

COUNTER OFFER

Date: [REDACTED]
Buyer: [REDACTED]

This is a Counter Offer dated [REDACTED], regarding property located at [REDACTED] and supersedes any prior offers, purchase agreements or other documents previously executed in connection with the property between Owner of Record, Seller, and Buyer. All terms and provisions of any offer, purchase agreement or other documents, including the Seller's Addendum executed in connection with the property which are not inconsistent with this Counter Offer shall remain effective.

1. Sales price to be \$ [REDACTED].
2. Buyer is to deposit earnest money in the amount of \$ [REDACTED] in listing agent's escrow account or with Seller's closing agent upon acceptance of this Counter Offer. Seller will not execute any contract for purchase without written proof of the Buyer's earnest money deposit.
3. Seller will make no repairs or inspections to the subject property unless expressly addressed below. Should the property sustain any material damage after the acceptance of an offer or prior to closing under contract for purchase, Seller shall have the option to a) terminate the offer/contract, b) re-negotiate the sales price, or c) proceed with repairs.

Should any lender or any insuring entity or agency require that certain repairs to the property be made or that certain other conditions be met, the Seller, at its sole option, may comply with such requirements or terminate the contract for purchase. Further, should any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the property, then Seller, at its sole option, may terminate the contract for purchase.

Seller will pay a maximum of \$ [REDACTED] toward lender required repairs only. If lender required repairs are less than \$ [REDACTED], any excess shall be credited back to the Seller. Buyer must provide documentation from lender specifying list of required repairs. Bids are required for repairs and must be supplied to the Seller from bonded, licensed vendors for review and approval. All work will be scheduled and coordinated by the listing agent. Repairs will not be authorized until Buyer provides documentation of a full mortgage commitment.

4. Termite inspection will be the responsibility of the BUYER. Any termite corrective work and/or treatment will be at the expense of the BUYER, unless otherwise noted herein.
5. Closing is to occur on or before [REDACTED]. Time is of the essence. No extension of the closing date will be given without prior written approval. Seller reserves the right to extend closing date if legible copies of the executed purchase contract are not received in a timely manner. The Buyer shall be charged a fee of \$50.00 per day for any extension of the escrow period past the closing date of [REDACTED], to be paid to and collected by the closing agent at the time such extensions is approved. The Buyer shall not be obligated for any delays caused by the Seller's title company/closing agent. The closing will occur at the office or physical location of Seller's choice. Buyer may use counsel of choice as representation at settlement, at Buyer's expense. Seller will pay for Owner's title policy if closing occurs at Seller's directed office and the Owner's policy is ordered through closing office listed below, provided however, in states where Seller's representative is prohibited from providing title and settlement services to the Buyer, Seller will not pay the cost of an Owner's title policy issued by Buyer's representative or other settlement costs incurred by the Buyer. Seller's representation will be:

Address: [REDACTED] Seller: Owner of Record

Name: [REDACTED] Phone#: [REDACTED] Fax#: [REDACTED]

6. Seller will NOT pay any amount toward Buyer's closing costs (this includes non-allowable and pre-paid amounts and points). This will NOT be additional to any incentives offered if applicable.
7. Agent commission will be paid in accordance with the listing agreement. Agent commission will be based on the sales price of \$ [REDACTED]. If property does not close, no commission will be paid.

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8. All pro-rations, including without limitation, pro-rations of any and all taxes, fees, utilities, homeowner or condominium association assessments and dues and any and all other charges against the property reflected on the settlement statement and executed by the Seller are final. No adjustments or payments will be made by the Seller after closing.

9. FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.

10. No other incentives apply. Any incentives agreed to be paid hereunder shall be paid at closing. In the event that the purchase transaction is not consummated, regardless of fault or reason, the Seller shall not be obligated to pay any such incentives.

This Counter Offer, Seller's Addendum and any state specific contract must be signed and initialed by Buyer(s) and returned to Seller within two (2) business days. If these documents are not returned within two business days, or by [REDACTED], Seller reserves the right to terminate this transaction for non-performance by Buyer(s).

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Property Address: [REDACTED]

STANDARD SELLER'S ADDENDUM

This Seller's Addendum is attached to and is a part of the offer, purchase agreement or other documents executed in connection with the purchase of the property. The Seller's Addendum will supersede the offer, purchase agreement or other documents executed in connection with the purchase of the property where inconsistent. The following terms and conditions are accepted and incorporated into the offer, purchase agreement or other documents executed in connection with the purchase of the property, subject to the following, and in accordance with certain state requirements. Paragraphs in the offer, purchase agreement or other documents executed in connection with the purchase of the property which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

1. Property is sold in its present "As Is" condition with no warranties, repairs, or inspections completed by the Seller, unless expressly addressed below. Buyer agrees that by closing hereunder Buyer has received no promises as to condition and no warranties, and has been afforded an opportunity to obtain an inspection by an inspector of Buyer's choosing. No personal property is included in this sale, unless otherwise specified.
2. Buyer agrees that in contracting to buy the property, Buyer has not relied upon any representation made by the Seller or Wells Fargo Home Mortgage, or any parent, subsidiary or affiliate thereof, or any of their officers, directors, employees, agents or representatives.
3. Buyer shall provide proof of funds or shall obtain a free Pre-Qualification letter from Wells Fargo Home Mortgage and shall submit same with the offer. Buyer is in no way obligated to obtain financing from Wells Fargo Home Mortgage and is free to obtain financing from any lender Buyer chooses. If Buyer does not submit either of the above with the offer or within two (2) business days of the date hereof, Seller will not consider the offer. Buyer shall provide final written loan approval to seller at least **thirty (30) calendar days** after offer acceptance.
4. Buyer shall have seven (7) calendar days from the date of the fully executed purchase contract to declare the contract null and void as a result of inspection findings. After the seventh (7th) calendar day, Buyer is obligated to complete the purchase or forfeit their earnest money deposit.
5. Buyer is advised that Seller works closely with certain escrow companies, title companies, title agents, title attorneys, and other closing agents that are familiar with Seller's forms, documents, procedures, and special requirements. By utilizing such entities, Seller is generally able to achieve closings quickly and efficiently. Unless Buyer chooses otherwise, Seller will deposit the contract with a company, attorney or agent of Seller's choice to perform all necessary title services and products either itself or through a title company chosen by Seller, **except in those states where Seller's representative is prohibited from performing such services for the benefit of both parties.** Buyer is advised that the use of such companies, attorneys or agents is not required, nor a condition of the sale of the property to Buyer.
6. Closing to occur at the office or physical location of Seller's choice. Buyer may use counsel of their choice to represent the Buyer at closing at Buyer's expense.
7. Seller will pay for Seller's closing costs agreed to with Seller's preferred closing office as well as any costs agreed to in the Counter Offer at closing. If Listing/Selling Agent or Buyer initiates title or closing with **an attorney or closing office other than that of Seller's choice**; any additional Seller closing costs beyond those that would be charged at Seller's preferred closing office, including but not limited to, title, closing and miscellaneous fees, will be the responsibility of the Agent or Buyer.
8. Seller does not agree to arbitration and mediation.
9. Seller will not assign to Buyer any rights to any insurance claims or proceeds covering destruction or damage to property. Seller's insurance policies are non-transferable and will not be prorated at closing.

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10. The originally executed offer or purchase contract and all addenda (or clear facsimile copy) must be received by date specified in the Counter Offer. Otherwise, Seller may terminate the contract for purchase for Buyer's non-performance. The original purchase contract including all original offers and counter offers are subject to review and signature by Seller.
11. Buyer is aware that the property will remain on the market during the counter offer stages and that any and all offers will be considered.
12. This contract may not be assigned.
13. This property may be subject to ground rent, the Seller will not redeem the ground rent.
14. Any special assessments, municipal assessments, or liens that are due or incurred after closing will be the responsibility of the Buyer. Seller does not agree to comply or bring property into compliance with any violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the property as of the closing date, unless expressly addressed in this Seller's Addendum or the Counter Offer. Buyer specifically agrees to comply or bring property into compliance with any government code or other requirements.
15. The Seller requires **three (3) full business days** prior to closing to review and execute any lender required documents, HUD1, and/or any other documents requiring the Seller's signature. The Seller cannot be responsible for any loss or damage due to closing being delayed if the Seller is not given three (3) full business days for review and execution of these items.
- 16. Prohibited sale: The following are strictly prohibited from directly or indirectly purchasing any property owned or managed by Premiere Asset Services: (i) employees of Wells Fargo Bank, N.A., its affiliates or subsidiaries (including Wachovia Corporation, its affiliates and subsidiaries) and their immediate family members; and (ii) the agents, employees and family members of the listing real estate agent.**

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17. Title **to the property will be conveyed** via special/limited warranty deed. Notwithstanding any legal description in any offer, addenda or counter offer, the legal description according to title report shall control.
- 18. If the Buyer alters the property or causes the property to be altered in any way and/or occupies the property or allows any other person to occupy the property prior to closing without the prior written consent of the Seller, such event shall constitute a breach of contract by the Buyer and the Seller may terminate the contract to purchase. Buyer shall be liable to the Seller for damages caused by any such alteration or occupation of the property prior to closing and funding and waives any and all claims for damages or compensation for improvements made by the Buyer to the property including, but not limited to, any claims for unjust enrichment.**
19. Seller will not provide a survey, appraisal or a home warranty, unless otherwise specified in the Seller's Counter Offer. **Should the Seller agree to pay for a home warranty, Seller will provide home warranty from a company of its sole choosing after closing.**
20. If applicable, retrofit to be paid by Buyer(s). Seller represents that the property as of the close of escrow, will be compliance with Health and Safety code 19211 by having water heaters braced, anchored or strapped in place in accordance with these requirements. (California only)
21. All prorations, including without limitation, prorations of any and all taxes, fees, utilities, homeowner 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 the Seller after closing. Tax Pro-rations shall be based upon the last ascertainable actual tax bill and shall be final as of closing. There shall be no pro-ration adjustment. This paragraph controls all pro-rations as described, regardless of language to the contrary in any offer, addendum or counter offer.

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Property Address: [REDACTED]

22. The Buyer shall not be allowed, under any circumstance, to receive funds from the closing that exceed the amount of the earnest money plus prepaid deposits paid by the Buyer. In the event that the proposed HUD reflects proceeds to the Buyer in excess of the earnest money and prepaid deposits, the closing cost credit by Seller shall be reduced so that the Buyer receives an amount exactly equal to the earnest money amount, plus prepaid deposits by the Buyer.

23. FINAL OFFER ACCEPTANCE IS SUBJECT TO INVESTOR APPROVAL.

24. 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/title report within which to resolve title exceptions, defects, or other title issues which in any way impede or impair Seller's ability to convey insurable title. If, within such thirty (30) day period, Seller determines that it is unable or unwilling to resolve such matters, the Buyer (1) may take title in its then state, thereby waiving any title objections, or (2) terminate the contract and receive a refund of any deposit as Buyer's sole and exclusive remedy. Alternatively, in such circumstances, Seller may terminate the contract and refund Buyer's deposit, such refund being Buyer'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. Termination of Contract: In the event the contract for purchase is terminated by Seller pursuant to any provision of the offer, purchase contract, this Addendum, or any other addendum or counter offer, Seller's sole liability to Buyer will be to return Buyer's deposit, at which time the contract for purchase shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another. Notwithstanding any language to the contrary in any purchase contract, offer, addenda or counter offer, if Buyer defaults in the performance of the contract for purchase of the property, the full amount of the earnest money will be tendered to the Seller.

26. Notwithstanding any language to the contrary in any offer, addendum, or counter offer, in any action or proceeding between Buyer and Seller, Seller does not agree and shall not be responsible to indemnify any broker(s) or agent(s) for any liability, loss, cost, damages or expenses incurred by broker(s) or agent(s).

27. Seller makes no representation and advises Buyers to make their own investigation to determine the source of the water supply and type of sewage disposal system.

28. This property may be subject to a redemption period pursuant to applicable state law. It is the Buyer's responsibility to consult with the closing attorney or closing agent to determine if any redemption period applies and has expired. An unexpired redemption period could delay or prevent closing and could result in a prior mortgagor or lien holder exercising their option to redeem the property. Seller makes no guarantees or representations concerning the expiration of any redemption periods. Should an unexpired redemption period, prohibit closing, Buyer may exercise their option to cancel the contract for purchase and receive earnest monies back from Seller. No additional compensation will be paid by Seller for any expenditure made by Buyer regarding this property.

29. If the Buyer is participating in a 1031 Exchange, the Buyer(s) understands and agrees that all obligations related to the purchase of this property and the timeliness of the closing shall remain in full effect regardless of the Buyer's participation in the 1031 Exchange. Buyer(s) shall remain solely responsible and liable to the Seller for Buyer(s)' performance of each and every warranty and obligation under this agreement.

30. Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Premiere Asset Services will not engage in any transaction with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers, or that Premiere Asset Services suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore the following information must be provided. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists. Please provide the following:

Full Name: _____

Date of Birth: _____

Full Company/Corporation Name _____

Address: _____

List All Principal Owners of Partnership or LLC include individual tax ID and dates of birth for each:

Corporation Tax ID: _____

If the Seller finds in its sole and absolute discretion that any purchaser meets the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

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Property Address: [REDACTED]

PROPERTY CONDITION ADDENDUM

Addendum to the purchase contract accepted by Buyers for property located at: [REDACTED]

LEAD-BASED PAINT DISCLOSURE

This contract for purchase is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9 p.m. on the seventh (7th) calendar day after ratification. The lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information. This contingency will terminate at the predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, either with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option within 10 (ten) days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to closing. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification form a risk assessor or inspector demonstrating that the condition has been remedied before the close of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have 10 (ten) days to respond to the counter-offer or remove this contingency and buy the property in "as is" condition or this contract shall become void. The purchaser may remove this contingency at any time without cause. Buyer acknowledges they have received the Lead Base Paint pamphlet. Yes
N/A

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"AS-IS" DISCLOSURE

Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure, and that the Seller is selling and Buyer is purchasing the property in an "AS-IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. Buyer acknowledges for Buyer, for Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property, Buyer is not relying on Seller or its agents as to the condition of the property and/or any improvements thereon, including, but not limited to, roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size or the existence of termites or other wood destroying insects, radon or hazardous substances, whether or not the property is located in a flood zone or whether the property conforms to local ordinance or regulations, including zoning or suitability of the property and/or in compliance with any city, county, State and/or Federal statutes, codes or ordinances. Buyer is not relying on Seller or it's agents as to the condition of property and /or any improvements thereon, including but not limited to mold, roof, foundations, etc. THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

WARNING:

A winterization may have been performed at this property pursuant to a work order issued by the current owner. The sole purpose of a winterization is to prevent damage from freezing pipes. The winterization completed at this property was a system shut-down only; the plumbing system was not tested for damage or leaks. This procedure is not a guaranty or warranty of any kind with respect to the HVAC, plumbing, or any other mechanical systems at this property. The plumbing system should be de-winterized by a licensed contractor or plumber before the water is turned back on, to assure that the system is operational.

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Property Address: [REDACTED]

MOLD DISCLOSURE AND RELEASE

Buyer is hereby advised that mold and/or other microscopic organisms may exist at the property known as [REDACTED]. Such microscopic organisms and / or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold and to hold harmless, release and indemnify Seller and Seller's managing agents from any liability / recourse / damages (financial or otherwise). Buyer understands that Seller has taken no action to remediate mold. Buyer hereby acknowledges this disclosure and release and is aware of the condition set forth therein. This disclosure and release is executed voluntarily and with full knowledge of its significance. Wells Fargo Home Mortgage, Premiere Asset Services or managing agents are not qualified to inspect property for mold or make recommendations or determinations concerning possible health or safety issues. The purpose of this disclaimer is to put Buyers on notice to conduct their own due diligence regarding this matter using appropriate, qualified experts. This is a legal document and Buyers are advised to seek legal counsel prior to executing same.

Buyer Name (printed)	Buyer (signature)	Date
[REDACTED]	[REDACTED]	[REDACTED]
Buyer Name (printed)	Buyer (signature)	Date
[REDACTED]	[REDACTED]	[REDACTED]
Seller Name (printed)	Seller (signature)	Date
[REDACTED]	[REDACTED]	[REDACTED]
Seller Name (printed)	Seller (signature)	Date
[REDACTED]	[REDACTED]	[REDACTED]

IMPORTANT NOTICE: This document may contain information that is considered confidential and may not be transmitted through unencrypted email. The transmission of information on this document should be completed by uploading to the Agent Portal or by faxing with a cover page to 866-859-0455.
 Premiere Asset Services -v1.0