

ITEM NUMBER _____

NEW JERSEY RIDER TO PURCHASE AND SALE AGREEMENT

STATE-SPECIFIC PROVISIONS.

ATTORNEY REVIEW. THIS IS A LEGALLY BINDING AGREEMENT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD SELLER OR BUYER MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND/OR CANCEL THIS AGREEMENT.

Study by Attorney. Buyer or Seller may choose to have an attorney study this Agreement. If an attorney is consulted, the attorney must complete his or her review of this Agreement within a three (3) day period. This Agreement will be legally binding at the end of this three (3) day period unless an attorney for Buyer or Seller reviews and disapproves of this Agreement.

Counting the Time. Count the three (3) days from date of delivery of the signed Agreement to Seller and Buyer. Do not count Saturdays, Sundays, or legal holidays. Buyer and Seller may agree in writing to extend the three (3) day period for attorney review.

Notice of Disapproval. If an attorney for Buyer or Seller reviews and disapproves of this Agreement, the attorney must notify the Broker(s), auctioneer and the other party named in this Agreement within the three (3) day period. Otherwise, this Agreement will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. Personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revisions in this Agreement that would make it satisfactory.

Address for Notices. In the event Buyer's attorney disapproves of this Agreement, the Notice of Disapproval must be sent to Auction.com, Legal Department, 1 Mauchly, Irvine, CA 92618.

AIRPORT SAFETY ZONE. Seller is unaware if the Property is located in an airport safety zone as defined by the New Jersey Air Safety and Zoning Act of 1983, amended by L1991 C445.

BUILDING AND ZONING CODES. Buyer should consult the local jurisdiction for information on building and zoning codes or information about transportation beltways and/or planned or anticipated land use within proximity of the Property. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules, or regulations.

CERTIFICATE OF OCCUPANCY. Buyer shall be responsible for complying with any requirements necessary for obtaining a Certificate of Occupancy, including smoke and carbon monoxide detectors, if required by the municipality where the property is located.

ENVIRONMENTAL HAZARDS. Seller is not aware of a defect or hazard however this does not mean that it does not exist. It is the buyer's responsibility to be informed and take additional steps to further investigate.

Some potential hazards that may be found in the state include:

- Radon
- Floods
- Methamphetamine Labs
- Wood-Burning Devices
- Underground Storage Tanks
- Well & Septic Systems
- Contaminated Soils

- Groundwater

For more information on environmental hazards, visit www.epa.gov.

FAIR HOUSING ACT DISCLOSURE. Under the Federal Fair Housing Act, it is illegal to discriminate in the rental or sale of housing on the basis of race, color, national origin, religion, sex, handicap, or familial status.

FLOOD AREAS. The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the Property may be limited. Prior to executing this Agreement, Buyer has determined whether the Property is in a flood area. If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with the purchase of this property. The National Flood Insurance Program (NFIP) provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where the Property is located. Due to amendments to federal law governing NFIP, those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously as an indication of the premiums that will apply after Buyer completes the purchase for this Property. In considering the purchase of this Property, Buyer is therefore urged to consult with one or more carriers of flood insurance for a better understanding of the flood insurance coverage, the premiums that are likely to be required to purchase such insurance, and any available information about how those premiums may increase in the future

MEGAN'S LAW STATEMENT. Pursuant to New Jersey Megan's Law (NJ ST 2C:7-12 and 2C:7-13) information about specified registered sex offenders is made available to the public at <https://nj.gov/njsp/sex-offender-registry/index.shtml>.

MOLD. Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. Real property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and those individuals with immune system deficiencies, infants and children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure. Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Seller that habitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property. Buyer represents and warrants to Seller that Buyer has made his own inspection and evaluation of the Property to Buyer's complete satisfaction, and Buyer accepts the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS.

NOTICE ON OFF-SITE CONDITIONS. Pursuant to N.J.A.C. 11-5-6-4, the following Notice relating to conditions which may materially affect the value of the residential Property is provided.

Pursuant to the New Residential Construction Off-site Conditions Disclosure Act, P.L. 1995, c.253 the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Buyers may examine the lists and are encouraged to independently investigate the area surrounding this Property in order to become familiar with any off-site conditions which may affect the value of the Property. In cases where a property is located near the border of a municipality, purchasers may wish to also examine the list maintained by the neighboring municipality.

PERMITS AND REPAIRS. If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit or any form of improvement or repair to the Property (collectively, "Permits and Repairs"), Buyer acknowledges and agrees that Buyer shall be responsible for obtaining any and all of the Permits and Repairs at Buyer's sole cost and expense, including

but not limited to any certificate of use or other certification required by the ordinance. Buyer shall make application for all Permits and Repairs within ten (10) days of the Seller's Acceptance Date, such date to be the date of execution of the Agreement and any Exhibits and Addenda hereto. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules or regulations.

PRIVATE WELL. This section is only applicable if the Property's potable water supply is provided by a private well located on the Property (or the potable water supply is a well that has less than 15 service connections or does not regularly serve an average of at least 25 individuals daily at least 60 days a year).

Pursuant to the Private Well Testing Act (the "Act") (NJ ST 58:12A-26 to 37) and regulations (N.J.A.C. 7:9E - 3.1 to 5.1), if this Agreement is for the sale of real property whose potable water supply is provided from a private well and the analytical results of prior water tests no longer are valid, a test on the water supply must be performed by a laboratory certified by New Jersey Department of Engineering (NJ ST 58:12A-30). Buyer agrees to procure the test at Buyer's sole cost and expense and to provide a copy of the test results to Seller prior to closing. The test shall cover the parameters set forth in the Act and regulations. As required in the Act, prior to closing of title, Seller and Buyer shall each certify in writing that they have received and read a copy of the water test results.

If any of the water test results do not meet applicable standards at the time water test results are received, Buyer may request in writing that Seller cure or correct said conditions in the water test results. If Seller shall fail to agree to cure or correct any of the conditions set forth in the water test results within seven (7) calendar days of receiving test results or if the condition is incurable and is of such significance as to unreasonably endanger the health of Buyer, then Buyer shall have the right to void this Agreement by notifying the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this Agreement within the seven (7) day period, Buyer shall have waived his right to cancel this Agreement and this Agreement shall remain in full force, and the Seller shall be under no obligation to terminate this Agreement.

PRIVATE WASTE DISPOSAL (OTHER THAN CESSPOOL). If the Property is serviced by a private waste disposal system (other than a cesspool) then this Agreement is contingent upon receipt of a satisfactory private waste disposal test from a "qualified" testing laboratory, agency or individual. The test shall be ordered and paid for by Buyer and the results shall be furnished to the Seller or Seller's Agent no later than 30 calendar days prior to settlement. If the test reveals any deficiencies in the system, then Buyer shall have the option of declaring this Agreement null and void within (7) calendar days of receiving written notice of deficiencies and all deposit monies paid by Buyer toward the purchase price shall be refunded to Buyer. Seller shall cause the holding tank for the private waste disposal system to be cleaned before Buyer's test of the system takes place.

CESSPOOL REQUIREMENTS. This section is only applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C. 7:9A-3.16. Pursuant to New Jersey's Standards for individual Subsurface Sewage Disposal Systems, N.J.A.C.7:9A (the "Standards"), if this Agreement is for sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located, the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real property transfer, except in limited circumstances. Except as otherwise disclosed in writing, Seller makes no representation to Buyer whether a Cesspool is located at or on the Property. In the event a Cesspool is located at or on the Property, Buyer agrees that, at Buyer's sole cost and expense, Buyer shall take all actions necessary to abandon and replace any and all Cesspools located at or on the Property and replace such Cesspools with a System meeting all the requirements of the Standards or an alternate system. Buyer shall indemnify and hold Seller harmless for any and all costs, damages, claims, fines, penalties and assessments (including but not limited to reasonable attorneys' and experts' fees) arising from Buyer's violation of this paragraph. This paragraph shall survive the Closing.

POINT-OF-ENTRY TREATMENT (POET) SYSTEMS. Pursuant to N.J.A.C. 7: 1J-2.5 (c), the seller of a property with a POET system that was installed and maintained at the expense of the Spill Fund must notify the Department of Environmental Protection in writing within 30 days of executing a binding Agreement that the property is to be sold.

PROPERTY TAX DISCLOSURE SUMMARY. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership, use or property improvements may trigger reassessments of the Property that could result in higher property taxes. If Buyer has any questions concerning valuation, Buyer is advised to contact the county property appraiser's office for information.

RADON TESTING, REPORTS, AND MITIGATION. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in New Jersey. Buyer may contact the New Jersey Department of Environmental Protection for further information. Additional information regarding radon and radon testing may be obtained from the county or state health units. Buyer represents and warrants that Buyer has not relied on the accuracy or completeness of any representations that have been made by Seller and/or Seller's broker or auctioneer as to the presence of radon and that Buyer has not relied on Seller's or Seller's broker's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not qualified to advise buyers on radon treatment or its health and safety risks.

SQUARE FOOTAGE. Buyer acknowledges that the square footage of the Property has not been measured by Seller, Seller's broker or its auctioneer (including the square footage of the lot and home) and the square footage quoted on any marketing tools such as advertisements, brochures, MLS data, the auction website and any other information provided is based on information supplied to Seller and is deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon any such marketing tool and that such tools are not representations and/or warranties of Seller or its agents.

RECEIPT OF DISCLOSURES. Buyer acknowledges and agrees that Buyer has received and/or had adequate opportunity to read and understand all disclosures and documents regarding the Property made available by Seller, Seller's broker or its auctioneer in print or electronic form (the "Disclosures"), prior to entering into the Agreement, including without limitation:

- The pamphlet "Protect Your Family from Lead in Your Home";
- The documents and information made available on the internet at www.auction.com;
- The written disclosures made available at the Property and at the location where the sale of the Property is conducted;
- Any real estate brokerage relationship disclosures, such disclosures made available and provided to Buyer during the registration process, prior to bidding at auction and prior to entering into any Agreement for the purchase and sale of the Property; and,
- The disclosures listed herein and attached to the Agreement, which are incorporated into the Agreement by reference herein.

Buyer understands and acknowledges that any information provided by or on behalf of Seller with respect to the Property, including without limitation, all information in any Disclosures or brochure was obtained from a variety of sources and that Seller and Seller's broker(s) and auctioneer have not made any independent investigation or verification of such information and make no representations as to the accuracy or completeness of such information. This Property was sold to Buyer as a result of a public auction. The public auction materials provided information concerning how Buyer could inspect the Property if Buyer desired to do so. Whether or not Buyer received the public auction materials or chose to inspect the Property, Buyer understands and acknowledges that Buyer voluntarily bid at a public auction for this Property at which inspection reports prepared by an independent third party may have been available for informational purposes only and Buyer agrees to accept this Property AS-IS. The Property is subject to normal wear and tear from the date of the Agreement until Closing.

"AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" SALE. Buyer acknowledges and agrees that neither Seller nor any person acting as Seller's representative or agent has occupied the Property and that Buyer is

acquiring the Property "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" in its present state and condition, with all defects and faults, whether known or unknown, presently existing or that may hereafter arise including, without limitation:

- The value, any appraised value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology;
- The income to be derived from the Property;
- The compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- The habitability, marketability, tenant ability or fitness for a particular purpose of the Property.

Buyer shall hold harmless, indemnify and defend Seller and its representatives and agents from any claim arising from or relating to the Property. Buyer hereby fully and irrevocably releases Seller and its representatives and agents from any and all claims of any kind whatsoever, whether known or unknown, arising from or relating to the Property. This release includes claims that Buyer does not know or suspect to exist in Buyer's favor and which would materially affect Buyer's release of Seller if such claims were known by Buyer. The obligations and agreements of Buyer under this section shall survive the close of escrow or the earlier termination of the Agreement.

WAIVER OF SPECIFIC PERFORMANCE REMEDY. As a material part of the consideration to be paid or received by Buyer and Seller under the Agreement, Buyer waives all rights to file and maintain an action against Seller for specific performance and to record a Lis Pendens or notice of pendency of action against the Property if a dispute arises concerning the Agreement. Buyer agrees that the Property is not unique and in the event of Seller's default, Buyer can be adequately and fairly compensated solely by receiving a return of Earnest Money Deposit and cancellation of Buyer's obligation to purchase the Property. Upon return of the Earnest Money Deposit to Buyer, the Agreement shall be terminated, and Buyer and Seller irrevocably instruct the Closing Agent to return all funds and documents to the party that deposited them without further direction.

Seller Initials _____ Buyer Initials _____