SE File # : 923986

RIDER TO SALES AGREEMENT

Notwithstanding anything contained in the foregoing sales agreement or any exhibit, rider addendum or amendment to said sales agreement (collectively, the "Agreement") of certain improved real property commonly known as:

17238 Eldon Rock

San Antonio, TX 78247

("Property") the parties agree to modify and amend said Agreement in the following respects. In the event of any conflicts between the terms of this Rider and the Agreement (whether the Agreement terms are template terms, handwritten terms, or otherwise inserted), this Rider shall conclusively govern.

1. Financing Contingency

Earnest Deposit Amount ("Deposit") $ _____

Purchaser's Loan Program: _____Conventional _____FHA ____ VA ___Other(_____)

A.1(i) This Agreement is contingent upon the Purchaser's ability to obtain a written a loan commitment, notice of underwriting approval, or equivalent document ("Loan Approval") at current market rates. Prior to and as a condition of Seller's acceptance, Purchaser shall complete and provide the Buyer Information Form previously provided to Purchaser by BGRS, LLC (hereinafter referred to as "**Seller**"); and provide a Pre-Qualification letter with substantially the same information and in the amount as identified in the Agreement to which this Rider is attached ("Pre-Qualification"). In the event Purchaser submits a cash sale offer, then attached to said cash offer, the Purchaser must supply acceptable documentation showing proof of funds sufficient to satisfy the purchase price of the Agreement.

A.1(ii) If Purchaser is unable, despite best efforts, to obtain final Loan Approval within _____ days [if blank, fifteen (15) days] of the date of this Agreement (the "Financing Contingency Release Date"), then Purchaser shall provide Seller with a written copy of their lender's statement of credit denial, termination or change (the "Denial"). If such Denial is not delivered on or before the Financing Contingency Release Date, the Agreement and this Rider shall be deemed unconditional with regard to any financing contingency.

A.1(iii) If such Denial is delivered by the Financing Contingency Release Date, then Seller shall have the right to attempt to procure new financing substantially comparable to current market rates, or in accordance with the terms originally provided by the Purchaser within the Pre-Qualification, and with no obligation to the Purchaser to accept such terms. Should Seller attempt to procure said new financing, the Purchaser shall cooperate with Seller or with the Seller's designated Lender(s) to apply for and obtain such new financing. In the event that Seller is unable to obtain new financing for the Purchaser or should Purchaser refuse said offer of financing within Twenty (20) days from Purchaser's Denial, then this Agreement shall be terminated and all monies there before deposited shall be returned to the Purchaser.

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B. If Purchaser owns a home and this Agreement is not subject to the **closing** of said home, the Purchaser's Pre-Qualification must indicate that Purchaser is qualified without selling said home. If the Agreement is subject to Purchaser's home **closing**, Purchaser shall provide Seller within **two (2) days** of acceptance of this Agreement ("Contract Delivery Date") a copy of a fully executed contract on Purchaser's home ("Contract") and evidence from Purchaser's buyer reasonably satisfactory to Seller, that said buyer is qualified to consummate the purchase of Purchaser's home. If Purchaser fails to provide satisfactory evidence by the Contract Delivery Date or if the evidence is not satisfactory to Seller, Seller shall have the option of canceling the Agreement, this Rider, and the sale by notifying Purchaser within five (5) calendar days after the Contract Delivery Date.

C. In the event that this Agreement is not subject to a financing contingency, then, prior to any acceptance of the Agreement by the Seller, the Purchaser shall provide Seller with evidence reasonably satisfactory to Seller that Purchaser has the financial means to consummate this purchase, including, but not limited to, evidence of the source of funds and the liquidity of funds in an amount equal to or greater than the purchase price and closing costs.

2. Condition and Inspections

Purchaser must acknowledge receipt of any and all disclosure documents identified below (collectively, "Disclosures"). Said Disclosures are informational only and represent only the opinions of the individuals or firms which prepared them and Seller makes no representation, warranties or recommendation concerning said Disclosures. Purchaser further acknowledges that certain Disclosures were completed by the record owner of the Property previous to BGRS, LLC. Further, Purchaser acknowledges that the Disclosures fulfill any obligation of Seller to disclose conditions of the Property to Purchaser; and that Seller may not complete an independent investigation and/or disclosure for the Property.

Please *INITIAL* *ONLY* those items provided to Purchaser. By initialing below, Purchaser acknowledges receipt, review and acceptance of these Disclosures and agrees that THIS INFORMATION CONSTITUTES DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY AGREEMENT BETWEEN PURCHASER AND SELLER.

YES **Disclosures/Tests/Inspections/Disclaimers.** By **INITIALING** below, Purchaser acknowledges receipt of certain Disclosures provided.

_____ Disclosure Statement completed by previous record owner (Relocation form)
_____ Disclosure Statement completed by previous record owner (Local/State form)
_____ Disclosure Statement prepared by Seller (BLANK Local/State form)
_____ Notice of Affiliated Business Arrangements
_____ Lead Paint Disclosure (if the home was built prior to 1978)
_____ Indoor Air Quality Disclaimer
_____ General Home Inspection Report
_____ Major Component Inspection

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_____ Radon Inspection Report
_____ "A Citizen's Guide to Radon" and "Radon Reduction Methods" issued by the United States Environmental Protection Agency
_____ Termite/pest Inspection Report
_____ Well Inspection Report
_____ Water Quality Inspection Report
_____ Septic Inspection Report
_____ Pool Inspection Report
_____ Underground Storage Tank Inspection Report
_____ Mold Inspection Report
_____ Asbestos Inspection Report
_____ Radon Warranty: HomeBuyer's Preferred, Inc.
_____ SIRVA Privacy Policy
_____ Other (identify) _____

It is acknowledged that Seller has never occupied the Property and, as such, the Property and any fixtures, systems, appliances or other personal property conveyed are being sold in "as is" condition to the maximum extent allowed by law. Neither Seller or any of its agents make any representations or warranties concerning the Property, including but not limited to, representations regarding: the size of the buildings, square footage discrepancies, improvements, fixtures, systems, appliances, solar panels, building materials or other personal property conveyed, the presence or absence of toxic or hazardous substances, or the presence or absence of any encroachments or unrecorded easements. Purchaser further acknowledges that the Property may not be new and Purchaser does not expect the Property or any systems therein to be in the same condition nor function as new.

Purchaser shall have the right, to obtain such independent inspections, surveys, and tests (collectively, "Inspections") that Purchaser deems necessary or desirable, at Purchaser's own cost and expense, within a period of ten (10) days from the date of the Agreement ("Inspection Period"). To the extent Purchaser has waived (and only waived, but not simply modified) any of the above-described inspections in the Purchase Agreement or related addenda, those inspections and related contingencies are hereby waived in this Rider.

Within the ten (10) day Inspection Period, Purchaser shall deliver written notice to Seller that either:

A. Purchaser is satisfied with the inspection results, waives all repair and inspection contingencies, and is purchasing the Property "as is", with written notice to Seller of such; or,

B. The inspection of the Property revealed repair issues where Purchaser would seek negotiation of such repair issues. In such event, Purchaser shall identify all repair issues to Seller in writing and provide the accompanying inspection report(s).

C. If Purchaser <u>fails</u> to timely elect either <u>A</u> or <u>B</u> herein within said ten (10) day Inspection Period by written notice to Seller, Seller may terminate this Agreement with Purchaser to forfeit all amounts heretofore deposited.

Failure of Purchaser to complete Inspections and provide Seller with the professional inspection report(s) as per the terms above under (A-C) within the ten (10) day Inspection Period, shall act as an express waiver of any and all inspection and repair contingencies in the Agreement and this Rider.

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Upon notice of the repair or inspection issues to Seller, Seller shall within ten (10) days thereafter ("Inspection Resolution Period") elect one of the following:

i) Timely complete the repairs to reasonably satisfactory condition;

ii) At closing, credit the Purchaser with the mutually agreed-upon cost of the specified repair item(s), where applicable and if permitted by the relevant lending, banking or other local or state entity;

iii) Negotiate the repair issues with Purchaser, including which items are to be repaired, the cost of such repair items, and a time frame for completion of any such repairs and with the mutual understanding that closing may therefore need to be extended; or:

iv) Terminate this Agreement and return to Purchaser all earnest money deposit amounts.

Seller has no knowledge concerning the presence of radon gas, asbestos, mold, pet-related conditions, corrosive drywall, or any other toxic or hazardous substances in, around, or under the Property, and quality or type of building materials, regardless as to the source or cause of any such substance, condition or material. However, Purchaser shall not interpret Seller's lack of knowledge as a representation that the Property is free of radon gas, asbestos, mold, pet-related conditions, defective building materials, toxic or hazardous substances, or any other defects or conditions. The Purchaser hereby agrees to hold Seller, and/or its assigns harmless from any subsequent consequences, which may result from any defect, hazardous or toxic conditions, radon levels and/or the effects thereof.

IMPORTANT NOTICE – "BUYER BEWARE CLAUSE"

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY SORT WHATSOEVER REGARDING THE PROPERTY, ITS CONDITION, VALUE OR SURROUNDS AND MAY NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR LIABILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY. PURCHASER IS AGREEING TO FULLY RELY ON ITS RIGHT TO INSPECTIONS, TESTS AND SURVEYS GRANTED HEREIN TO DISCOVER ANY UNDESIRABLE OR LATENT CONDITIONS REGARDING THIS PROPERTY, AND ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS THEREON UPON WHICH PURCHASER MAY RELY. THE PROVISIONS HEREIN SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED. THE CLOSING OF THIS TRANSACTION SHALL CONSTITUTE PURCHASER'S FULL AND COMPLETE ACCEPTANCE AND RELEASE OF CLAIMS FOR ALL CONDITIONS, DEFECTS, AND INSPECTION MATTERS HEREIN.

3. Unenforceability

In the event that any provision, section, or part hereof is held to be void, voidable, unenforceable or illegal, then it shall be severed from the remainder of the Agreement and such provision shall be modified by a court of law to be enforceable and legal in such a manner as most nearly conforms to the intentions expressed within the Agreement.

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4. Arbitration

The parties acknowledge that this Rider contains a binding arbitration provision which may be enforced by either party. Any disagreement over the terms, construction, or enforcement of this agreement or any dispute whatsoever arising out of or relating to the sale of the property, the Agreement or this Rider or the condition of the property (including the arbitrability of such a matter) shall be submitted to final and binding arbitration by and under the rules of the American Arbitration Association. The Arbitration shall be governed by the Federal Arbitration Act. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the dispute. The decision of the arbitrator shall be final and binding upon the parties and enforceable by any court of competent jurisdiction. The costs of such arbitration and other litigation, including reasonable attorney fees of the other party, shall be paid by the party against which an arbitration award or finding is made. The arbitrator shall be allowed to allocate such costs and fees between the parties in an equitable manner, giving consideration to the intent of this provision, in the event that the findings or award are not conclusively for or against either party.

5. Tenant Rights

Seller hereby transfers any tenant or other rental agreement rights it may have in said Property to Purchaser. Purchaser herby accepts such assignment and agrees that no changes shall be made to any such contract or lease with the current occupant of said Property without the express written consent of occupant except that Purchaser shall be permitted to enforce any eviction remedies available to Purchaser if necessary.

6. Contingency Satisfaction

Notwithstanding any other contingency satisfaction dates contained in the Agreement or this Rider, if any contingency dates have been extended or continued then all such contingencies the Purchaser may have with respect to the Agreement and this Rider must be satisfied, released or waived in writing by Purchaser no less than Four (4) days prior to the closing date unless agreed to differently by the parties in writing. Failure of Purchaser to so satisfy, release or waive any contingency shall permit Seller, at Seller's option, to (i) cancel the Purchase Agreement, (ii) extend in writing the time for satisfaction, waiver or release and/or extend the time for closing of the Property; or (iii) proceed with closing as scheduled.

In the event that the Purchaser has any termination rights in the Agreement or this Rider, and in the event that the Purchaser exercises or gives notice of intent to exercise any such termination rights, then Seller is granted and has the right to cure the reason for said termination. Should Seller agree to fully cure as stated herein, the termination shall no longer be applicable.

7. Damages – Remedies

In the event that Purchaser is in default under any of the terms of the Agreement this Rider or any addenda, then in addition to any remedy specifically stated herein, Seller shall have all other remedies available at law or in equity, notwithstanding any limitation as may be stated in any other pre-printed contract document between the parties.

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8. Limitation of Liability

Any liability hereunder or in any other way to the Purchaser from Seller shall be limited to the assets of BGRS, LLC and not its members, managers, officers, directors, employees or assigns.

9. Closing Date; Delayed Closing Penalty; TRID Requirements

A. The federal Consumer Financial Protection Bureau ("CFPB") requires a lender providing mortgage loans to follow the Integrated Disclosure Rule ("Closing Disclosure Rule"). Pursuant to that rule the final Closing Disclosure must be received by Purchaser at least three (3) Business Days prior to the date the Purchaser becomes obligated to the mortgage loan. ("Time for Performance").

B. When Time for Performance is delayed due to the requirements of the Closing Disclosure Rule and such delay is not solely caused through any failure of Purchaser to timely act as per the Purchaser's lender's requirements for loan completion then the Closing Date (as defined below) may be delayed until the Purchaser receives a revised Closing Disclosure but in no event more than five (5) business days from the original Closing Date.

C. Upon request from Purchaser, Seller shall provide Purchaser reasonably obtainable necessary information in Seller's possession in order to estimate certain prorations concerning water, taxes, utilities, oil, and fuel tank adjustments. Purchaser and Seller understand and agree that additional calculations prior to Closing Date may be necessary to reach a more accurate rate of adjustments. Purchaser and Seller agree that no further adjustments will be made after the Closing Date.

D. Purchaser agrees to obtain and provide to Seller or to a person as directed by Seller, all contact information for Purchaser's attorney and/or Purchaser's mortgage lender attorney as soon as practicable, after Purchaser obtains all Closing Disclosure information from Lender and in no event not less than fourteen (14) days prior to the Closing Date under the Agreement.

E. Except for the delay occasioned by the Closing Disclosure Rule as set forth in section 9.B, Purchaser agrees to close on the date certain set forth in the Agreement ("Closing Date") (OR before said Closing Date only upon mutual written agreement between the parties.) In the event Purchaser fails to close by said Closing Date (or the delayed Closing Date in Section 9.B, if applicable), Purchaser shall pay to Seller a penalty of the actual carrying costs of the Property per month, prorated on a per diem basis, for every day Purchaser fails to meet the Closing Date.

10. Other

A. The Agreement is contingent upon Seller being able to deliver good and marketable title to the Property. If Seller is unable to transfer title as required above, Seller and Purchaser shall delay the Closing a maximum of _____Days (thirty (30) days if blank) beyond scheduled Closing Date to cure the problem and notify Purchaser of such cure. If good and marketable title is not delivered for any reason within this time period, then all Deposit monies shall be returned to the Purchaser. The Seller makes no covenant, representation or warranty as to the ability to deliver clear and marketable title.

B. The Purchaser acknowledges and agrees that the recorded title to the Property may be conveyed to Purchaser by a person or entity other than Seller and that the Seller on the Closing Disclosure form

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and settlement statement shall be Seller or its assignee regardless of the grantor's name on the deed to grantee.

C. On or before the date of closing, the Seller will acquire complete equitable ownership in and of the Property in a bona fide, non-fraudulent transaction for good and valuable consideration at fair market value. Seller will hold the Purchaser harmless from any claims by the record title holder concerning ownership and transfer of title of the Property to Purchaser.

D. Tax prorations and assessments, if any, shall be based upon the most recent tax bill available for the Property. Purchaser and Seller agree that no further adjustments will be made after the Closing Date, except that Purchaser shall refund to Seller any duplicate payments made by Seller. Should Seller over pay or duplicate any tax amounts ("Duplicate Payments") for any reason and where Purchaser shall rightfully owe such Duplicate Payments after the Closing Date, then, at the time of future levy, Purchaser further agrees to promptly obtain and refund to Seller all Duplicate Payments remitted by the Seller to the Lender, tax office or other closing entity.

E. If Seller shall pay any costs, expenses or charges (collectively "Charges") of the Purchaser, and Purchaser receives any payments from Purchaser's lender or from another third party, which are attributable to the Charges paid out by the Seller, including but not limited to any cure payments to the Purchaser as a result of Good Faith Estimate tolerance violations under RESPA, then Purchaser shall reimburse, credit, or otherwise refund such payments to Seller ("Reimbursements"). Said Reimbursements will be paid out at closing, however any failure to resolve at Closing Date for any reason shall not relieve the Purchaser of the obligation to provide said Reimbursements to Seller as soon as known or received by the Purchaser.

F. Seller will not accept any assignment of funds. All funds are due in immediately available funds at closing. Purchaser is not entitled to possession of the Property until the purchase proceeds have been transferred to and received by Seller.

G. Purchaser agrees to credit Seller for any fuel remaining based on a fuel reading by a fuel company.

H. The closing of this sale shall constitute Purchaser's acknowledgement that the Property and systems therein and the condition thereof, were acceptable at the time the sale was closed.

I. Purchaser shall be permitted a visual inspection of the Property no sooner than seventy two (72) hours prior to Closing Date to insure that the Property is in the condition pursuant to this Agreement, reasonable wear and tear excepted with Seller's "Notice of Completion and Acceptance of Repairs" to be executed at or before closing. This paragraph does not permit Purchaser to request repairs for any pre-existing matter not previously requested under the Condition and Inspection Section (2) except to maintain the Property's original condition.

J. Purchaser hereby releases and forever discharges Seller, Seller's agents, employees, and any other officer, director or partner, or any one of them, or any other person, firm, or corporation who may be liable by or through the Seller from any and all claims, losses or demands which may arise from any condition whether known or unknown as to the Property.

K. Both parties shall use reasonable good faith efforts to resolve any disputes prior to exercising any termination rights contained in the Agreement Rider or any addenda.

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L. Purchaser's earnest money deposit check shall be made payable to Seller's listing broker and be deposited in escrow within twenty-four (24) hours of Agreement execution, with proof of escrow deposit to Seller.

M. Seller may assign this Agreement without the consent of the Purchaser.

N. Purchaser will rely on Purchaser's own inquiry with the local sheriff's office or other authority as to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction for this information.

O. All notices and communication due under this Rider shall be in writing.

11. Facsimile Signature

This Rider shall be deemed valid and effective by original, scanned or facsimile signature. This Rider shall also be valid and effective if signed in Counterparts. If electronic signatures are used they must be accompanied by a document that contains at least the following: i) number of pages in the signed document; ii) number of signatures and initials in the signed document; iii) security level/means of identification; iv) identification number; v) IP address; vi) confirmation of hashed/encryption and security check; and, (viii) pro forma signature (an "Authentication Certificate"). As used herein, the singular shall include the plural and gender shall apply as applicable.

SELLER: BGRS, LLC

_____

By:_____

Date: _____

PURCHASER: _____

Date: _____

PURCHASER: _____

Date: _____

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