

Auction Date: _____

Property Address: _____

**ADDENDUM TO PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS FOR PROPERTY LOCATED IN CALIFORNIA**

This Addendum to Purchase and Sale Agreement and Joint Escrow Instructions (this “**Addendum**”), is entered into by and between Seller and Purchaser(s), who are parties to that certain Purchase and Sale Agreement dated as of the date last signed by the parties (the “**Agreement**”). All capitalized terms used in this Addendum but not defined herein shall have the meaning ascribed to such terms in the Agreement.

BACKGROUND

- A. The Real Estate that is the subject of the Agreement is located in the State of California.
- B. Seller and Purchaser desire to amend the Agreement to add to the Agreement certain provisions that are required by or desirable in connection with California law.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **Amendments**. Seller and Purchaser hereby amend the Agreement in accordance with the following amendments:

Amendment 1. The following shall be added to the Agreement as Section 3.5 thereto:

“3.5 **Independent Consideration**. Notwithstanding anything in this Agreement to the contrary, One Hundred Dollars (\$100.00) of the Earnest Money Deposit (the “**Independent Consideration**”) shall be paid to Seller and considered completely nonrefundable to Purchaser in all events, it being the intent of the parties to recognize that such amount has been bargained for and agreed to as independent consideration for Purchaser's exclusive right to purchase the Property provided hereunder, and for Seller's execution and delivery of this Agreement.”

Amendment 2. The following shall be added to the Agreement as Section 4.7 thereto:

“4.7 **Natural Hazards Disclosures**. As of the Closing, to the extent permitted by law, Purchaser shall be deemed to have knowingly, voluntarily and intentionally waived the right to the disclosures (“**Natural Hazards Disclosures**”) set forth in: (a) California Government Code Section 8589.3 (a special flood area); (b) California Government Code Section 8589.4 (dam failure inundation area); (c) California Government Code Section 51183.5 (earthquake fault zone); (d) California Public Resources Code Section 2621.9 (seismic hazard zone); (e) California Public Resources Code Section 4136 (wildland fire area); and (f) California Public Resources Code Section 2694 (high fire severity area). Purchaser acknowledges and represents that it has extensive experience acquiring and conducting due diligence for commercial properties. This waiver by

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Purchaser includes, to the extent permitted by law, any remedies Purchaser may have for Seller's nondisclosure of the Natural Hazards Disclosures.

In no way limiting the foregoing waiver by Purchaser, Purchaser acknowledges that Seller shall employ the services of the Escrow Agent or another third party selected by Seller (as applicable, the "Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill Seller's disclosure obligations, if any, and to report the result of the Natural Hazard Expert's examination ("Natural Hazards Report") to Seller and Purchaser in writing. Seller has not verified, and Seller is not obligated to verify, the information contained in the Natural Hazards Report. The Natural Hazards Report fully and completely discharges Seller from Seller's disclosure obligations referred to herein, if and to the extent any such obligations exist, and, for the purpose of this Agreement, the provisions of Section 1103.4 of the California Civil Code regarding non-liability of Seller for errors or omissions not within Seller's personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of the Natural Hazard Expert's expertise with respect to the examination and written report regarding the natural hazards referred to above. Seller makes no representation or warranty as to the truth or accuracy of any information contained in the Natural Hazards Report. ANY NATURAL HAZARDS DISCLOSED BY THE NATURAL HAZARDS REPORT MAY LIMIT THE PURCHASER'S ABILITY TO REDEVELOP OR UTILIZE THE PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT THE PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. PURCHASER MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THESE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY."

Amendment 3. Section 6.4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"6.4.1. Disclaimer. AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER AND THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS HEREUNDER, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, AND GEOLOGY, (B) THE

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INCOME TO BE DERIVED FROM THE PROPERTY, OR THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY, (C) THE PROPERTY'S INVESTMENT POTENTIAL OR RESALE AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE, (D) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (E) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (I) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR WHICH MAY BE PROVIDED TO PURCHASER, (J) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (K) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORE, SUFFICIENCY OF DRAINAGE, (L) WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, (M) ANY TAX CONSEQUENCES OF OWNERSHIP OF THE PROPERTY, OR (N) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER MATTER WHATSOEVER AFFECTING THE STABILITY, INTEGRITY, OTHER CONDITION OR STATUS OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED ON ALL OR PART OF THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE EXISTENCE NONEXISTENCE OF ASBESTOS, UNDERGROUND OR ABOVE GROUND STORAGE TANKS, HAZARDOUS WASTE OR OTHER TOXIC OR HAZARDOUS MATERIALS OF ANY KIND OR ANY OTHER ENVIRONMENTAL CONDITION OR WHETHER THE PROPERTY IS IN COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS. AS A MATERIAL INDUCEMENT TO SELLER TO EXECUTE THIS AGREEMENT PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND ACCEPTS THE PROPERTY, UPON CLOSING, PURCHASER SHALL ASSUME RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY AND

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PURCHASER WILL HAVE DECIDED TO PURCHASE THE PROPERTY SOLELY ON THE BASIS OF ITS OWN INDEPENDENT INVESTIGATION, AND PURCHASER WAIVES ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. AS USED HEREIN, THE TERM "**HAZARDOUS MATERIALS**" MEANS ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE WHICH IS NOW OR HEREAFTER THE SUBJECT OF GOVERNMENTAL REGULATIONS, INCLUDING, WITHOUT LIMITATION, ANY MATERIAL OR SUBSTANCE WHICH IS (A) DEFINED AS A "HAZARDOUS WASTE," "EXTREMELY HAZARDOUS WASTE" OR "RESTRICTED HAZARDOUS WASTE" UNDER SECTION 25115, 25117 OR 25122.7, OR LISTED PURSUANT TO SECTION 25140, OR THE CALIFORNIA HEALTH AND SAFETY CODE, DIVISION 20, CHAPTER 6.5 (HAZARDOUS WASTE CONTROL LAW), (B) DEFINED AS A "HAZARDOUS SUBSTANCE" UNDER SECTION 25316 OF THE CALIFORNIA HEALTH AND SAFETY CODE, DIVISION 20, CHAPTER 6.8 (CARPENTER-PRESLEY-TANNER HAZARDOUS SUBSTANCE ACCOUNT ACT), (C) DEFINED AS A "HAZARDOUS MATERIAL," "HAZARDOUS SUBSTANCE," OR "HAZARDOUS WASTE" UNDER SECTION 25501 OF THE CALIFORNIA HEALTH AND SAFETY CODE, DIVISION 20, CHAPTER 6.7 (UNDERGROUND STORAGE OF HAZARDOUS SUBSTANCES), (D) PETROLEUM AND OTHER HYDROCARBONS, (E) ASBESTOS, (F) LISTED UNDER ARTICLE 9 OR DEFINED AS HAZARDOUS OR EXTREMELY HAZARDOUS PURSUANT TO ARTICLE 11 OF TITLE 22 OF CALIFORNIA ADMINISTRATIVE CODE, DIVISION 4, CHAPTER 20, (G) DESIGNATED AS A "HAZARDOUS SUBSTANCE" PURSUANT TO SECTION 311 OF THE FEDERAL WATER POLLUTION CONTROL ACT 33 U.S.C. § 1251 ET. SEQ., (33 U.S.C. § 1321) OR AS LISTED PURSUANT TO § 307 OF THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1317), (H) DEFINED AS A "HAZARDOUS WASTE" PURSUANT TO SECTION 1004 OF THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ. (42 U.S.C. § 9601), (I) DEFINED AS A "HAZARDOUS SUBSTANCE" PURSUANT TO SECTION 101 OF THE COMPULSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, 42 U.S.C. § 9601 ET SEQ., OR (J) ASSOCIATED WITH THE SO-CALLED "SICK BUILDING SYNDROME".PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS OBTAINED OR RECEIVED AND REVIEWED ALL SUCH DOCUMENTS AND MATERIALS WITH RESPECT TO THE PROPERTY WHICH PURCHASER DEEMS NECESSARY OR APPROPRIATE IN CONNECTION WITH ITS INVESTIGATION AND EXAMINATION OF THE PROPERTY, AND THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS OTHER THAN AS SET FORTH IN THIS AGREEMENT, AND IS NOT LIABLE OR BOUND IN ANY MANNER BY

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ANY REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS", "WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATION TO REPAIR OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS OR DEFECTS OR TO COMPENSATE PURCHASER FOR SAME. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

PURCHASER'S INITIALS"

Amendment 4. The following is hereby added to the end of Section 6.4.4 of the Agreement:

"TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, PURCHASER HEREBY EXPRESSLY AND SPECIFICALLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE ("SECTION 1542") AND ANY SUCCESSOR LAWS, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

PURCHASER ACKNOWLEDGES THAT THIS WAIVER AND RELEASE IS VOLUNTARY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE, AND IS GIVEN AS PART OF THE CONSIDERATION FOR THE AGREEMENTS SET FORTH HEREIN. PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE, WHICH IT NOW BELIEVES TO BE TRUE WITH RESPECT TO THE RELEASE OF CLAIMS. PURCHASER AGREES THAT THE FOREGOING RELEASE SHALL BE AND REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING SUCH DIFFERENT OR ADDITIONAL FACTS.

PURCHASER HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF

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SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS, AND PURCHASER HEREBY SPECIFICALLY ACKNOWLEDGES THAT PURCHASER HAS CAREFULLY REVIEWED THIS SUBSECTION AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL AND THAT THE PROVISIONS OF THIS SUBSECTION ARE A MATERIAL PART OF THIS AGREEMENT. BY ITS INITIALS BELOW, PURCHASER ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SUBSECTION AND RELEASE.

PURCHASER'S INITIALS"

Amendment 5. The following is added to the Agreement as Section 6.4.8 thereof

"6.4.8 Section 1101.5 Disclosure. Seller hereby discloses to Purchaser that Section 1101.5(a) of the California Civil Code requires that all noncompliant plumbing fixtures in any multifamily residential property and in any commercial real property shall be replaced with water-conserving plumbing fixtures. Pursuant to Section 1101.5(e) of the California Civil Code, Seller hereby discloses to Buyer that the Property may include noncompliant plumbing fixtures."

Amendment 6. Section 9.1.1 of the Agreement is deleted in its entirety and replaced with the following:

"9.1.1 A Deed, in the form attached as Exhibit D attached hereto and made a part hereof (the "**Deed**"), conveying title to Purchaser of the Real Property, subject only to the Permitted Exceptions."

Amendment 7. Section 11.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"11.3 Liquidated Damages. Purchaser agrees that the retention of the Earnest Money Deposit by Seller represents a reasonable estimation as of the Effective Date of Seller's damages in the event of a default by Purchaser hereunder, and that actual damages would be impracticable or extremely difficult to ascertain. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES, DOES NOT CONSTITUTE, AND IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677, AND SUCH DAMAGES ARE TO, AMONG OTHER THINGS, COMPENSATE SELLER FOR TAKING THE PROPERTY OFF THE MARKET, FOR SELLER'S COSTS AND EXPENSES ASSOCIATED WITH THIS AGREEMENT AND FOR LOST OPPORTUNITY COSTS. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE

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OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER, AT LAW OR IN EQUITY, IN THE EVENT THE SALE OF THE PROPERTY IS NOT CONSUMMATED BY REASON OF A BREACH OR DEFAULT UNDER THIS AGREEMENT BY PURCHASER. HOWEVER, NOTHING IN THIS SECTION SHALL PRECLUDE THE RECOVERY OF ATTORNEYS' FEES OR OTHER COSTS INCURRED BY SELLER IN ENFORCING THIS AGREEMENT OR LIMIT THE EFFECTIVENESS OF, OR SELLER'S REMEDIES WITH RESPECT TO, ANY INDEMNIFICATION OBLIGATIONS OF PURCHASER UNDER THIS AGREEMENT.

SELLER'S INITIALS

PURCHASER'S INITIALS"

Amendment 8. Exhibit D to this Addendum is hereby incorporated as Exhibit D to the Agreement.

2. Miscellaneous. Except as specifically amended herein, all the terms and provisions of the Agreement are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the Agreement and this Addendum, the terms and provisions of this Addendum shall govern and control and any conflicting terms and provisions of the Agreement shall be deemed amended to the extent necessary not to conflict with the provisions hereof.
3. Counterparts. This Addendum may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Addendum may be executed in electronic (e-mail) copies and electronic signatures shall be binding upon the parties.

[Signature Pages Follow]

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SELLER:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER(S):

_____,

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

IF INDIVIDUALS:

PRINTED NAME

Date: _____

PRINTED NAME

Date: _____

Auction Date: _____

Property Address: _____

EXHIBIT D

Form of Deed

RECORDING REQUESTED BY:

[_____]

MAIL TAX STATEMENTS TO:

[Purchaser Entity]

Order No.:

Escrow No.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR(s)

DECLARE(s):

DOCUMENTARY TRANSFER TAX is \$

_____.

CITY TAX \$ _____.

☐ Computed on full value of property conveyed, or

☐ Computed on full value less value of liens or encumbrances remaining at time of sale,

☐ Unincorporated area ☐ City of _____

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____ (“**Grantor**”), hereby grants to _____ (“**Grantee**”), the real property, together with any improvements constructed thereon, located in the City of _____, State of California, more particularly described in Exhibit A (the “**Property**”).

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

1. All matters affecting or relating to the title of the Property which are of record;
2. All matters [disclosed that certain survey prepared by _____ as Job Number _____ and dated _____] [or] that would be disclosed by an accurate survey or physical inspection of the Property.
3. The lien of non-delinquent taxes, assessments and other usual and customary charges assessed against the owners of real property in the state in which the Property is located.
4. All matters disclosed by the all property documents, leases and contracts affecting the Property.

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5. All building and zoning laws, codes and regulations affecting the Property, including all proffers, special exceptions, conditions, site plan approvals, and other similar matters, if any, relating to the zoning of the Property.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on _____, 20__.

GRANTOR:

[INSERT SELLER ENTITY]

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.

COUNTY OF _____)

On _____ before me, _____, personally appeared of _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

[EXHIBITS TO BE ATTACHED PRIOR TO RECORDING]