CONTRACT FOR SALE OF GOVERNMENT REAL PROPERTY

Seizure Number: IR
Address:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ___________________________________________________ ("Buyer") and CWS, acting as agent of the Government with respect to this sale of this Government real property and on behalf of Internal Revenue Service ("Seller") agree as follows:

1. Buyer hereby agrees to purchase from Seller and Seller hereby agrees to sell to Buyer for the Purchase Price set forth below that certain parcel of real estate described on Exhibit A attached hereto (the "Real Estate").

2. Seller acknowledges receipt of Cashier's Check deposit as described in Exhibit B (the "Deposit") from Buyer. Buyer hereby acknowledges and agrees that the Deposit shall be non-refundable as of the date of this Agreement. At Closing, the Deposit shall be retained by Seller and credited against the Purchase Price. In the event Buyer fails to perform any of its obligations hereunder, including, without limitation, Buyer’s obligation to close on the purchase of the Real Estate, the Deposit shall be retained by Seller.

3. The purchase price for the Real Estate is $______________ (the "Purchase Price") payable in cash, of which the Deposit shall be applied thereto. The Deposit shall be held by the Seller, in a non-interest-bearing account, pending closing of transaction. Buyer agrees this final offer has no contingencies.

4. Closing will be held 45 days after the contract is approved by the Government. The Seller may, at its sole discretion, extend the closing date to (i) effect clear title, or (ii) for any other reason, as determined by Seller, in Seller’s sole discretion. Closing shall take place by escrow through the title company. There shall be no requirement for Buyer or Seller to attend the Closing. Buyer shall be required to take title in the name of Buyer first written above. Buyer shall not be permitted to assign this Contract without the prior written consent of Seller, which consent may be withheld in Seller’s sole and absolute discretion.

5. Buyer hereby acknowledges and agrees that this Contract is not contingent upon Buyer obtaining financing. Buyer acknowledges and agrees that the Closing will not be extended as a result of (a) Buyer’s failure to obtain financing or (b) delays caused by or attributable to Buyer’s lender (if applicable).

6. If the Buyer fails to perform this Contract within the time herein specified, on the terms and conditions contained herein, Buyer shall be in default of this Contract. Buyer and Seller hereby acknowledge and agree that it would be impractical and/or extremely difficult to fix or establish the actual damages sustained by Seller as a result of any default
by Buyer, and accordingly, Buyer and Seller agree that the Deposit is a reasonable approximation of such damages. In the event that Buyer commits a breach of this Contract by defaulting in the performance of any of its obligations under this Contract, the Deposit shall constitute and be deemed to be the agreed and liquidated damages of Seller, and the Deposit shall be retained by Seller as Seller’s sole and exclusive remedy hereunder. Default by Buyer for any reason, including failure to obtain financing, refusal of Buyer’s lender to fund the loan, or refusal of wife, husband or civil partner of Buyer to execute any required documents hereunder shall not relieve the Buyer of Buyer’s legal liability to complete the sale. In the event of default, Seller reserves the right to unilaterally and automatically cancel escrow with no further instruction or approval from Buyer. Buyer and Seller acknowledge this instruction and hereby indemnify and release Seller and its agents from any and all liability.

7. In the event damage to the Real Estate as a result of a natural disaster, fire or other casualty, Seller reserves the right to cancel the sale and refund the Deposit. Buyer agrees to hold harmless the Seller and its agents from any and all claims or actions associated herewith.

8. Prior to or at the time of closing, the Seller shall have (i) released or caused to be released all liens with respect to the Real Estate, (ii) paid or caused to be paid or exempted all delinquent real estate taxes, and (iii) caused a reputable title insurance company to issue a title commitment pursuant to which the title company agrees to insure title to the Real Estate, unless Seller determines, in Seller’s sole discretion, it is in the best interest of the United States to sell the Real Estate without title insurance.

9. Upon the filing of all lien releases, the Seller will convey title to the Buyer at closing by government deed, free and clear of all encumbrances or liens except restrictions of record and such other permitted encumbrances that do not materially impair the Buyer’s use or enjoyment of the Real Estate.

10. Except for all costs related to title insurance and escrow fees, all other closing costs, including, without limitation, transfer taxes, documentary stamps, intangible taxes and similar taxes or charges, and recording fees shall be paid by Buyer and Seller in accordance with the customs of the county in which the property is located. In the event Buyer desires title insurance, Buyer shall pay, at Buyer’s sole cost and expense, for all costs related to the owner’s policy, loan policy, all endorsements and any other related charges thereto. Buyer hereby acknowledges and agrees that, in certain jurisdictions, or for certain transactions, title insurance may be required and Buyer agrees, in those instances, that Buyer shall be obligated to obtain title insurance, at Buyer’s sole cost and expense. Buyer hereby acknowledges that, in certain jurisdictions, Seller is exempt from paying transfer taxes and, as a result, Buyer is required by such jurisdiction to pay all of the related transfer taxes. Notwithstanding anything contained herein to the contrary, at Closing, Buyer shall pay (i) all costs for any owner’s or lender’s policy of title insurance, (ii) fifty percent (50%) of any
closing fee; provided that, in the event Buyer uses a lender, Buyer shall pay one hundred percent (100%) of any closing fee; (iii) all costs associated with Buyer’s election to obtain any survey or appraisal, it being understood that Seller is under no obligation to provide a survey or an appraisal, (iv) all fees, costs or expenses in connection with Buyer’s inspection and acquisition of the Real Estate, and (v) all costs associated with Buyer’s financing, including documentary stamp tax and recording fees for any mortgage.

11. Buyer hereby acknowledges that the Real Estate is exempt from taxes during the Seller’s period of ownership. All adjustments of taxes (if any), security deposits, and rents or other items with respect to the Real Estate are to be made on a prorata basis as of the closing date taking into account the aforementioned exemption in favor of Seller. Any taxes accruing or relating to the period of time following the Closing Date shall be paid by Buyer.

12. The words “Buyer” and “Seller” herein employed shall include their heirs, administrators, executors, and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine, and neuter gender, and the singular and plural number, wherever the context so admits or requires.

13. Seller does not, by the execution and delivery of this Contract, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with Closing, make any representation, covenant or warranty, express or implied, of any kind or nature whatsoever, with respect to the Real Estate, and all such representations and warranties are hereby disclaimed. The Real Estate is being sold in “As-Is” condition with all faults, including any building violations for the building as a whole that may apply (including but not limited to fines and penalties). Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Real Estate as provided for herein is made on an “As-is” condition and basis with all faults and defects, and that Seller has no obligations to make repairs, replacements or improvements. Buyer is relying solely upon Buyer’s own knowledge and investigation of the Real Estate in completing the transactions contemplated hereby. Seller makes no warranties or guarantees either expressed or implied. The Buyer agrees that Buyer has personally inspected the Real Estate and acknowledges that by entering into this contract the Buyer is agreeing to accept the property in “As-Is” condition. Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the Real Estate and available resources in making the decision to acquire the Real Estate for the Purchase Price.

14. Buyer hereby acknowledges and agrees that Seller has no obligation to provide any of the following documents: (i) a survey for the Real Estate, or (ii) an appraisal of the Real Estate. In the event Buyer desires to obtain a survey or an appraisal, Buyer may, at Buyer’s sole cost and expense, order such survey or appraisal. In the event Buyer orders such survey or appraisal, Buyer shall coordinate with the Seller for access to the Real Estate prior to closing.
15. In the event Buyer requires any access to the Real Estate prior to the Closing for purposes of completing a survey or appraisal, or to inspect the Real Estate prior to Closing, Buyer shall provide Seller with forty-eight (48) hours prior written notice. Buyer hereby covenants and agrees that it shall cause any and all surveys, appraisals and inspections, performed at the Property between the date hereof and Closing to be performed in a manner that does not damage the Real Estate or in any way materially disturb or disrupt the tenancies or business operations of the Real Estate. In the event that, as a result of Buyer’s access to the Real Estate, any damage occurs to the Real Estate as a result of Buyer’s or Buyer’s agents’ negligence, then Buyer shall promptly repair such damage, at Buyer’s sole cost and expense, so as to return the Real Estate to substantially the same condition as exists on the date hereof. Buyer hereby indemnifies, protects, defends and holds Seller harmless from and against any and all losses, damages, claims, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses), incurred or sustained by reason of the claim of any person made by reason of Buyer’s activities as permitted pursuant to this Section. This covenant shall survive the termination of this Contract.

16. If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by applicable law.

17. This Agreement shall constitute the entire agreement of the parties concerning the purchase and sale of the Real Estate and shall supersede and replace any all prior agreements, whether written or oral, except for information set forth in the Terms and Conditions of Sale.

18. This sale is subject to the approval or rejection of the Seller.

[signatures on the following page]
19. Executed with:

- Exhibit A: Legal Description
- Exhibit B: Deposit
- Exhibit C: Broker Participation
- Exhibit D: Lead Based Paint
- Exhibit E: MUD Addendum
- Exhibit F: Taxes
- Exhibit G: Special Warranty Deed
- Exhibit H: HOA/Condo Association Addendum
- Exhibit I: Mineral Rights Disclosure

WITNESS TO SIGNATURE OF BUYER

___________________________________  ___________________________________
Date (BUYER)     Date

___________________________________  ___________________________________
Date (BUYER)       Date

ACCEPTED AND APPROVED THIS ______DAY OF _________________ 20_______.

_______________________________  ______________________________
WITNESS TO SIGNATURE OF SELLER    Internal Revenue Service

Closing will be held on or before______________________________.
Exhibit A

LEGAL DESCRIPTION

Sale No.: 
Seizure No.: IR
Parcel No.: 
Property Description: 
Property Address: 
Property City/State/Zip Code: 

Legal Description:
Exhibit B

DEPOSIT

CWS, acting as an agent of the Government with respect to the sale of this Government real property and on behalf of the United States Internal Revenue Service, acknowledges receipt of Cashier’s Check No.________________, in the sum of $___________________, as Initial Deposit, being held at CWS Marketing Group’s, Manassas, Virginia office.

Full earnest money deposit is: $___________________

The Balance of the Full Earnest Money Deposit is $___________________

Balance must be received by Seller on or before _________________________, ________

RECEIPT OF DEPOSIT AS HEREFIN STATED

By ______________________________________
Print Name

_________________________________________
Signature

_________________________________________
Date

WIRING INSTRUCTIONS:
CWS Marketing Group, Inc.
Account # 1520659
The National Bank of Indianapolis
107 N. Pennsylvania, Suite 700
Indianapolis, IN 46204
ABA – 074006674
Reference Property Address

CASHIER’S CHECK INSTRUCTIONS:
If Payment is by cashier’s check, make checks payable to:
CWS Marketing Group, Inc.
7998 Donegan Drive
Manassas, VA 20109
(571) 921-4283
Exhibit D

LEAD BASED PAINT

Said property was constructed prior to 1978 and may contain lead-based paint. Disclosure of Information on Lead-Based Paint Hazards and the EPA pamphlet “Protect Your Family From Lead In Your Home” may be obtained by calling 1-800-424-LEAD or visiting http://www.epa.gov/lead. Buyer acknowledges he/she has read and/or understands the information with regards to lead-based paint and agrees to assume all liability for abatement of any potential hazard. Furthermore, Buyer agrees to release, hold harmless, and indemnify the United States Government, Department of the Treasury, the Internal Revenue Service, its officers, employees, and agents, and CWS, its officers, employees, and agents, from any and all claims, demands, damages, causes of action or suits, environmental cleanup costs, that might now exist or hereafter exist by reason of, or growing out of, or affecting, directly or indirectly, the condition, sale, or re-sale of the said property.

Purchaser Initial _______ Purchaser Initial _______ Seller Initial_______
HOA/CONDO ASSOCIATION ADDENDUM

Buyer acknowledges that this property is subject to the restrictions, covenants, guidelines and fees of the association, ______________ (hereafter called the association). Sellers have provided all known fees/assessment amounts in its possession and are presumed to be accurate. The buyer hereby holds harmless the seller for any inaccuracies or discrepancies.

The buyer shall be responsible to fill out and submit any application or paperwork required by the Association and to pay any associated fees. Where the Association provides for a right of first refusal or approval of the purchaser, the buyer understands that the contract shall be contingent upon that provision. Closing date will be modified at the time of the Association’s decision to reflect a 45-day closing from date of notification.

Buyer acknowledges that this property could be subject to HOA/Condo Associations charges and require applications and fees associated therewith. Buyer further acknowledges that he has been given notice and has used his best due diligence to review provided documentation or has obtained the information from other sources. Buyer hereby waives any right to terminate the sale due to the items contained in the association documents after execution of this addendum.

Purchaser Initial _______ Purchaser Initial _______ Seller Initial_______
CONTRACT FOR SALE OF GOVERNMENT REAL PROPERTY

Back-up Bidder

Seizure Number: IR
Address:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ________________________________ ("Back-up Bidder") and CWS, acting as agent of the Government with respect to this sale of this Government real property and on behalf of Internal Revenue Service ("Seller") agree as follows:

1. Back-up Bidder hereby agrees to purchase from Seller and Seller hereby agrees to sell to Back-up Bidder for the Back-up Purchase Price set forth below that certain parcel of real estate described on Exhibit A attached hereto (the "Real Estate"), in the event of a default by the High Bidder.

2. Seller acknowledges receipt of Cashier's Check deposit as described in Exhibit B (the "Deposit") from Back-up Bidder. Back-up Bidder hereby acknowledges and agrees that the Deposit shall be non-refundable as of the date of this Agreement, in the event of a default by the High Bidder. At Closing, the Deposit shall be retained by Seller and credited against the Purchase Price. In the event Back-up Bidder fails to perform any of its obligations hereunder, including, without limitation, Back-up Bidder’s obligation to close on the purchase of the Real Estate, the Deposit shall be retained by Seller.

3. Deposit shall be held by the Seller, in a non-interest-bearing account, until Full Earnest Money Deposit is received from the High Bidder. In the event Full Earnest Money Deposit is not received from the High Bidder within the time specified, the Back-up Bidder will become the Buyer (“Buyer”) at the back-up bid price of $________________________ (the "Back-up Purchase Price") payable in cash, of which the Deposit shall be applied thereto. Back-up Bidder agrees this final offer has no contingencies.

4. Closing will be held 45 days after the contract is approved by the Government. The Seller may, at its sole discretion, extend the closing date to (i) effect clear title, or (ii) for any other reason, as determined by Seller, in Seller’s sole discretion. Closing shall take place by escrow through the title company. There shall be no requirement for Buyer or Seller to attend the Closing. Buyer shall be required to take title in the name of Buyer first written above. Buyer shall not be permitted to assign this Contract without the prior written consent of Seller, which consent may be withheld in Seller’s sole and absolute discretion.

5. Buyer hereby acknowledges and agrees that this Contract is not contingent upon Buyer obtaining financing. Buyer acknowledges and agrees that the Closing will not be
extended as a result of (a) Buyer’s failure to obtain financing or (b) delays caused by or attributable to Buyer’s lender (if applicable)

6. If the Buyer fails to perform this Contract within the time herein specified, on the terms and conditions contained herein, time being of the essence, Buyer shall be in default of this Contract, Buyer and Seller hereby acknowledge and agree that it would be impractical and/or extremely difficult to fix or establish the actual damages sustained by Seller as a result of any default by Buyer, and accordingly, Buyer and Seller agree that the Deposit is a reasonable approximation of such damages. In the event that Buyer commits a breach of this Contract by defaulting in the performance of any of its obligations under this Contract, the Deposit shall constitute and be deemed to be the agreed and liquidated damages of Seller, and the Deposit shall be retained by Seller as Seller’s sole and exclusive remedy hereunder. Default by Buyer for any reason, including failure to obtain financing or refusal of wife or husband of Buyer to execute the required documents hereunder does not relieve the Buyer of his/her legal liability to complete the sale. In the event of default, Seller reserves the right to unilaterally and automatically cancel escrow with no further instruction or approval from Buyer. Buyer and Seller acknowledge this instruction and hereby indemnify and release Seller and its agents from any and all liability.

7. In the event damage to the Real Estate as a result of a natural disaster, fire or other casualty, Seller reserves the right to cancel the sale and refund the Deposit. Buyer agrees to hold harmless the Seller and its agents from any and all claims or actions associated herewith.

8. Prior to or at the time of closing, the Seller shall have (i) released or caused to be released all liens with respect to the Real Estate, (ii) paid or caused to be paid or exempted all delinquent real estate taxes, and (iii) caused a reputable title insurance company to issue a title commitment pursuant to which the title company agrees to insure title to the Real Estate, unless Seller determines, in Seller’s sole discretion, it is in the best interest of the United States to sell the Real Estate without title insurance.

9. Upon the filing of all lien releases, the Seller will convey title to the Buyer at closing by government deed, free and clear of all encumbrances or liens except restrictions of record and such other permitted encumbrances that do not materially impair the Buyer’s use or enjoyment of the Real Estate.

10. Except for all costs related to title insurance and escrow fees, all other closing costs, including, without limitation, transfer taxes, documentary stamps, intangible taxes and similar taxes or charges, and recording fees shall be paid by Buyer and Seller in accordance with the customs of the county in which the property is located. In the event Buyer desires title insurance, Buyer will pay, at Buyer’s sole cost and expense, for all costs related to the owner’s policy, loan policy, all endorsements and any other related charges thereto. Buyer hereby acknowledges and agrees that, in certain jurisdictions, or for certain transactions,
title insurance may be required and Buyer agrees, in those instances, that Buyer shall be obligated to obtain title insurance, at Buyer’s sole cost and expense. Buyer hereby acknowledges that, in certain jurisdictions, Seller is exempt from paying transfer taxes and, as a result, Buyer is required by such jurisdiction to pay all of the related transfer taxes. Notwithstanding anything contained herein to the contrary, at Closing, Buyer shall pay (i) all costs for any owner’s or lender’s policy of title insurance, (ii) fifty percent (50%) of any closing fee; provided that, in the event Buyer uses a lender, Buyer shall pay one hundred percent (100%) of any closing fee; (iii) all costs associated with Buyer’s election to obtain any survey or appraisal, it being understood that Seller is under no obligation to provide a survey or an appraisal, (iv) all fees, costs or expenses in connection with Buyer’s inspection and acquisition of the Real Estate, and (v) all costs associated with Buyer’s financing, including documentary stamp tax and recording fees for any mortgage.

11. Buyer hereby acknowledges that the Real Estate is exempt from taxes during the Seller’s period of ownership. All adjustments of taxes (if any), security deposits, and rents or other items with respect to the Real Estate are to be made on a prorata basis as of the closing date taking into account the aforementioned exemption in favor of Seller. Any taxes accruing or relating to the period of time following the Closing Date shall be paid by Buyer.

12. The words “Buyer” and “Seller” herein employed shall include their heirs, administrators, executors, and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine, and neuter gender, and the singular and plural number, wherever the context so admits or requires.

13. Seller does not, by the execution and delivery of this Contract, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with Closing, make any representation, covenant or warranty, express or implied, of any kind or nature whatsoever, with respect to the Real Estate, and all such representations and warranties are hereby disclaimed. The Real Estate is being sold in “As-Is” condition with all faults, including any building violations for the building as a whole that may apply (including but not limited to fines and penalties). Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Real Estate as provided for herein is made on an “As-is” condition and basis with all faults and defects, and that Seller has no obligations to make repairs, replacements or improvements. Buyer is relying solely upon Buyer’s own knowledge and investigation of the Real Estate in completing the transactions contemplated hereby. Seller makes no warranties or guarantees either expressed or implied. The Buyer agrees that the Buyer has personally inspected the Real Estate and acknowledges that by entering into this contract the Buyer is agreeing to accept the property in “As-Is” condition. Buyer acknowledges that he/she relied entirely on his/her own information, judgment, and inspection of the Real Estate and available resources in making the decision to acquire the Real Estate for the Purchase Price.
14. Buyer hereby acknowledges and agrees that Seller has no obligation to provide any of the following documents: (i) a survey for the Real Estate, or (ii) an appraisal of the Real Estate. In the event Buyer desires to obtain a survey or an appraisal, Buyer may, at Buyer’s sole cost and expense, order such survey or appraisal. In the event Buyer orders such survey or appraisal, Buyer shall coordinate with the Seller for access to the Real Estate prior to closing.

15. In the event Buyer requires any access to the Real Estate prior to the Closing for purposes of completing a survey or appraisal, or to inspect the Real Estate prior to Closing, Buyer shall provide Seller with forty-eight (48) hours prior written notice. Buyer hereby covenants and agrees that it shall cause any and all surveys, appraisals and inspections, performed at the Property between the date hereof and Closing to be performed in a manner that does not damage the Real Estate or in any way materially disturb or disrupt the tenancies or business operations of the Real Estate. In the event that, as a result of Buyer’s access to the Real Estate, any damage occurs to the Real Estate as a result of Buyer’s or Buyer’s agents’ negligence, then Buyer shall promptly repair such damage, at Buyer’s sole cost and expense, so as to return the Real Estate to substantially the same condition as exists on the date hereof. Buyer hereby indemnifies, protects, defends and holds Seller harmless from and against any and all losses, damages, claims, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses), incurred or sustained by reason of the claim of any person made by reason of Buyer’s activities as permitted pursuant to this Section. This covenant shall survive the termination of this Contract.

16. If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by applicable law.

17. This Agreement shall constitute the entire agreement of the parties concerning the purchase and sale of the Real Estate and shall supersede and replace any all prior agreements, whether written or oral, except for information set forth in the Terms and Conditions of Sale.

18. This sale is subject to the approval or rejection of the Seller.

[signatures on the following page]
16. Executed with:
   - Exhibit A: Legal Description
   - Exhibit B: Deposit
   - Exhibit C: Broker Participation
   - Exhibit D: Lead Based Paint
   - Exhibit E: MUD Addendum
   - Exhibit F: Taxes
   - Exhibit G: Special Warranty Deed
   - Exhibit H: HOA/Condo Association Addendum
   - Exhibit I: Mineral Rights Disclosure

WITNESS TO SIGNATURE OF BUYER

___________________________________  ___________________________________
Date (BUYER)       Date

___________________________________  ___________________________________
Date (BUYER)       Date

ACCEPTED AND APPROVED THIS _______ DAY OF ____________________, 20______

___________________________________   ______________________________
WITNESS TO SIGNATURE OF SELLER     Internal Revenue Service

Closing will be held on or before______________________________.
Exhibit A

LEGAL DESCRIPTION

Sale No.:  
Seizure No.:  IR  
Parcel No.:  
Property Description:  
Property Address:  
Property City/State/Zip Code:  

Legal Description:  

SAMPLE
Exhibit B

DEPOSIT

CWS, acting as an agent of the Government with respect to the sale of this Government real property and on behalf of the United States Internal Revenue Service, acknowledges receipt of Cashier’s Check No.______________, in the sum of $__________________, as Initial Deposit, being held at CWS Marketing Group’s, Manassas, Virginia office.

Full earnest money deposit is: $__________________

The Balance of the Full Earnest Money Deposit is $______________

Balance must be received by Seller on or before ________________________, ________

RECEIPT OF DEPOSIT AS HEREIN STATED

By ______________________________________
Print Name
_______________________________________
Signature
_______________________________________
Date

WIRING INSTRUCTIONS:
CWS Marketing Group, Inc.
Account # 1520659
The National Bank of Indianapolis
107 N. Pennsylvania, Suite 700
Indianapolis, IN 46204
ABA – 074006674
Reference Property Address

CASHIER’S CHECK
INSTRUCTIONS:
If Payment is by cashier’s check, make checks payable to:
CWS Marketing Group, Inc.
7998 Donegan Drive
Manassas, VA 20109
(571) 921-4283
Exhibit D

LEAD BASED PAINT

Said property was constructed prior to 1978 and may contain lead-based paint. Disclosure of Information on Lead-Based Paint Hazards and the EPA pamphlet “Protect Your Family From Lead In Your Home” may be obtained by calling 1-800-424-LEAD or visiting http://www.epa.gov/lead. Buyer acknowledges he/she has read and/or understands the information with regards to lead-based paint and agrees to assume all liability for abatement of any potential hazard. Furthermore, Buyer agrees to release, hold harmless, and indemnify the United States Government, Department of the Treasury, the Internal Revenue Service, its officers, employees, and agents, and CWS, its officers, employees, and agents, from any and all claims, demands, damages, causes of action or suits, environmental cleanup costs, that might now exist or hereafter exist by reason of, or growing out of, or affecting, directly or indirectly, the condition, sale, or re-sale of the said property.

Purchaser Initial _______ Purchaser Initial _______ Seller Initial_______
Exhibit H

HOA/CONDO ASSOCIATION ADDENDUM

Buyer acknowledges that this property is subject to the restrictions, covenants, guidelines and fees of the association, ______________________ (hereafter called the Association). Sellers have provided all known fees/assessment amounts in its possession and are presumed to be accurate. The buyer hereby holds harmless the seller for any inaccuracies or discrepancies.

The buyer shall be responsible to fill out and submit any application or paperwork required by the Association and to pay any associated fees. Where the Association provides for a right of first refusal or approval of the purchaser, the buyer understands that the contract shall be contingent upon that provision. Closing date will be modified at the time of the Association’s decision to reflect a 45-day closing from date of notification.

Buyer acknowledges that this property could be subject to HOA/Condo Associations charges and require applications and fees associated therewith. Buyer further acknowledges that he has been given notice and has used his best due diligence to review provided documentation or has obtained the information from other sources. Buyer hereby waives any right to terminate the sale due to the items contained in the association documents after execution of this addendum.

Purchaser Initial _______ Purchaser Initial _____ Seller Initial______