

SELLER ADDENDUM

This Seller Standard Addendum is attached to and is made a part of the Offer, Counter Offer, Purchase Contract, or other documents executed in connection with the purchase of the Premises.

Date: _____ This Seller Standard Addendum is by and between the following Parties:
Seller/Landlord: Offerpad, LLC, an Arizona limited liability Company, and / or an Offerpad affiliated entity
Buyer/Tenant: _____
Premises: 561 Brown Bear Run, Jacksonville, FL 32259, USA

Disclosure: Buyer acknowledges Seller obtained the Premises through, direct purchase from a homeowner, foreclosure process, or bank or servicer and/or similar process and therefore will not provide a warranty of any kind, including but not limited to a builder warranty or Seller warranties. All existing personal property that conveys at closing will convey in "as is" condition including but not limited to above ground spas, appliances, pool & spa heaters, refrigerators, and washer & dryers. Seller has never occupied the Premises and therefore will not provide an Insurance Claims History Report or Seller Disclosures. Lines 250-255 shall be removed and deleted from the purchase contract. Buyer agrees that the Offerpad Property Disclosure Statement and any other state-required disclosure form are provided to Buyer as a supplement to, and not in place of, Buyer's inspections and investigations concerning all conditions and items that are material to the Buyer. HOA assessments/transfer fees are disclosed to buyer based on information the Seller obtained at purchase. Buyer to verify any updates/increases.

Buyer Independent Investigation: Buyer has received NO promises as to the condition of the Premises and has been afforded an opportunity to obtain an inspection by an inspector(s) of Buyer's choosing. Inspection reports, if provided, are for disclosure purposes. Buyer is NOT relying on Seller, Listing Agent, or MLS as to the condition of the Premises, exact square footage, exact bedrooms and/or bathrooms of the premises, condition of the water and sewage disposal systems, neighborhood characteristics, or any improvements thereon, including, but not limited to roof, foundation, soils, electrical, plumbing, heating, mechanical systems, water or septic systems, geology, foundation, lot size, termites, radon or hazardous substances, whether the Premises is in a flood zone, or is near an airport or airbase, or whether the Premises conforms to local ordinances or regulations, including zoning or sustainability of the Premises or compliance with City, County, State, and Federal statutes, codes, and ordinances. On the condition the Buyer requests repairs, Seller may not provide receipts for completed work as they employ on staff service technician's. Buyer is solely responsible to confirm the property qualifies for the agreed upon financing.

Repair Request / Seller Response: Buyer shall submit a request for repairs no later than 3 days prior to the expiration of the Due Diligence period. Seller will have up to 5 Business Days from the time a repair request is made to respond to such request. Buyer will have 3 days from Seller's response to approve or disapprove response. If Buyer disapproves of Seller response, Buyer may cancel contract with earnest monies being returned to Buyer. In the event Buyer requests a repair later than 3 days prior to the expiration of the Due Diligence, Seller in its sole discretion may elect to proceed with the requested repair or decline the repair request. If Seller declines the request, Buyer may elect to terminate the contract and all earnest monies will be paid to Seller.

Early Closing & Closing Extension: On the condition the all parties, including Buyer, Seller, Title and/or Lender can close escrow before the closing date initially agreed upon in the Purchase Contract, the Seller shall credit Buyer \$50 per day in addition to any previous agreed upon closing credits. The additional \$50 per day credit will be applied as an early closing fee and need to be approved by lender if the Buyer is obtaining financing to purchase the home. A signed, satisfactory, Final Walk-through will be required. On the condition the Buyer is unable to close escrow for any reason on the closing date initially agreed upon in the Purchase Contract, the Buyer shall pay a \$50 per day extension fee to Seller for each day the closing is delayed. Seller to allow 3-day grace period from the agreed upon closing date before the extension fee shall effect on 4th day.

Final Walk-Through: Seller encourages buyer to conduct final inspection/walk-through. Buyer agrees to deliver an accepted, signed OP Final Walk-Through document to Seller prior to closing.

Title Company: Seller discloses to Buyer that Seller processes many properties through First American Title Company, who routinely gathers preliminary documents and performs lien searches in preparation of the sale of Seller properties. In most cases, the Seller has a prepaid owner's policy already purchased through First American Title. In the event Buyer chooses to use a different title company, the Buyer shall be responsible for purchasing the owners title policy. Buyer is advised that the use of First American Title is not required and is not a condition of the sale of the Premises to Buyer. Unless Buyer chooses otherwise, Seller will refer the Purchase Contract to First American Title to perform all necessary escrow and title services.

Listing Agent and Principals: One or more shareholders/members of Offerpad, Inc. and Offerpad, LLC and other Offerpad related entities are licensed real estate agents in Arizona, Nevada, Florida, Utah, Georgia, North Carolina, South Carolina, California, and Texas. One or more shareholders/members of Offerpad, LLC have an interest in Elevation Solar, LLC and Elevation Solar Leasing, LLC. Listing Broker and Agent is employed by Seller and has a financial interest in the transaction separate from the commission, if any, for providing real estate services.

Locks, Keys & Remotes: Smart lock, if present, on front entry door shall convey with sale. Seller has never occupied the property and may not have mailbox keys, mailbox number, gate keys, pool/Clubhouse keys/cards and/or garage door openers. Any keys and/or garage door openers the Seller has shall be in the kitchen drawers closest to the refrigerator.

Smart Lock/Hub - If a Smart Hub/Lock is installed, then Smart Hub does not convey with home and will be removed. If necessary, Buyer agrees to provide Seller access to the property to remove the equipment up to 3 days after closing date. Seller and Buyer to schedule pick-up.

Rekey Premises: Buyer must rekey the Premises immediately upon the Close of Escrow. Seller shall not be responsible for any damages or liability incurred due to Buyer's failure to rekey the premises.

Property Loss: If any part of the premises is damaged or destroyed prior to closing Seller will have the option to restore the property to its previous condition as soon as reasonably possible or terminate this agreement. In the event Seller elects to restore premises, Seller and Buyer will mutually agree to extend closing date for a reasonable amount of time to allow Seller to make the repairs. The delay of closing extension fee shall not apply in the event that such delay is due to Seller completing requested Seller repairs or restoring the property due to damage. In the event Seller elects not to restore the premises, then the purchase contract will terminate and Buyer will receive a full refund from Escrow of all deposits paid.

Prior Sale: Buyer acknowledges that Seller has multiple agents capable of accepting an offer at any given time. In the event that Seller becomes aware of two executed contracts for the same Premises, the Contract which was executed first in time shall be the Official Purchase Contract, all other Contracts shall be deemed a Back-Up Offer. Seller shall promptly notify the Buyer if the Buyer's contract is a Back-Up Offer. Upon notification, Buyer shall have 5 days to either 1) terminate the Back-Up Offer in writing and receive a full refund of all deposit monies or 2) Remain a Back-Up Offer and agree to proceed with closing under the terms of it's Back-Up Offer in the event the Official Purchase Contract terminates.

Mold: Buyer is advised that mold or other microscopic organisms, herein referred to as "Mold", may or may not exist at the Premises. Mold may cause physical injuries, including but not limited to, allergic or respiratory reactions, particularly in persons with immune system problems, young children, and elderly persons. The only way to provide any reasonable assurance that a property does not have mold or other health hazards is to retain the services of an environmental expert to conduct specific tests. Additional information is available at http://epi.publichealth.nc.gov/oe/a_z/mold.html, www.epa.gov/mold/, and www.cdc.gov/mold/default.html

Buyer's Signature:

Date:

Buyer's Signature:

Date:

Seller's Signature (on behalf of Offerpad, LLC): **Date:**

Vaughn Bair

04 / 14 / 2024

Affiliated Business Arrangement Disclosure

To: _____
From: Offerpad, LLC
Property: 561 Brown Bear Run, Jacksonville, FL 32259, USA
Date: _____

This is to give you notice that OfferPad, LLC, a wholly owned subsidiary of OfferPad, Inc. (“Offerpad”) has business relationships with OfferPad Brokerage, LLC, OfferPad Brokerage CA, LLC, and Offerpad Brokerage “FL”, LLC, real estate brokerages (collectively “Offerpad Brokerage”), OfferPad Mortgage, LLC d/b/a Offerpad Home Loans (“OPHL”), a mortgage brokerage, and First American Title Company, a title insurer (“First American”), in that Offerpad wholly owns Offerpad Brokerage and OPHL, and First American has a minority interest in Offerpad. Because of these relationships, using any one of these companies may provide Offerpad, Offerpad Brokerage, OPHL, or First American or any of their principals and affiliates a financial or other benefit.

Set forth below are the types of settlement services offered by these companies and the estimated charge or range of charges for such settlement services. **You are NOT required to use any of these companies as a condition for obtaining real estate brokerage services, mortgage brokerage services, title insurance or selling or purchasing a home with Offerpad.**

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE YOU ARE RECEIVING THE BEST SERVICES AND RATE FOR THESE SERVICES.

Description	Range of Charges
<u>Offerpad Brokerage</u> Real Estate Brokerage Services	Real estate commissions vary and are paid by the seller. If Offerpad Brokerage acts as an agent, the commission may be paid to Offerpad Brokerage pursuant to a listing referral agreement.
<u>OPHL</u> Mortgage Brokerage Services	0 – 4% of the loan amount depending on the rate you choose. OPHL does not charge any application or origination fees. If you choose to buy down your interest rate, it will result in a discount points fee. You will be charged certain third-party fees for an appraisal, credit reports and additional closing costs by the escrow / title company, closing attorney and lender. OPHL and/or the applicable lender will provide you with a Loan Estimate detailing credit costs and loan terms, including closing costs.

<u>First American Title Company</u> Title insurance	Premium for title insurance is based upon the amount of insurance, the coverage requested, and other risk factors identified within the state's filed, promulgated and/or published rates. For a quote specific to your transaction, contact _____ at (____) ____-____.
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ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Offerpad is referring me/us to purchase the above described settlement service and may receive a financial or other benefit as a result of this referral.

Vaughn Bair

Buyer, Borrower or Seller's Signature

Date

Buyer, Borrower or Seller's Signature

Date

Buyer, Borrower or Seller's Signature

Date

Buyer, Borrower or Seller's Signature

Date

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein:

Offerpad SPE Borrower A, LLC (SELLER)
and (BUYER)
concerning the Property described as 561 Brown Bear Run, Jacksonville, FL 32259, USA

Buyer's Initials Seller's Initials VB

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

PART A. DISCLOSURE SUMMARY

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For GRAND CREEK PROPERTY OWNERS ASSOCIATION, INC. (Name of Community)

- 1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ 276.56 PER quarter. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE BUYER

DATE BUYER

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

PART B.

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment of assessments, charges, or impose restrictions on the Property ("Association").

1. **APPROVAL:** The Association's approval of Buyer (**CHECK ONE**): ___ is ___ is not required. If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than ___ (if left blank, then 5) days prior to Closing. Within ___ (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties. Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:

(a) Buyer shall pay any application, initial contribution, and/or membership or other fees charged by Association pursuant to its governing documents or applicable Florida Statutes. If applicable, the current amount(s) is:

\$ 100.00	per	_____	for	transfer fee	to	_____
\$ 299.00	per	_____	for	estoppel	to	_____
\$ 250.00	per	_____	for	resale fee	to	_____
\$ _____	per	_____	for	_____	to	_____

(b) If special or other assessments levied by the Association exist as of the Effective Date, or any assessment(s) are levied after the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) prior to or at Closing; or, if any such assessment(s) may be paid in installments, then Seller shall pay all installments which are due before Closing Date, prior to or at Closing, and (**CHECK ONE**): Buyer Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

(c) Seller shall pay, prior to or at Closing, all fines imposed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

The Association or Management Company to which assessments, special assessments or rent/land use fees are due and payable, is/are:

GRAND CREEK PROPERTY OWNERS ASSOCIATION, INC. _____

Contact Person _____ Contact Person _____

Phone 904 490-8191 _____ Phone _____

Email _____ Email _____

Additional contact information can be found on the Association's website, which is:

www. _____