

Addendum to Purchase Agreement

It is understood and agreed by all parties, by their signatures affixed hereto, that the provisions of this Addendum shall become a permanent part of the Purchase Agreement for the subject property.

In the event of any inconsistency between this Addendum and the Purchase Agreement, this Addendum shall control.

Buyer and Seller mutually agree to the following terms:

- 1. AS-IS; INSPECTIONS;** As-is, where-is. Notwithstanding anything set forth herein to the contrary, it is understood and agreed that Seller is selling the Property as-is, where-is, and Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to matters of title (other than Seller's warranty of title set forth in the limited warranty deed to be delivered at closing), zoning, tax consequences, physical or environmental conditions, availability or access, ingress or egress, property value, operating history, governmental approvals, governmental regulations, or any other matter or thing relating to or affecting the Property.
- 2. DEED.** Seller shall convey title by Special Warranty Deed.
- 3. TITLE; LIENS; SELLER TERMINATION RIGHT.** Seller shall use best efforts to resolve any liens or title issues prior to the Closing Date. If any issue is not resolved to Seller's satisfaction, in Seller's sole and absolute discretion, Seller may terminate the contract. Buyer's sole remedy shall be a full refund of the earnest money deposit. Buyer shall hold harmless Seller and all affiliated and related entities, parents and subsidiaries, and their respective past, present, and future officers, directors, trustees, partners, members, shareholders, attorneys, employees, insurers, agents, successors, and assigns.
- 4. CLOSING DATE:** The closing date shall be no earlier than 45 days after the contract's effective date.
- 5. TITLE COMPANY: Seller shall designate Title Company and pay for the Owner's Policy:**
Mainstay National Title, 3087 Satellite Blvd, Suite 500 Duluth, GA, 678-282-5760, ihmnt@mainstaynational.com
- 6. REMAINDER OF AGREEMENT:** All other terms of the Purchase Agreement shall remain in full force and effect.

Buyer 1

Signature:

Date:

Buyer 2

Signature:

Date:

Buyer's Agent

Signature:

Date:

Seller

Signature:

Date:
