

ADDENDUM TO PURCHASE AGREEMENT

NEW YORK STATE SPECIFIC TERMS

Buyer acknowledges that the purchase of the Property may have resulted from a transfer made by a mortgagee, or a beneficiary under a mortgage, or an affiliate or agent thereof, who has acquired the residential real property at a sale under a mortgage or who has acquired the residential real property by a deed in lieu of foreclosure, as described in N.Y. U.C.C. RPP § 14-463(6). Therefore, Seller is exempt from requirements regarding the making of certain disclosures, including without limitation disclosures under N.Y. U.C.C. RPP §§ 14-460 et. seq. (the Property Condition Disclosure Act). As a result, any rights Buyer may have had in connection with such law under New York law shall not be available including without limitation any right to damages. 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 Closing Date 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. New York State Disclosure Form for Buyer and Seller
2. Federal Lead Based Paint Disclosure (if pre-1978)
3. Pamphlet: "Protect Your Family from Lead in Your Home"

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 New York Department of Transportation, Aviation Bureau.

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.

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.

PLAIN LANGUAGE. No representation is made that the Agreement complies with N.Y. U.C.C. GOB § 5-702 ("Plain Language").

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 New York. Additional information regarding radon or radon testing may be obtained from applicable governmental agencies. 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 REGISTRATION ACT (SORA). Pursuant to the Sex Offender Registration Act (SORA), information about specified registered sex offenders is made available to the public at New York State's Sex Offender Registry public website at <http://criminaljustice.state.ny.us/nsor/index.htm>. The Registry helps protect families and communities by requiring sex offenders to register, and providing this information to law enforcement and the public. The Sex Offender Registration Act (SORA) requires anyone found guilty of sex crimes (such as rape, sexual abuse) to register with the Division of Criminal Justice Services (DCJS). Information may also be obtained by calling the Sex Offender Registry Information Line 1-800-262-3257. You may also contact the local law enforcement agencies if you are concerned about any sex offenders who live in the area.

SMOKE DETECTOR STATEMENT OF COMPLIANCE. Whenever a sale (or exchange) of a one or two family dwelling occurs, the seller must provide the buyer with a written statement (which the buyer will sign) representing that the property is in compliance with New York law regarding smoke detectors. Seller hereby represents that the property sold pursuant to the Agreement is in compliance with New York law regarding smoke detectors.

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.

To the maximum extent permissible under New York 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

CONDOMINIUM DISCLOSURE

[To be included if the Property is a unit or units in a condominium.]

In the event that the Property is a unit or units (a "Unit(s)") in a condominium (the Condominium"), notwithstanding anything in the Agreement to the contrary:

1. Supplementing Article 11A, at Closing of Title, all Condominium common charges for the Property shall be prorated.
2. Supplementing Article 11C, Buyer shall pay at the Closing of Title all fees and charges payable to the Condominium (and/or its managing agent) in connection with this sale, including, without limitation, any processing fee, the legal fees, if any, of the Condominium's attorney in connection with this sale and, unless otherwise agreed to by Seller and Buyer in writing, all "flip taxes," transfer or entrance fees or similar charges, if any, payable to or for the Condominium or otherwise for the benefit of the Condominium unit owners, which arise by reason of this sale. Buyer shall, at the Closing, pay any required security deposit to the Condominium to cover damages from Buyer's move-in to the Property.
3. Supplementing Article 6E, if required by the Condominium Declaration and By-Laws, at the Close of Title: (i) Buyer shall execute, acknowledge and deliver the form of Power of Attorney required by the Condominium, (ii) Seller shall deliver a statement by the Condominium or its managing agent that the common charges then due and payable to the Condominium have been paid to the Closing Date, and (iii) if required, Seller shall deliver a waiver of any right of first refusal (or similar right of the board of managers or other governing board of the Condominium (the "Board")), in accordance with Section 4 of this Condominium Rider.
4. If so provided in the declaration or by-laws of the Condominium, this sale is subject to and conditioned upon the waiver of a right of first refusal (or similar right) to purchase the Unit(s) included in the Property held by the Condominium and exercisable by the Board. Seller agrees to give notice promptly to the Board of the contemplated sale of the Unit(s) included in the Property to Buyer, which notice shall be given in accordance with the terms of the declaration and by-laws, and Buyer agrees to provide promptly all applications, information and references reasonably requested by the Board. If the Board shall exercise such right of first refusal for any Unit constituting part of the Property, Seller shall promptly refund to Buyer the Earnest Money Deposit and interest thereon (which term, for all purposes of the Agreement, shall be deemed to include interest, if any, earned thereon) and upon the making of such refund this Escrow and Agreement shall be deemed cancelled and of no further force or effect and neither party shall have any further rights against, or obligations or liabilities to, the other by reason of the Agreement. If the Board shall fail to exercise such right of first refusal within the time and in the manner provided for in the declaration or by-laws or shall declare in writing its intention not to exercise such right of first refusal (a copy of which writing shall be delivered to Buyer promptly following receipt thereof), the parties hereto shall proceed with this transaction in accordance with the provisions of the Agreement.
5. Supplementing Article 7A and Article 9 of the Agreement, Buyer has examined and is satisfied with the declaration, by-laws and rules and regulations of the Condominium, or has

waived the examination thereof. Buyer has inspected the Property, its fixtures, appliances and equipment and the personal property, if any, included in this sale, as well as the common elements of the Condominium, and knows the condition thereof and agrees to accept the same "as is," i.e., in the condition they are in on the date hereof, subject to normal use, wear and tear between the date hereof and the Closing Date. Buyer has examined or waived examination of the last audited financial statements of the Condominium, and has considered or waived consideration of all other matters pertaining to the Condominium and the land and building in which the Property is situated.