

**SELLER EXHIBIT TO AGREEMENT
EXHIBIT” ___”**

This exhibit is part of the Agreement with an offer date of _____
For the Purchase and Sale of that certain Property known as:

_____.

(NOTE: *The following language is furnished by the parties and is particular to this transaction*)

- 1) **COORDINATION WITH AGREEMENT:** If any of the following terms or provisions conflict with any terms or provisions of the Purchase and Sale Agreement, this exhibit shall control. Buyer and Seller both agree to the terms of the Purchase and Sale Agreement.
- 2) **RIGHT TO CONTACT BUYER’S LENDER:** Buyer agrees that Listing Broker and/or its affiliates shall have permission to contact the Buyer’s lender(s) in regards to their ability to obtain mortgage financing and/or to receive information pertaining to the Buyer’s loan, including but not limited to, learning status of the loan and terms of the loan throughout the end of the transaction. Buyer shall provide contact information regarding the Lender’s Name, Address, Phone/Fax Numbers, Loan Officer’s Name, Phone Numbers, Email address etc. within the first (Two) 2 days of buyer’s financing contingency period.
- 3) **HOME WARRANTY:** Listing agent shall be the initiating agent of the Home Warranty. The home warranty company shall be:_____. Cost is not to exceed_____. Premium to be paid at closing by seller. Initiating agent:_____.
- 4) **EARNEST MONEY:** All parties agree that The Robinson Realty Group shall be the Holder of the earnest money and that all earnest money will become non-refundable after the financing contingency period has expired.
- 5) **TERMITE LETTER:** In accordance to paragraph 9.C of the Purchase and Sale Agreement, Buyer agrees to submit termite report along with the coordinating amendment to Seller before the expiration of the due diligence period. Buyer further agrees that if the termite report and coordinating amendment are not submitted timely, that Seller is not obligated to provide treatment of termites, infiltrating pest/insects, or wood destroying organisms or make any repairs, corrections, or replacements to any portion of the property and that the sale shall convert to an AS-IS sale as described in paragraph 10.A.1 and 10. B.
- 6) **UTILITIES:** Seller shall cause all utilities to be operable prior to Buyer’s due diligence period. If utilities are not operable at the time of Buyer’s due diligence period, all parties agree that Buyer’s due diligence shall begin once all utilities (lights, gas, and water) are operable. Listing agent shall provide written notification to Selling agent of such occurrence and provide the re-scheduled begin date of Buyer’s due diligence period.
- 7) **CLOSING COST:** All parties agree and understand that if the Seller’s contribution as described in paragraph 5 of the Purchase and Sale Agreement are not exhausted and/or if Buyer’s lender doesn’t allow the total amount to be exhausted, that any unused and remaining portion of the closing cost shall be refunded to Seller, at which point, an amendment shall be executed documenting such and provided to all parties to the transaction including the Lender and Closing Attorney.

8) **METHOD OF PAYMENT:** In accordance to paragraph 6.C.1 and 6.C.2, the Buyer agrees to provide all terms of the loan with offer. If any part of the sections of the Purchase and Sale Agreement mentioned above are omitted either on purpose or by error at the time of offer, Buyer shall have Two (2) business days to provide all terms of the loan. All parties to this agreement understand that if all terms are not provided timely, that Seller reserves the right to terminate this agreement and refund Buyer's full earnest money deposit. If the Buyer's method of payment is cash, Buyer agrees to provide current and updated proof of funds within Two (2) business days of binding agreement date. If proof of funds is not provided timely, Seller reserves the right to terminate this agreement by giving notice to buyer within One (1) day thereafter and refund Buyer's full earnest money deposit.

9) **NOTIFICATION:** All parties to the Purchase and Sale Agreement understand that The Robinson Realty Group Group does not recognize email.

10) **BINDING AGREEMENT DATE & FAX SIGNATURES:** For the purpose of the time limits specified in this Agreement, the binding agreement date shall be the starting point, and on all deadlines contained herein the date and time of this binding agreement date shall control. All parties agree that fax signatures/initials are legal and binding if obtained in compliance with Paragraph 18 of the Purchase and Sale Agreement.

Listing Broker's (or Affiliated Licensee's) Initials _____ Seller's Initials _____

Selling Broker's (or Affiliated Licensee's) Initials _____ Buyer's Initials _____