

ADDENDUM TO CONTRACT OF SALE

This addendum ("Addendum") is to be made a part of the Contract of Sale (the "Contract of Sale") dated 12/12/2005 between _____ (the "Seller") and _____ (the "Purchaser(s)") for the property located at 1320 Chester Street Aurora CO 80010 (the "Property").

1. Purchaser(s) and Seller both recognize this addendum as part of the Contract of Sale. In the event any provisions of this addendum conflict in whole or in part with the terms of the contract of sale or any prior addendum or amendment thereto (collectively, the "contract"), the provisions of this addendum shall control and supercedes the Contract of Sale.
2. This Contract is subject to acquisition of the Property by Seller.
3. This Contract is subject to approval and acceptance by Seller's mortgage insurance company and beneficiary, if any.
4. Final acceptance of the contract of sale is subject to Seller's committee approval.
5. Title to the property shall be conveyed by either Special Warranty Deed or Quit Claim Deed, or an equivalent thereof, with covenants against the acts of the grantor. If the title of the property is currently held as leasehold interest, Seller will not transfer into a fee simple interest.
6. Seller shall pay the cost of an Owner's Title Insurance Policy. Purchaser(s) agree to pay for a mortgage policy, if any, and to pay respective escrow/closing costs per local customary practices. The seller shall select escrow/closing services as well as the settlement location.

7. CORPORATE DISCLOSURES

Seller acquired the Property either as a result of foreclosure proceedings or by acceptance of a deed in lieu of foreclosure or otherwise and that the total purchase price set forth in the Contract may reflect deferred maintenance. Accordingly, Seller is not familiar with the condition of the Property, other than as may be disclosed in the Inspection Report (as hereinafter defined), if any, that has been prepared for the Property. Purchaser(s) acknowledges that there has been no representation(s) by Seller, or any other person acting as Seller's representative and/or Purchaser(s)' representative regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection report has been obtained by or on behalf of Seller or Seller's representative (the "Inspection Report"), such Inspection Report may be provided to Purchaser(s) for Purchaser(s)' information only and shall not be deemed a part of the Contract of Sale. If the Inspection Report has been provided to Purchaser(s), no representation or warranty is made as to the accuracy and completeness of such report.

Neither Seller nor any person acting as Seller's representative has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Purchaser(s) acknowledges that Purchaser(s) has had the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Purchaser(s) will rely solely on Purchaser(s)' inspection and review to evaluate the condition of the Property.

Purchaser(s) hereby acknowledges that seller shall not be providing Purchaser(s) with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Purchaser(s) hereby waives any requirement that Seller furnish Purchaser(s) with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement and/or a Certificate of Occupancy.

Purchaser(s) acknowledges that it is Purchaser(s)' sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Purchaser(s) may be concerned.

PROPERTY SHALL BE CONVEYED IN "AS-IS" CONDITION AT TIME OF CLOSING. In the event electrical, plumbing, water and/or heating services are shut down for property preservation or other purposes, Seller will NOT reactivate these systems prior to closing.

Purchaser(s) understands, acknowledges, and agrees that neither seller nor any person acting as seller's representative is making any warranties or representations, either expressed or implied, as to the condition of the property. The property is being conveyed to purchaser(s) in its "as is, where is" condition and "with all faults." It is the right and responsibility of the purchaser(s) to inspect the property and purchaser(s) must satisfy himself/herself as to the condition of the property. SELLER WILL NOT PERMIT ANY REPAIRS PRIOR TO CLOSING, Seller, Seller's agents and Purchaser(s)' agents and Purchaser(s) shall execute a LEAD BASE PAINT Disclosure Addendum to Contract of Sale form to be provided by Seller's representative. Purchaser(s) shall also execute at closing a Waiver and Release Regarding Property Condition and Purchaser(s) hereby acknowledges receipt of a copy thereof.

8. Sales Price is: {OfferAmt} with {EarnestMoneyAmt} earnest money. Closing Agent or Title Company approved by Seller shall hold the earnest money in a non-interest bearing account.

Purchaser(s) initials: _____ Date: _____ Seller(s) initials: _____ Date: _____

9. This transaction shall be closed through a title company or attorney. Both Seller and Purchaser(s) agree to pay their respective title/escrow/closing costs per local customary practice. In the cases of a buyer directed state, the buyer has the option of using the seller's title company. If the buyer chooses to use the seller's title company, seller will pay for the owner's title policy.

10. This transaction shall be scheduled to close on or before for cash transactions or within 5 calendar days of final loan approval by the lender, whichever is earlier. TIME IS OF THE ESSENCE. In the event this sale/escrow does not close by the scheduled closing date, through no fault of the Seller, the contract is null and void. In the event this sale/escrow does not close by the scheduled closing date, through no fault of the Seller, the Purchaser(s) agree to pay toward seller's carrying costs the greater of \$100.00 per day or 1/10th of 1% of the purchase price per calendar day. The total of the said sum shall be credited to Seller on the actual date of closing. If the closing is delayed beyond the original scheduled closing date, then Seller reserves the right to further extend, or cancel this contract, and consider it null and void with no further obligation.

11. This contract is a Cash Transaction: YES or NO . If yes, for a cash transaction, verification of funds to close is to be provided with this addendum to contract of sale, and the earnest money is non-refundable. Should Purchaser seek financing, contract will be cancelled. OTHER PROVISIONS: PURCHASER TO PROVIDE PREQUALIFICATION LETTER WITH THIS ADDENDUM.

12. The subject asset may have been built prior to 1978. The "Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards" must be included as part of this contract. By signing this addendum the Purchaser(s) acknowledge that he/she have received a copy of the EPA manual "Protect Your Family from Lead in Your Home."

13. Seller will not provide financing as a contingency of the contract.

If cash item 14 & 15 N/A.

14. This contract is a Mortgage Financing Transaction YES or NO . If yes, the Purchaser(s) are to apply for mortgage financing within 3 business days of the seller's execution of contract. Purchaser is to furnish the seller a copy of binding written loan commitment from Purchaser's lender within 21 days from seller's execution of the contract. Loan approval requirements are to be completed within 10 days for written loan commitment.

a. Seller agrees to pay up to but not exceed \$_____ for fees and expenses charged to Purchaser(s) at closing by purchaser(s) lender for this transaction. In the event Purchaser(s) fees and expenses are less than the amount stated above, Purchaser will NOT receive a credit for the balance, nor shall any such excess be applied to other costs incurred by Purchaser(s) regarding this transaction.

b. Seller agrees to pay up to but not exceed \$_____ toward Purchaser(s) toward FHA or VA non-allowable purchaser(s) costs.

c. Seller agrees to pay up to but not to exceed \$_____ toward any contract repairs or any lender required repairs.

d. Seller will pay up to but not exceed \$_____ for any home warranty plans.

15. Seller will pay up to but not exceed \$_____ for termite remediation. (For California Assets - termite remediation is defined as only Section 1 repairs)

16. Seller is not hereby conveying any personal property other than as provided in the Contract of Sale and makes no representations or warranties regarding same. Seller shall not provide a Bill of sale for any personal property located on the premises.

17. Purchaser(s) agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property and/or injury to Purchaser(s) or any other persons that may arise from Inspections, repairs, replacements...Purchaser shall indemnify and fully protect, defend and hold Seller its servicers, representatives, agents, attorneys and employees harmless from any and all claims, costs, liens loss, damages, attorney's fees and expenses of every kind and nature, resulting from or arising out of any inspection, repairs, replacements or any other work performed in or upon the premises by Purchaser or its agents, employees, contractors or assigns... In the event any repairs are made at the premises, or any work or material are added to the premises, or the value of the premises is enhanced in any way, then in the event this transaction does not close, all material added to the premises shall become the sole and exclusive property of the Seller, and Seller shall have no liability to Purchaser or any third party for any such material or work completed.

18. All prorations, including but not limited to, prorations of any and all taxes, fees, utilities, homeowners or condominium association assessments and dues and any and all other charges against the Property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by Seller post closing.

19. The Purchaser(s) shall not assign its rights under any part of the Contract without Seller's prior written consent.

20. Purchaser(s) shall install new locks on the Property immediately after closing, and purchaser(s) shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorneys fees and expenses of every kind and nature that may be made against Seller as a result of Purchaser(s) failure to install new locks on the Property.

Purchaser(s) initials: _____ Date: _____ Seller(s) initials: _____ Date: _____

21. Seller does not agree to provide building permits. It is purchaser(s)' responsibility to confirm building and safety compliance on the property during the inspection period.

22. ALL INSPECTIONS and remediation from inspections (including but not limited to roof, septic, well, termite, and/or survey) are to be PURCHASER(S)' expense unless specifically negotiated under other provisions.

23. Purchaser shall take title subject to all existing municipal code and/or ordinance violations, and any lawsuits pending for enforcement thereof.

24. If Purchaser(s) raises any objections to the quality of Seller's title, and title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then the contract shall remain in full force and Purchaser(s) shall perform pursuant to the terms set forth herein. If affirmative coverage is not obtainable, Seller shall have a minimum of thirty (30) days from the earlier of the closing date or the date upon which Seller receives a copy of a title insurance commitment or a title report within which to resolve title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. If within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters then the Purchaser(s) (a) may take title in its then state, thereby waiving any title objections, or (b) terminate the contract and receive a refund of any deposit as Purchaser(s) sole and exclusive remedy. Alternatively, in such circumstances Seller may terminate the contract and refund Purchaser(s) deposit, such refund being Purchaser's exclusive remedy for such termination. In the event Seller fails to resolve such issues within the aforesaid thirty (30) day period, it shall be presumed that Seller has determined that it is unable or unwilling to resolve such issues.

25. Occupancy of the Property shall NOT be permitted prior to closing and funding, unless specifically agreed to by Seller in writing and only when Seller's requirements are met and Purchaser(s) signs Seller's Occupancy Agreement.

26. If the Property is located in a post foreclosure redemption period, then Purchaser has been advised and understands that the Property is foreclosed property and is in a redemption period. Purchaser(s) is advised that the present record owner of the Property or its successor in interest has the right to redeem and/or take possession of the Property at any time prior to the expiration of this redemption period, and that Seller's obligations under this Contract will terminate immediately upon the redemption or the owner taking possession of the Property. Purchaser agrees to hold Seller harmless from all liabilities, losses, costs, charges, expenses and damages of any character whatsoever, including reasonable attorney's fees, sustained by Purchaser by reason of or arising out of the redemption or the owner taking possession of the Property.

27. If the Property is located in a post foreclosure ratification/confirmation/ committee period, Purchaser(s) acknowledges settlement will not occur until such ratification/confirmation/committee order has been granted by the courts. In the event ratification/confirmation/committee is not granted by the courts, this contract is terminated and Seller will refund Purchaser's deposit, such refund being Purchaser's exclusive remedy for such termination.

28. Seller's insurance is not transferable and will be cancelled at the time of closing. Seller cannot endorse existing insurance policies to Purchaser(s). Any proceeds from insurance companies for destruction or damage through no fault of the Seller or the Purchaser(s) shall be retained by the Seller.

29. Seller will not provide Purchaser(s) or Purchaser(s) Lender a survey. If required by the Purchaser(s) Lender, cost of survey to be at the expense of the Purchaser(s).

30. The Contract shall not be deemed accepted by Seller until Seller's signature is affixed hereon and a fully executed original counterpart or facsimile of the Contract has been delivered to Purchaser(s).

31. OTHER PROVISIONS _____

WITNESS PURCHASER: _____

Print Name: _____

Date: _____

WITNESS PURCHASER: _____

Print Name: _____

Date: _____

WITNESS SELLER: _____

By: _____

Name: _____

Title: _____

Date: _____

Purchaser(s) initials: _____ Date: _____ Seller(s) initials: _____ Date: _____