_____Event No. _____ / _____

ADDENDUM TO PURCHASE AGREEMENT

IDAHO STATE SPECIFIC TERMS

Buyer acknowledges that the purchase of the Property may have resulted from a transfer made by a beneficiary under a deed of trust who acquired the Property at a sale conducted pursuant to a power of sale under a deed of trust, or deed in lieu thereof, as described in Idaho Code Ann. §§ 45-1502 et. seq. Therefore, Seller is exempt from requirements regarding the making of certain disclosures, including without limitation disclosures under the Idaho Property Condition Disclosure Act. As a result, any rights Buyer may have had in connection with such Disclosure Statements under Idaho law shall not be available including without limitation any right to terminate the Agreement. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the Property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's representatives or agents or that Seller may have received otherwise. Any such reports furnished by Seller or its agents in connection herewith shall be for informational purposes only, are not made part of the Agreement, and Seller makes no representations or warranties about their accuracy or completeness. Buyer acknowledges that in consideration of Seller's execution of the Agreement, Buyer, on behalf of itself and all other parties having any claims, covenants that neither Buyer nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceedings for breach of contract based on any disclosures relating to any alleged breach or violation of any state law, rule or regulation by Seller, or any other party engaged on Seller's behalf, including, without limitation any real estate broker or agent representing Seller.

EXECUTION OF DISCLOSURES BY BUYER. Buyer shall execute, deliver and deposit with the Escrow/Closing Agent, at or prior to the date set for Closing, all federal, state and local disclosures concerning the Property that Buyer is required to execute under applicable laws and regulations or required by the Escrow/Closing Agent.

SEPARATE DOCUMENTS PROVIDED TO BUYER

Federal Lead Based Paint – Hazards Disclosure (if pre-1978) Pamphlet: "Protect Your Family from Lead in Your Home" Agency Disclosure Brochure

AGENCY DISCLOSURE.
In this transaction, [_____] is acting as the exclusive agent of Seller.

REPRESENTATION CONFIRMATION AND ACKNOWLEDGMENT OF DISCLOSURE

Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).

☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.

☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).

☐ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).

☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.

☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).

☐ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review to the party represented.

EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

_____ **BUYER SIGNATURE**

_____ **CO-BUYER SIGNATURE**

AIRPORT NOISE. Buyers should investigate the impact of airport flight paths and the noise levels at different times of the day over that property. For more information on airport noise, visit the Idaho Transportation Department.

BUILDING AND ZONING CODES. Buyer should consult the local jurisdiction for information on building and zoning codes or information about transportation beltways and/or planned or anticipated land use within proximity of the Property. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules, or regulations.

ENVIRONMENTAL HAZARDS. Seller is not aware of a defect or hazard however this does not mean that it does not exist. **It is the buyer's responsibility to be informed and take additional steps to further investigate.**
Some potential hazards that may be found in the state include:
- Radon (www.epa.gov/radon)
- Floods (www.epa.gov/ebtpages/emernaturaldisasterfloods.html) - Methamphetamine Labs
- Wood-Burning Devices (www.epa.gov/iaq/pubs/combust.html) - Underground Storage Tanks (www.epa.gov)
- Well & Septic Systems (www.epa.gov/ebtpages/wategroundwaterwells.html) - Contaminated Soils (www.epa.gov/ebtpages/pollsoilcontaminants.html)
- Groundwater (www.epa.gov/safewater/protect/citguide.html)
For more information on environmental hazards, visit www.epa.gov.

FAIR HOUSING ACT DISCLOSURE. Under the Federal Fair Housing Act, it is illegal to discriminate in the rental or sale of housing on the basis of race, color, national origin, religion, sex, handicap, or familial status.

MOLD. Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. Real property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and those individuals with immune system deficiencies, infants and children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure. Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has

been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Seller that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property. Buyer represents and warrants to Seller that Buyer has made his own inspection and evaluation of the Property to Buyer's complete satisfaction and Buyer accepts the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS.

PERMITS AND REPAIRS. If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "***Permits and Repairs***"), Buyer acknowledges and agrees that Buyer shall be responsible for obtaining any and all of the Permits and Repairs at Buyer's sole cost and expense, including but not limited to any certificate of use or other certification required by the ordinance. Buyer shall make application for all Permits and Repairs within ten (10) days of the Seller's Acceptance Date, such date to be the date of execution of the Agreement and any Exhibits and Addenda hereto. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules or regulations.

PROPERTY TAX DISCLOSURE SUMMARY. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership, use, or property improvements may trigger reassessments of the Property that could result in higher property taxes. If Buyer has any questions concerning valuation, Buyer is advised to contact the county property appraiser's office for information.

RADON. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Seller's broker or auctioneer as to the presence of radon and that the Buyer has not relied on the Seller's or Seller's broker's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

RIGHT TO FARM. The legislature also finds that the right to farm is a natural right and is recognized as a permitted use throughout the state of Idaho. Idaho Code Ann. §§ 22-4501 et. seq. The subject property may be located near or in the vicinity of such protected and/or permitted use.

SEX OFFENDER INFORMATION. Pursuant to the Sexual Offenders Registration Notification and Community Right- to-Know Act and the Juvenile Sexual Offender Registration Notification and Community Right-to-Know Act, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Idaho State Police at http://www.isp.state.id.us/sor_id. The public is authorized to gain access to certain sex offender information through the Sex Offender Registry or by contacting local law enforcement offices in the community where the Property is located. For a list of Idaho law enforcement agencies, you may visit the Idaho State Police website at or contact

Central Sex Offender Registry PO Box 700
Meridian, ID 83680-0700 Phone: 208.884.7305
Fax: 208.884.7193

SQUARE FOOTAGE. Buyer acknowledges that the square footage of the Property has not been measured by Seller, Seller's broker or its auctioneer (including the square footage of the lot and home) and the square footage quoted on any marketing tools such as advertisements, brochures, MLS data, the auction website and any other information provided is based on information supplied to Seller and is deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon any such marketing tool and that such tools are not representations and/or warranties of Seller or its agent.

RECEIPT OF DISCLOSURES. Buyer acknowledges and agrees that Buyer has received and/or had adequate opportunity to read and understand all disclosures and documents regarding the Property made available by Seller, Seller's broker or its auctioneer in print or electronic form (the "***Disclosures***"), prior to entering into the Agreement including without limitation:

(a) The pamphlet "Protect Your Family From Lead in Your Home";

(b) The written disclosures made available at the Property and at the location where the sale of the Property is conducted;

(c) Any real estate brokerage relationship disclosures, such disclosures made available and provided to Buyer during the registration process, prior to bidding at auction and prior to entering into any Agreement for the purchase and sale of the Property; and,

(d) The disclosures listed herein and attached to the Agreement, which are incorporated into the Agreement by reference herein.

Buyer understands and acknowledges that any information provided by or on behalf of Seller with respect to the Property, including without limitation, all information in any Disclosures or brochure was obtained from a variety of sources and that Seller and Seller's broker(s) and auctioneer have not made any independent investigation or

verification of such information and make no representations as to the accuracy or completeness of such information

"**AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS**" **SALE.** Buyer acknowledges and agrees that neither Seller nor any person acting as Seller's representative or agent has occupied the Property and that Buyer is acquiring the Property "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS", in its present state and condition, with all defects and faults, whether known or unknown, presently existing or that may hereafter arise including, without limitation:

(a) The value, any appraised value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology;

(b) The income to be derived from the Property;

(c) The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;

(d) The habitability, marketability, tenantability or fitness for a particular purpose of the Property.

Buyer shall hold harmless, indemnify and defend Seller and its representatives and agents from any claim arising from or relating to the Property. Buyer hereby fully and irrevocably releases Seller and its representatives and agents from any and all claims of any kind whatsoever, whether known or unknown, arising from or relating to the Property. This release includes claims that Buyer does not know or suspect to exist in Buyer's favor and which would materially affect Buyer's release of Seller if such claims were known by Buyer. The obligations and agreements of Buyer under this section shall survive the close of escrow or the earlier termination of the Agreement.

WAIVER OF SPECIFIC PERFORMANCE REMEDY. As a material part of the consideration to be paid or received by Buyer and Seller under the Agreement, Buyer waives all rights to file and maintain an action against Seller for specific performance and to record a Lis Pendens or notice of pendency of action against the Property if a dispute arises concerning the Agreement. Buyer agrees that the Property is not unique and in the event of Seller's default, Buyer can be adequately and fairly compensated solely by receiving a return of Earnest Money Deposit and cancellation of Buyer's obligation to purchase the Property. Upon return of the Earnest Money Deposit to Buyer, the Agreement shall be terminated, and Buyer and Seller irrevocably instruct the Closing Agent to return all funds and documents to the party that deposited them without further direction**.**

To the maximum extent permissible under Idaho law, Buyer expressly waives any and all claims, damages, and/or remedies related to the foregoing and attached disclosures, including but not limited to those arising from any errors, inaccuracies, and/or omissions therein.

Dated: _____

BUYER:

_____

Buyer Signature

_____

Buyer Printed Name

Dated: _____

CO-BUYER:

_____

Co-Buyer Signature

_____

Co-Buyer Printed Name