seller **(shall) (shall not)**  **STRIKE ONE** have the right to cure. (Seller "shall" if neither is stricken.). If Seller has right to cure,  
 149 Seller may satisfy this contingency by: (1) delivering written notice to Buyer within ten days of Buyer's delivery of the Notice of  
 150 Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering  
 151 to Buyer a written report detailing the work done within three days prior to closing.

152 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:  
 153 (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not  
 154 cure or (b) Seller does not timely deliver the written notice of election to cure.

155 A Defect is defined as per the Offer to Purchase and does not include structural, mechanical or other conditions the nature and  
 156 extent of which Buyer had actual knowledge or written notice before signing the Offer.

157 **HOME WARRANTY PLAN: MARK OPTION WHICH APPLIES**

158  **NO:** The parties do not want a limited home warranty plan.

159  **HOME WARRANTY PLAN:** A limited home warranty plan for a term of one year shall be included, effective on the  
 160 date of closing, provided the Property qualifies for the warranty plan. The cost of the home warranty shall not  
 161 exceed \$ \_\_\_\_\_ and will be paid by **(Buyer) (Seller)**  **STRIKE ONE** ("Seller" if neither is stricken) at  
 162 closing. The warranty plan will be provided by the **(listing) (cooperating)**  **STRIKE ONE** broker ("listing" if neither  
 163 is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered  
 164 under the warranty plan.

165 **CLOSING AND ESCROW FEE(S)**

166 Buyer shall pay fees charged by the closing/escrow agent providing Buyer's Mortgage Closing Services. In the event an  
 167 escrow is required, the Party required to escrow funds shall arrange for the preparation of the escrow agreement and pay the  
 168 fees charged by the escrow agent.

169 **Cash Closing:** If this is a cash closing **(Buyer) (Seller)**  **STRIKE ONE** ("Buyer" if neither is stricken) will pay the closing fee  
 170 charged by the closing agent.

171  **SELLER'S CONTRIBUTION**

172 Seller shall give Buyer a credit at closing in the amount of \$ \_\_\_\_\_ to assist Buyer in purchase of the Property.  
 173 Buyer may use such funds for additional down payment, closing costs, pre-pays, escrows, or other fees allowed by Buyer's  
 174 lender. Any funds deemed unusable by Buyer's lender/underwriter prior to closing shall be credited back to the Seller.

175  **APPRAISAL CONTINGENCY WITH RIGHT TO CURE**

176 This Offer is contingent upon the Buyer or a lender of Buyer's choice having the Property appraised by a Wisconsin licensed  
 177 or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an  
 178 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed  
 179 satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller, and to listing broker if Property is listed, a copy  
 180 of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price.  
 181 Seller may satisfy this appraisal contingency by delivering a written amendment to Buyer within \_\_\_\_\_ days of receipt of the  
 182 appraisal report, amending the agreed upon purchase price to match the appraised value. Buyer agrees to deliver an accepted  
 183 copy of this amendment to Seller and to listing Broker if property is listed, within \_\_\_\_\_ days of receipt of the amendment  
 184 from Seller. This Offer shall be null and void if Buyer makes timely delivery of the appraisal report and Seller either (a)  
 185 delivers notice that Seller will not change the price or, (b) Seller does not timely deliver the written amendment changing the  
 186 purchase price. Buyer and Seller agree to make other amendments to this Offer necessitated by this change in purchase price.

187 **NOTE:** Any Appraisal Contingency, other than the Appraisal Contingency at lines 175-186 in this Addendum A to the Offer to  
 188 Purchase is hereby stricken.

189 **PERSONAL PROPERTY**

190 All personal property included in this transaction is deemed to be of negligible value unless otherwise indicated in the Offer.  
 191 All personal property is transferred "as is" without any warranty as to condition or operation.

192 **INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS**

193 Real estate agent(s) may furnish a list of independent inspectors/testers to the Seller/Buyer. Unless provided in writing, no  
 194 representation has been made as to the competency of the inspectors/testers. The Party designated as responsible for  
 195 obtaining an inspection shall be solely responsible for determining the qualifications of the inspector/tester. In the event any  
 196 inspection or test is ordered on behalf of the Seller/Buyer by a broker in the transaction, the Parties agree to hold the broker  
 197 harmless for any damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or  
 198 intentional wrongdoing. Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other  
 199 persons. Buyer should carefully review these reports to determine the age and purpose of the report and the standards of  
 200 practice followed by the individual preparing the report. It is recommended that Buyer have the Property inspected by a  
 201 Wisconsin registered home inspector or other qualified independent inspector/tester (for inspections/tests other than a "home  
 202 inspection").

203 **HAZARDOUS SUBSTANCES**

204 The parties are aware that the news media and other public information sources indicate that lead, arsenic, radium, solvents,  
 205 pesticides, radon gas, asbestos, lead-based paint, mold and other toxic substances and chemicals within a structure, or in  
 206 soils, or in public and private drinking water (see: <http://www.dnr.state.wi.us/org/water/dwg>), can cause serious health hazards.  
 207 Seller represents that, to the best of Seller's knowledge, the Property does not contain any condition constituting a significant  
 208 health hazard, unless otherwise indicated on Seller's Real Estate Condition Report or other written disclosures provided to  
 209 Buyer. Buyer is encouraged to include in Buyer's Offer to Purchase inspection and testing contingencies with respect to these  
 210 substances and to consult with the appropriate experts if such condition(s) are material to Buyer.

211 **MUNICIPAL REPORT/CODE COMPLIANCE**

212 Seller agrees to provide Buyer, and Buyer's lender's closing agent if applicable, with a written statement verifying the status  
 213 of real estate taxes, current or planned special assessments, and other municipal charges affecting the Property, if such a  
 214 statement is available from the municipality in which the Property is located. This statement shall be provided prior to closing,  
 215 at Seller's expense. Seller also agrees, at Seller's expense, to provide at or before closing all required municipal Certificates  
 216 of Compliance, Occupancy Permits, and any other documents/approvals required at the time of sale by applicable municipal  
 217 code(s) including, but not limited to, documentation of compliance with Clear Water, Back Flow Protection, and Hard Surface  
 218 Driveway Ordinance requirements.

219 **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS**

220 Zoning and building restrictions affect the use of the Property. Annexations and comprehensive plans may affect the future  
 221 use or value of the property by influencing future development (residential, commercial, transit systems, storm water  
 222 management system, etc.) in the county and municipality. Buyer is advised that the municipality in which the Property is  
 223 located likely has existing zoning and building restrictions and may have a "Comprehensive Plan."

224 **SHARED DRIVEWAY**

225 If there is a shared driveway affecting the Property, this Offer is contingent upon Seller, at Seller's expense, providing Buyer  
 226 with a copy of a shared driveway agreement not less than five days before closing. The agreement shall provide that the  
 227 parties to the agreement share equally in the rights and obligations relating to the shared driveway, including use and  
 228 maintenance. This contingency shall be deemed satisfied unless Buyer, within five days of receipt of the agreement, delivers  
 229 to Seller and to listing broker if Property is listed, a written notice listing Buyer's specific objections to the terms and conditions  
 230 of the agreement. Upon receipt of said notice Seller shall have ten days to cure said objections and the time for closing shall  
 231 be extended accordingly. If the agreement is not of record, it shall be provided in recordable form, with recording fees to  
 232 Seller's expense.

233 **BUYER'S TITLE**

234 Buyer is advised to promptly consult legal counsel regarding how Buyer is to take title to the Property (marital property, joint  
235 tenants, tenants in common, etc.). Wisconsin law prohibits real estate brokers from advising buyers regarding how title should  
236 be taken.

237  **LENDER REQUIRED REPAIRS**

238 If, as a condition of the mortgage commitment, the Buyer's lender requires repairs other than repairs which Seller has  
239 previously agreed to repair:

240  (Buyer) (Seller)  STRIKE ONE shall be responsible for such repairs not exceeding \$ \_\_\_\_\_ .  
241  (Buyer) (Seller)  STRIKE ONE shall be responsible for the first \$ \_\_\_\_\_ of repair expenses  
242 and the (Buyer) (Seller)  STRIKE ONE shall be responsible for the next \$ \_\_\_\_\_ of repair expenses.  
243  The Buyer and Seller shall be equally responsible for the total cost of repairs not to exceed \$ \_\_\_\_\_ in total.  
244  \_\_\_\_\_ .

245 If total repair expenses exceed the amount specified, the Party (ies) responsible for the repair expenses may terminate this  
246 Offer by delivering written notice of the total repair expenses to the other Party.

247 **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY/MATERIAL FACTORS**

248 Buyer acknowledges that it is Buyer's responsibility to make certain that the Property is in a condition that Buyer finds  
249 acceptable. The parties acknowledge that real estate licensees are not experts with respect to construction techniques or  
250 building materials and the parties are advised to consult and rely on the opinions of appropriate experts. Buyer should be  
251 satisfied that Buyer knows how various factors will affect the Property, including, but not limited to, proximity to public  
252 transportation, airport overlay restrictions, airport noise, traffic noise, special health concerns of family members, vehicle or boat  
253 traffic, possible future assessments for public improvements, lake flies, ice shoves, manufacturing noise, area odors, existing  
254 or abandoned landfills and/or quarries, parks, public trails and other conditions. Buyer acknowledges that Buyer has made  
255 such independent inquiries as Buyer deemed necessary concerning material factors. Buyer acknowledges that Buyer has not  
256 relied upon any statements or representations by Seller or any real estate agent regarding conditions or occurrences  
257 affecting the Property or transaction unless such statements or representations are contained in this Offer, are incorporated  
258 by reference into this Offer or have otherwise been provided to the Buyer in writing.

259 **INCLUSION OF OPTIONAL PROVISIONS**

260 For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked n/a or  
261 struck in their entirety, if any blank within any part of the optional provision has been filled in, then it shall be as if the  
262 appropriate box was also marked, thus including said optional provision with the Offer.

263 **ACKNOWLEDGEMENT OF TERMS**

264 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller's initials  
265 shall not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

266 **CONFLICTING PROVISIONS**

267 Should any provision of this Addendum be in conflict with any provision of the Offer to Purchase or any other addenda to this  
268 Offer to Purchase, the provisions of this Addendum shall prevail.

269 **ADDITIONAL PROVISIONS/CONTINGENCIES:**

270 \_\_\_\_\_  
271 \_\_\_\_\_  
272 \_\_\_\_\_  
273 \_\_\_\_\_  
274 \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_  
277 \_\_\_\_\_  
278 \_\_\_\_\_

279 **READING / UNDERSTANDING:**

280 By initialing below all Parties acknowledge receipt of a copy of this Addendum and that they have read it carefully and fully  
281 understand it.

282 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE**  
283 **APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS**  
284 **OR ADEQUACY OF ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED**  
285 **TO CONSULT WITH THEIR OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY,**  
286 **APPROPRIATENESS OR ADEQUACY OF THE PROVISIONS OF THIS ADDENDUM.**

287 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
288 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲