

ADDENDUM TO PURCHASE AGREEMENT

VIRGINIA STATE SPECIFIC TERMS

Buyer acknowledges that the purchase of the Property may have resulted from a transfer made by a beneficiary of a deed of trust pursuant to a foreclosure sale or by a deed in lieu of foreclosure, or from a transfer made by a beneficiary under a deed of trust who has acquired the Property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired the Property by a deed in lieu of foreclosure, as described in the Virginia Residential Disclosure Act (see Va. Code Ann. § 55-517, et. seq.) (the “Disclosure Act”). Therefore, Seller is exempt from requirements regarding the making of certain disclosures, including without limitation disclosures pursuant to 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. Federal Lead Based Paint Disclosure (if pre-1978)
2. Pamphlet: “Protect Your Family from Lead in Your Home”

DISCLOSURE OF BROKERAGE RELATIONSHIP. [Va. Code Ann. § 54.1-2138]

DISCLOSURE OF BROKERAGE RELATIONSHIP

We/I, the undersigned Buyer(s) of certain real property located in Virginia, hereby acknowledge disclosure that REALTYBID.COM (License No. _____) represents the Seller of the real property located in Virginia as referenced above.

BUYER(S):

_____ Signature

_____ Printed Name

_____ Signature

_____ Printed Name

Date: _____

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 Virginia Department 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.

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.

NOTICE CONCERNING MECHANIC'S LIENS. Va. Code Ann. § 11-2.4 requires the following notice to prospective purchasers:

NOTICE

Va. Code Ann. §§ 43-1 et. seq. permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lien or last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

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, PRIVATE SEWAGE SYSTEM, ALTERNATIVE SEPTIC SYSTEM.

Well. If the Property is on a private well system Seller, at Seller's expense, or Buyer, at Buyer's expense, [CHECK ONE] will provide to Buyer on or before the Close of Escrow certified inspection results regarding the private well system from the applicable county authority or from a private company duly licensed to perform such inspections which such results shall be dated within 120 days of the Close of Escrow.

Sewage. If the Property is on a private septic system Seller, at Seller's expense, or Buyer, at Buyer's expense, [CHECK ONE] will provide to Buyer on or before the Close of Escrow certified inspection results regarding the private septic system from the applicable county authority or from a private company duly licensed to perform such inspections which such results shall be dated within 120 days of the Close of Escrow.

Alternative Septic System. If the Property is on a private alternative septic system Seller, at Seller's expense, or Buyer, at Buyer's expense, [CHECK ONE] will provide to Buyer on or before the Close of Escrow certified inspection results regarding the private alternative septic system from the applicable county authority or from a private company duly licensed to perform such inspections which such results shall be dated within 120 days of the Close of Escrow. An alternative septic system may require regular maintenance to prevent failure of the system. Seller does or does not [CHECK ONE] have a maintenance contract, which contract will or will not [CHECK ONE] convey to Buyer.

Remediation. If any of the above systems should be found by the certified inspection results to be defective in accordance with the current governmental standards, Seller will take appropriate remedial action at Seller's expense.

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.

SETTLEMENT AGENT DISCLOSURE. Va. Code Ann. § 6.1-2.22 requires the following disclosure to be included in the Agreement:

Choice of Settlement Agent: Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

Buyer's Initials _____/_____

SEX OFFENDER INFORMATION. Information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Commonwealth of Virginia at <http://sex-offender.vsp.state.va.us/cool-ICE/>. Community notification is available to the public upon submission of request form which must include justification for request of information. Certain agencies or entities such as a licensed daycare facility, daycare center, school system, or family daycare home provider are statutorily entitled to obtain this notification. If entitled, you may register either by U. S. mail or on-line via e-mail to obtain authorization and receive notifications. Those not so entitled can still search for sexually violent offenders online.

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 agents.

TERMITE INSPECTION. Buyer, at Buyer's expense, will furnish a written report from a pest control firm dated within thirty (30) days prior to Close of Escrow showing that all dwelling(s) and/or garage(s), excluding fences or shrubs not abutting the dwelling(s) or garage(s)) on the Property are free of visible evidence of active termites and other wood-destroying insects and free from visible structural insect damage as may be required by law or Buyer's lender. Any

extermination and structural repairs identified in the inspection report will be made at Buyer's sole expense.

VIRGINIA CONDOMINIUM ACT. Buyer acknowledges that information has been provided by the Seller and/or Seller's Agent and/or Auctioneer regarding Virginia's Condominium Act (Va. Code Ann. §§ 55-79.39, et. seq.) (the "Condominium Act"). If the Property is located within a condominium subject to the Virginia Condominium Act, the Condominium Act requires disclosure that: (i) the Property is located within a development which is subject to the Condominium Act; (ii) Seller must obtain from the unit owners' association a resale certificate (the "Resale Certificate") and provide it to Buyer; (iii) Buyer may cancel the contract within three (3) days after receiving the Resale Certificate; (iv) Buyer has a right to request an update (as described below), at Buyer's expense, of the Resale Certificate and (v) the right to receive the Resale Certificate and the right to cancel the Agreement are waived conclusively if not exercised before Close of Escrow.

Buyer may cancel the Agreement: (i) within three (3) days after the date of the Agreement, if Buyer receives the Resale Certificate on or before the date that Seller signs the Agreement; (ii) within three (3) days after receiving the Resale Certificate if the Resale Certificate is hand delivered or delivered by electronic means and a receipt obtained; or (iii) within six (6) days after the postmark date if the Resale Certificate is sent to Buyer by United States mail. Notice of cancellation shall be provided to Seller by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided Buyer retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by Buyer confirming such mailing; (iii) electronic means provided Buyer retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by Buyer confirming the electronic delivery or (iv) overnight delivery using a commercial service or the United States Postal Service.

After receiving the Resale Certificate from Seller, Buyer, at Buyer's expense, may submit a copy of the Agreement to the unit owners' association with a request for assurance that statements previously furnished in the Resale Certificate remain materially unchanged, or, if there have been material changes, a statement specifying such changes. The purchaser shall be provided with such assurances or such statement within ten (10) days of the receipt of such request by the unit owners' association. Buyer and Seller agree that the failure of the unit owners' association to provide Buyer with such assurances or such statement will not void the Agreement. If Buyer does not request such statement from the unit owners' association within three (3) days of receipt of the Resale Certificate, Buyer waives the right to cancel the Agreement based on material changes to the Resale Certificate.

VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT. Buyer acknowledges that information has been provided by the Seller and/or Seller's Agent and/or Auctioneer regarding Virginia's Property Owner's Association Act (Va. Code Ann. §§ 55-508, et. seq.) (the "Owner's Association Act"). If the Property is located within a development subject to the Virginia Property Owners' Association Act, the Owners' Association Act requires disclosure that: (i) the Lot is located within a development which is subject to the Owners' Association Act; (ii) the

Owners' Association Act requires Seller to obtain from the property owners' association an association disclosure packet and to provide it to Buyer; (iii) Buyer may cancel the Agreement: (a) within three days after the date of the Agreement, if on or before the date Buyer signs the Agreement, Buyer receives the association disclosure packet or is notified that the association disclosure packet will not be available; (b) within three days after receiving the association disclosure packet if the association disclosure packet or notice that the association disclosure packet will not be available is hand delivered or delivered by electronic means and a receipt obtained; (c) within six days after the postmark date if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Buyer by United States mail; (d) Buyer may also cancel the Agreement at any time prior to Close of Escrow if Buyer has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Buyer; (iv) if Buyer has received the association disclosure packet, Buyer has the right to request an update of such disclosure packet in accordance with Owners' Association Act; and (v) the right to receive the association disclosure packet and the right to cancel the Agreement are waived conclusively if not exercised before Close of Escrow. Notice of cancellation shall be provided to Seller by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided Buyer retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by Buyer confirming such mailing; (iii) electronic means provided Buyer retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by Buyer confirming the electronic delivery or (iv) overnight delivery using a commercial service or the United States Postal Service.

Buyer hereby acknowledges receipt of an association disclosure packet, if applicable.

Buyer's Initials _____ / _____

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 Virginia 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