

ADDITIONAL PROVISIONS ADDENDUM TO
OFFER TO PURCHASE AND CONTRACT

Additional provisions addendum with respect to Offer to Purchase and Contract between _____ (hereinafter Buyer) and First Troy SPE, LLC (hereinafter Seller) with respect to the property known as _____ (hereinafter the Property).

A. If any paragraph contained in this addendum conflicts in any way with the printed form of the Agreement for Purchase and Sale of Real Property, then the paragraph contained in the addendum shall control.

B. In the event any date for the performance of a condition or time for performance hereunder falls on Saturday, Sunday or a federal/state holiday, then such date for said performance of a condition or time for performance hereunder shall automatically be extended to the next business day which is not a Saturday, Sunday or a federal/state holiday.

C. Buyer and Seller agree that in the event of Seller's default hereunder the Buyer's sole remedy at law and equity shall be return of the earnest money deposit. Seller shall not be liable to Buyer for any damages incurred including actual, consequential or otherwise. Buyer shall not be entitled to specific performance.

D. "As-Is". Buyer agrees that it will perform examinations and investigations of the Property prior to the expiration of the Examination Period, and that Buyer will rely solely upon such examinations and investigations in purchasing the Property. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that, except for Seller's warranties expressly set forth in the Special Warranty Deed delivered by Seller to Buyer at closing, Buyer is acquiring the Property "as-is" and "where-is", and with all faults, whether

known or unknown, and that Seller has not made and does not make any representations or warranties, expressed or implied, with respect to the quality, physical or environmental condition, expenses or value of the Property, or any other matter or thing affecting or related to the Property or this agreement (including, without limitation, warranties of habitability, warranties of merchantability and/or of fitness for a particular purpose), and Buyer does hereby expressly acknowledge that no such representations or warranties have been made. Without limiting the generality of the foregoing, Buyer acknowledges that certain infrastructure and other improvements may have to be completed in order to allow the Property to comply with laws and other requirements, that Seller shall have no responsibility for completion of any such improvements or the correction of any defects in the Property or any improvements existing as of the date of this agreement, and that the Buyer will be responsible from and after closing for all costs, expenses, liabilities and obligations relating to the development of the Property. Buyer further acknowledges and agrees that the compensation to be paid to Seller for the Property has been decreased to take into account that the Property is being sold subject to the foregoing disclaimers. The provisions of this section shall survive closing.

E. Seller shall deliver title to Buyer in the form of a Special Warranty Deed.

F. Buyer warrants and represents that this transaction is an arm's length transaction and that he/she/it does not have any interest, either directly or indirectly, with Seller's predecessor(s) in title, and that Buyer does not contemplate assigning this contract or transferring any interest in the Property in the future to anyone who has either had an ownership interest, guaranteed a loan or otherwise had any interest, either directly or indirectly, with Seller's predecessor(s) in title. This provision shall survive delivery of the deed.

G. Release. Effective upon closing, except with respect to the Special Warranty Deed delivered by Seller at closing, Buyer hereby releases Seller, any manager of the Property, each of their respective predecessors in interest and successors and assigns, together with the officers, directors, partners, employees, investors, and agents of each of the foregoing (the

“Seller Parties”) from all claims, absolute or contingent, known or unknown, which Buyer or any agent, representative, affiliate, employee, director, officer, partner, member, servant, shareholder, trustee or other person or entity acting on buyer’s behalf or otherwise related to or affiliated with Buyer has or may have arising from or related to any matter or thing related to or in connection with this agreement or the Property, and any physical or environmental conditions, and Buyer shall not look to the Seller parties in connection with the foregoing for any redress or relief. This release shall be given full force and effect according to each of its expressed terms and provisions, including those relating to unknown and unsuspected claims, damages and causes of action. The provisions of this section shall survive shall survive closing.

H. No Obligation to Cure. Notwithstanding anything to the contrary in the Agreement or otherwise, Seller shall have no obligation to cure or satisfy any encumbrance or matter of title or survey, and Seller shall not be in breach or default due to any failure to cure or satisfy any encumbrance or matter of title or survey.

I. No Intrusive Testing. Notwithstanding any other provision of this Agreement, Buyer shall not perform any intrusive testing on the Property (including, but not limited to, soil borings) without the prior written consent of the Seller.

J. Indemnification. Buyer shall indemnify, defend and hold harmless Seller from and against any and all losses, costs, damages, and expenses (including, without limitation, reasonable attorneys’ fees and costs of litigation), arising out of access onto the Property by Buyer or its agents or out of the investigations of the Property by Buyer or its agents. Buyer and its agents and contractors entering onto the Property shall each carry commercial general liability insurance in an amount not less than \$1,000,000.00, insuring all of their activities in connection with the Property. Upon Seller’s request, Buyer shall deliver a certified copy of certificates of any or all of such policies to Seller. The provisions of this Section shall survive termination of the Agreement and Closing.

K. Due Diligence Material. If the purchase and sale of the real property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Buyer will deliver to Seller within 30 days of the expiration of the Examination Period all Due Diligence material acquired or created by the Buyer during the Examination Period as defined in Section 1 of the Agreement. Buyer's failure to comply with this paragraph will result in Buyer's forfeiture of the Earnest Money deposit.

Executed as an instrument under seal this ____ day of _____, 20__.

SELLER:

BUYER:

FIRST TROY SPE, LLC

By: _____ (SEAL)

By: _____ (SEAL)

Name: _____

Name: _____

Title: _____

Title: _____