

ADDENDUM TO PURCHASE AGREEMENT

RHODE ISLAND STATE SPECIFIC TERMS

Buyer acknowledges that the purchase of the Property may have resulted from a transfer made by a beneficiary under a mortgage who acquired the Property at a sale conducted pursuant to a power of sale under a mortgage, or deed in lieu thereof, as described in R.I. Gen. Laws § 5-20.8-3. Therefore, Seller is exempt from requirements regarding the making of certain disclosures, including without limitation disclosures under the Real Estate Sales Disclosures (see R.I. Gen. Laws §§ 5-20.8, et. seq.) (the “Disclosure Act”). As a result, any rights Buyer may have had in connection with such Disclosure Act shall not be available including without limitation any right to terminate the Agreement under the Disclosure Act. 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 Notification, Disclosure and Acknowledgement
2. Pamphlet: “Protect Your Family from Lead in Your Home”
3. “What You Should Know About Rhode Island Lead Law”

RHODE ISLAND MANDATORY REAL ESTATE RELATIONSHIP DISCLOSURE.

R.I. Gen. Laws § 5-20.6 allows a real estate broker or salesperson to provide real estate services to a buyer, seller, tenant, or landlord. The minimum level of service required by law will depend on the type of relationship that you wish to have with a real estate licensee. These relationships are defined below. The principal broker of the real estate brokerage or a person designated by him or her must also agree to the type of relationship that you choose to have with the licensee.

Types of Real Estate Relationships

NEUTRAL TRANSACTION FACILITATOR

A Neutral Transaction Facilitator is a real estate licensee who provides assistance to a buyer, seller, tenant, or landlord, or both, in a real estate transaction as a neutral facilitator who does not represent you.

A Neutral Transaction Facilitator owes the following duties to you as a customer: to perform agreed upon ministerial acts timely and competently; to perform these acts with honesty, good faith, reasonable skill and care; and properly account for money or property placed in the care and responsibility of the principal broker. A licensee acting as a neutral transaction facilitator does not owe confidentiality or any other fiduciary duties to a customer. A Neutral Transaction Facilitator does not represent you and cannot negotiate on your behalf.

DESIGNATED CLIENT REPRESENTATIVE

A Designated Client Representative is a real estate licensee who represents a buyer, seller, tenant, or landlord in a real estate transaction and advocates on your behalf.

A Designated Client Representative owes the following duties to you as a client: to perform the terms of the client representation contract, if any, with reasonable skill and care; promote the client's best interest in good faith and honesty; protect the client's confidential information during the relationship and after its termination; perform agreed upon ministerial acts timely and competently; perform these acts with honesty, good faith, reasonable care and skill; and to properly account for money or property placed in the care and responsibility of the principal broker. Only the real estate licensee(s) who have been specifically appointed by the principal broker or the principal broker's designee may represent you as a client. The other real estate licensees who are affiliated with the brokerage owe no duty to you except for confidentiality. If another licensee who is affiliated with the same brokerage becomes a Designated Client Representative for another party in a transaction with you, then that other affiliated licensee has no duty to protect any confidential information about you learned after he or she begins to represent the other party. In order for a real estate licensee to represent you as a Designated Client Representative, the licensee must obtain your informed written consent and provide you with a written notice.

NEUTRAL DUAL FACILITATOR

A neutral Dual Facilitator is an individual real estate licensee who assists a buyer and seller or tenant and landlord in the same transaction and must be neutral as to any conflicting interests between the parties to the transaction.

A neutral Dual Facilitator relationship exists solely for a specific transaction between the parties. A Dual Facilitator must be neutral as to any conflicting interests between the parties to the transaction. A Dual Facilitator owes the following duties to all parties: protecting the confidential information of you and the other party except where disclosure is required or permitted by state

law; and accounting for funds. A neutral Dual Facilitator cannot satisfy fully the following duties to one or both parties: loyalty, full disclosure, reasonable care, and obedience to lawful instructions. This Mandatory Real Estate Relationship Form cannot be used to obtain your consent to a Dual Facilitator relationship. In order for a real estate licensee to assist you as a neutral Dual Facilitator, the licensee must obtain the informed, written consent from you, the other party and the principal broker on a separate Dual Facilitator consent form.

NEUTRAL TRANSACTION COORDINATOR

A Transaction Coordinator is a principal broker or his or her designee who supervises a real estate transaction in a neutral capacity.

The principal broker or his or her designee assumes this role in a transaction in which one affiliated licensee represents a buyer or tenant as a designated client representative and another affiliated licensee represents a seller or landlord as a designated client representative in the same transaction or if one affiliated licensee is assisting both the buyer and seller or landlord and tenant in the same transaction as a dual facilitator. A transaction coordinator does not owe any fiduciary duties to any party in a transaction except the duties to protect the confidential information of the parties and to properly account for money placed in his or her care. A principal broker or his or her designee becomes a neutral Transaction Coordinator automatically, so a customer or client is not required to sign an additional disclosure form.

Real Estate Licensee's Responsibilities

R.I. Gen. Laws §§ 5-20.6-8 requires any real estate licensee who assists you to present this form to you at the first personal contact with you or prior to an offer to purchase, whichever occurs first. A real estate licensee must also disclose which party they represent, and obtain your written acknowledgement of that relationship. The law also requires real estate licensees to fulfill the duties of their relationship with you as defined by state law and/or in a written contract. Failure to comply with this law is a violation of Rhode Island license law and can result in disciplinary action to the licensee.

Consumer Information and Responsibilities

If you wish to have a real estate licensee represent you, this relationship must be established no later than the preparation of an offer to purchase, purchase and sales agreement or lease. Rhode Island law presumes that all real estate licensees are acting as neutral Transaction Facilitators unless otherwise stated on this form. **A real estate licensee can act as your designated client representative only if that real estate licensee obtains your informed written consent to that relationship on this form.**

A principal broker may only appoint a real estate licensee to represent you as a Designated Client Representative with your informed, written consent acknowledged on this Mandatory Relationship Disclosure Form. This designation as your representative applies only to the real estate licensee listed below. An inherent conflict of interest may exist if you as a buyer choose a designated client representative affiliated with the same principal broker as the seller's

designated client representative. Other licensees affiliated with the company do not represent you or owe you any duties unless disclosed to you in writing. Also, these other licensees may represent or assist another party in your real estate transaction.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice on specialized issues, such as legal, tax, or insurance, consumers are advised to refer specialized questions to the proper expert, including, but not limited to, a home inspector, attorney, tax advisor, appraiser or appropriate government official.

Consumer and Broker Acknowledgement

By signing below, I, the consumer, acknowledge that I have received and read the information in this Rhode Island Mandatory Relationship Disclosure Form. I understand and agree that the real estate licensee has disclosed that he or she will be working with THE SELLER in the following capacity. (Check one)

- Transaction Facilitator Representative for a specific transaction
- Designated Client Representative
- Designated Client for me as the for the Seller/ Landlord Buyer/Tenant

_____ Consumer Signature
_____ Consumer Signature
_____ Printed Name _____ Date
_____ Printed Name _____ Date

By signing below, I, the real estate licensee, acknowledge that I have provided this disclosure form to the above consumer(s) as required by Rhode Island law.

Name of Brokerage Firm: RealtyBid.com

Name of Licensee: _____ License No. _____

Printed Name: _____ Date _____

_____ **Licensee: please initial here if the consumer declines to sign this notice and state the consumer's reason for refusal:**

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 Rhode Island Department of Transportation, Rhode Island Airport Corporation.

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.

CONDOMINIUM LAW. Buyer acknowledges that information has been provided by the Seller and/or Seller's Agent and/or Auctioneer regarding Rhode Island's Condominium Law. If the Property is located within a condominium subject to the Rhode Island Condominium Law (R.I. Gen. Laws §§ 34-36.1 et. seq.) (the "Condominium Law"), the Condominium Law requires the Seller shall furnish to Buyer, before the execution of the Agreement, a copy of the declaration (other than the plats and plans), the bylaws, the rules and regulations of the association, and a certificate containing: (1) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit; (2) A statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner; (3) A statement of any other fees payable by unit owners; (4) A statement of any capital expenditures anticipated by the association for the current and two (2) next succeeding fiscal years; (5) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any specified projects; (6) The most recent regularly prepared balance sheet and income and expense statement, if any, of the association; (7) The current operating budget of the association; (8) A statement of any unsatisfied judgments against the association and the status of any pending suits in which the association is a defendant; (9) A statement describing any insurance coverage provided for the benefit of unit owners; (10) A statement as to whether the executive board has knowledge that any alterations or improvements to the unit or to the limited common elements assigned thereto violate any provision of the declaration; (11) A statement as to whether the executive board has knowledge of any violations of the health or building codes with respect to the unit, the limited common elements assigned thereto, or any other portion of the condominium; and (12) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof. The association, within ten (10) days after a request by the Seller, shall furnish a certificate containing the information necessary to enable the Seller to comply with this section. Seller, by providing a certificate pursuant to above, is not liable to Buyer for any erroneous information provided by the association and included in the certificate. Buyer is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the association. Seller is not liable to Buyer for the failure or delay of the association to provide the certificate in a timely manner, but the Agreement is voidable by the Buyer until the certificate has been provided and for five (5) days thereafter or until conveyance, whichever first occurs.

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.** Potential hazards 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.

MEGAN'S LAW (SEX OFFENDER INFORMATION). Information about specified registered sex offenders is made available to the public via an Internet Webs site maintained by the Rhode Island Parole Board at Rhode Island Sex Offender Registry www.paroleboard.ri.gov and for Level II and Level III offenders www.paroleboard.ri.com. If risk of re- offense is high, law-enforcement agencies, organizations in the community including schools and religious and youth organizations, and the members of the public likely to encounter the registered offender are notified. If risk of re-offense is moderate, law-enforcement agencies and organizations in the community including schools and religious and youth organizations likely to encounter the registered offender are notified, provided the notice is given only to those schools or organizations that are actually in charge of or in control of women or children and that are likely to encounter the person registered. If risk of re-offense is low, law-enforcement agencies likely to encounter the registered offender are notified.

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.

PRIVATE WELL SYSTEM. Buyer acknowledges that information has been provided by the Seller and/or Seller's Agent and/or Auctioneer regarding a private water supply on the Property. If a having a private water supply is a material matter to the Buyer, it must be investigated during the Buyer's inspections. If the Property is on a private water supply (well), Buyer hereby waives the ten (10) day period, prior to becoming obligated under the Agreement to purchase the Property, to conduct testing on such well pursuant to the Rhode Island Department of Health Regulations § 23-1-5.3. Seller hereby acknowledges that it does not possess previous testing results of the private water supply (well) servicing the Property.

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.

SEWER ASSESSMENTS – West Warwick. If the Property is located in the town of West Warwick, all or a part of the Property may have been subject to a sewer assessment by the town of West Warwick. Sewer assessments in the town of West Warwick are assessed according to the value of the land rather than by a flat fee per lot or by the frontage of any lot. Buyer

acknowledges that information has been provided by the Seller and/or Seller's Agent and/or Auctioneer regarding the sewer assessment in the town of West Warnick.

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 Rhode Island 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