

ADDENDUM TO PURCHASE AGREEMENT

IOWA STATE SPECIFIC TERMS

Buyer acknowledges that the purchase of the Property may have resulted from a transfer made by a mortgagee who has acquired the property at a sale conducted pursuant to Iowa Code § 654 or § 655 pursuant to a power of sale under a deed of trust, or deed in lieu thereof. Therefore, Seller is exempt from requirements regarding the making of certain disclosures, including without limitation the Seller Property Condition Disclosure. As a result, any rights Buyer may have had in connection with such Disclosure Statements under Iowa law shall not be available. 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

1. Lead Based Paint – Hazards Disclosure (if pre-1978)
2. Pamphlet: "Protect Your Family from Lead in Your Home"
3. Pamphlet "Customer or Client, The choice is yours."
4. Pamphlet "Lead Poisoning How to Protect Iowa Families"
5. Pamphlet "Iowa Radon Home Buyers and Sellers Fact Sheet"

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP. (As required by the Iowa Code). When you enter into a discussion with a real estate agent regarding a real estate transaction, you should understand what type of agency relationship or representation you wish to have with that agent.

Seller's Agent or Subagent. A broker under an agency agreement with a Seller acts as the agent for the Seller only. A subagent, or "cooperating agent", is one who has agreed to work for the Seller's agent, normally through a multiple listing service. Thus, a subagent may work in a different real estate office from the Seller's agent. A Seller's agent or subagent has, without limitation, the following affirmative obligations:

To the Seller:

(a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honesty and good faith.
- (c) A duty to disclose all material facts known to the agent affecting the property that are not known to, or within the diligent attention and observation of the parties.

A Seller's agent is obligated to reveal to the Seller any information, confidential or otherwise, obtained from the Buyer.

Buyer's Agent. A broker can act as an agent for the Buyer. A Buyer's agent is not the Seller's agent or subagent even if that agent receives compensation from the Seller. A Buyer's agent has, without limitation, the following affirmative obligations:

To the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honesty and good faith.
- (c) A duty to disclose all material facts known to the agent affecting the property that is not known to, or within, the diligent attention and observation of the parties.

A Buyer's agent is obligated to reveal to the Buyer any information, confidential or otherwise, obtained from the Seller.

Agent Representing Both Seller and Buyer. A Broker acting directly or through an associate licensee, can legally be the limited agent of both the Seller and the Buyer in a transaction, but only with the knowledge and written consent of both the Seller and Buyer. If an agent is representing both the Buyer and the Seller, the agent has, without limitation, the following affirmative obligations, to both the Buyer and the Seller:

- (a) A duty of utmost care, integrity, and honesty in the dealings with either Seller or Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections. If an

agent is representing both Seller and Buyer, the agent must have the express permission of the respective party in order to disclose confidential information to the other party, such as the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the asking price.

Duties of Seller and Buyer. The above duties of the agent in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to protect their own interest. Buyers and Sellers should carefully read all agreements to ensure that they adequately express their understanding of the transaction. If legal or tax advice is desired, consult a competent professional in that field.

DISCLOSURE OF AGENCY

**THE BROKER, REALTYBID.COM, INC. (LIC. # _____),
REPRESENTS SELLER BUYER**

I/We acknowledge receipt of this disclosure and confirm my/our understanding of the disclosed agency relationship:

BUYER(S): _____

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 Iowa Department of Transportation, Office of Aviation.

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:

1. Radon (www.epa.gov/radon)
2. Floods (www.epa.gov/ebtpages/emernaturaldisastefloods.html)
3. Methamphetamine Labs
4. Wood-Burning Devices (www.epa.gov/iaq/pubs/combust.html)
5. Underground Storage Tanks (www.epa.gov)
6. Well & Septic Systems (www.epa.gov/ebtpages/wategroundwaterwells.html)
7. Contaminated Soils (www.epa.gov/ebtpages/pollsoilcontaminants.html)
8. 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.

IOWA FLOOD AREAS. Seller is not aware if the Property is located in a flood hazards area or flood zone. Federal Emergency Management Agency (FEMA) is responsible for conducting research and designating those areas that are at special risk to flood. Buyer should investigate flood hazard area maps for the Property, which can be found at <https://msc.fema.gov>.

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.

SEX OFFENDER REGISTRY. Pursuant to Iowa Code § 692A, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Public Safety at www.iowasexoffender.com. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. The public is authorized to gain access to certain sex offender information through the Iowa Sex Offender Registry or by contacting local law enforcement offices in the community where the Property is located.

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:

1. The pamphlet "Protect Your Family From Lead in Your Home";
2. The documents and information made available on the internet at www.realtybid.com;
3. The written disclosures made available at the Property and at the location where the sale of the Property is conducted;
4. 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,
5. 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:

1. The value, any appraised value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology;
2. The income to be derived from the Property;
3. The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
4. 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.

Signature Page Follows.

To the maximum extent permissible under Iowa 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