



PHI REAL ESTATE Addendum to Sale Contract

This is an addendum to the contract between [Purchaser] ("Purchaser") and Truist Bank as [Capacity] for [Fiduciary Account Name] ("Seller") for the property described as [Property Description] (the "Property").

1. Purchaser hereby represents and warrants that he is not an employee, officer, director or related party of Truist Bank or any of its subsidiaries or affiliates, nor is Purchaser acting on behalf of, nor does he have any agreement, written or oral, under which the title to the Property would be transferred to an employee, officer, director, or related party of Truist Bank or any of its subsidiaries or affiliates. In addition, Purchaser represents and warrants that he is not acting on behalf of, nor does he have any agreement, written or oral, under which the title to the Property would be transferred to an entity controlled by any of the aforementioned individuals or affiliates nor an immediate family member of any such individuals or affiliates.
2. This agreement is made by Truist Bank or any of its subsidiaries or affiliates in a representative capacity, and it is specifically understood and agreed that Truist Bank or any of its subsidiaries or affiliates will not incur any personal liability for breach of warranty or any other condition, obligation or representation made herein and that in the event of such a breach, Truist Bank or its subsidiaries or affiliates shall be liable only to the extent which it holds assets in properties for the specific entity on behalf of which this instrument is executed.
3. Notwithstanding any other provisions of this contract, Seller shall be obligated only to convey insurable title by [Select One] deed without warranty, expressed or implied.
4. Purchaser affirms that except as specifically set forth herein, Seller has not made nor has Purchaser relied upon any representation, warranty or promise with respect to the subject matter of this contract, including, without limitation, any warranties or representations, expressed or implied, as to: (I) the value, use, tax status or physical condition of the Property, or any part thereof, repairs thereto, expenses of maintenance or operation thereof, the accuracy of any survey or plans thereof; (II) the existence of any environmentally hazardous substance on the Property or of any violations of environmental laws with respect to the Property, or (III) any other matter or thing relating to the Property. Purchaser will have an opportunity to investigate the Property and to satisfy himself as to the condition thereof. Without limiting the generality of the foregoing, Purchaser agrees to accept the Property "as is" in its present condition, subject to normal wear and tear and those matters herein specified.
5. Contract to be executed by Truist Bank in its fiduciary capacity subject to the approval of the Truist Bank authorized committee and court approval, if required.
6. Notwithstanding any other provisions of this contract, the contract may not be assigned to a third party without the prior, written approval of Seller.
7. Real Estate Taxes for the year of closing will be prorated at the time of closing, based upon the _____ taxes. Notwithstanding that the proration amount will be an estimate, Seller and Buyer acknowledge that no further proration will be made after closing.
8. Notwithstanding any other provision, the right to a commission, if any, payable to any agent representing either party to this agreement shall not vest until the transaction is closed, and the agent shall have no right to any portion of earnest money forfeitures.

Additional stipulations, if any, are attached hereto and incorporated herein by reference.

Purchaser

Seller

[Purchaser]

Truist Bank as [Capacity] for [Fiduciary Account Name]

Signature

By: _____

Truist Officer Name and Title

Date

Date