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# Texas offer checklist

We appreciate your client's interest in one of Homeward's properties! Offers submitted after 5pm and weekends or holidays will be responded to by 12pm on the next business day.

### Submitting your offer:

Complete all addenda and submit here:
https://app.homeward.com/agents/listings/a2ZPd0000040KqrMAE/submit-an-offer/

### Complete the following information and submit with the offer:

- ☐ TREC 1-4 Residential Contract
- ☐ Completed, signed and dated Homeward Sale Contract Addendum and Affiliated Business Arrangement Disclosure (see below).
- ☐ All applicable additional Addenda/Disclosures (e.g., signed Seller's Disclosure, HOA addendum, Financing addendum, etc.)
- ☐ Up-to-date lender Pre-Approval Letter for the offer price if your client is obtaining a loan
- ☐ If your client is financing the purchase with cash, please provide proof of funds.

### Tips to win the offer:

- Preferred Title Company is Homeward Title, team@homewardtitle.com
- Buyer is responsible for title policy
- Write a Closing Date of 21 days or fewer from Offer Date, no more than 30 days.
- If your clients are contingent on a home to sell, please inquire with the listing agent to find out if they qualify for one of our products to strengthen their offer
- Due to FHA regulations, we are only able to sell to FHA Buyers in limited circumstances. Please contact the Listing Agent to find out more if your client intends to make an FHA offer
- In most cases, Homeward prefers Seller Credits in lieu of repairs

### Seller's preferred mortgage company

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- Offers special financing incentives, including up to 2.0% in seller credits
- Guaranteed 21 day closing
- Eliminate the old home contingency with an Equity Unlock loan

Call / text (512) 298 - 4319 to speak with a Loan Officer or apply at apply.homewardmortgage.com.

Select Option A on the Homeward Addendum to indicate intention to work with Homeward Mortgage. Otherwise, select Option B or C.

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# Homeward Sale Contract Addendum

to

the One to Four Family Residential Contract (the "Contract")
between the undersigned parties concerning property at
**204 Ranger Dr, Boerne, TX 78006**

(the "*Property*")

Capitalized terms used in this Addendum (this "*Addendum*") shall have the same meaning ascribed to such terms in the Contract to which this Addendum is attached. To the extent there are any inconsistencies between the terms of this Addendum and the Contract to which it is attached, the terms of this Addendum shall control.

## 1) License Holder Disclosure

Seller, Homeward, Inc., Homeward Real Estate LLC, Homeward Mortgage LLC, and Homeward Title, LLC are all affiliates of each other and may share costs and fees. Homeward Real Estate LLC is a licensed real estate broker in the state of Texas (License #9007047).

## 2) Option period

The following sentence is added to the end of Section 5(B) of the Contract: "Notwithstanding anything to the contrary in this paragraph, if the last day of the Option Period falls on a Saturday, Sunday, or federal holiday, the Option Period is extended until the next day that is not a Saturday, Sunday, or federal holiday."

## 3) Third party reports

It is agreed and understood that Seller is providing any and all reports, studies, surveys, or investigations of the Property on an "AS-IS" basis, and Seller shall have no responsibility or liability for the contents of such reports, studies, surveys, or investigations. All such reports, studies, surveys, and investigations provided by Seller to Buyer in connection herewith are provided solely to accommodate Buyer's requests for them. If such reports, studies, surveys, and investigations are found to misrepresent facts or otherwise to be in error in any way, Buyer waives any and all such claims against Seller. The terms and provisions of this paragraph shall expressly survive the closing and not merge therein.

## 4) Tax proration

Notwithstanding anything to the contrary in the Contract, Buyer and Seller hereby agree and instruct the escrow agent that if Seller acquired the Property during the current tax year, the property tax credits shall be calculated by taking into account any and all tax exemptions on the Property for the prior owner (i.e., the party who sold the Property to Seller) for the time period that the prior owner owned the Property during the current tax year.

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**5) Incentive for use of Homeward Mortgage**

Buyer must fully execute this Addendum, even if they do not intend to use Homeward Mortgage's services. By checking one of the boxes below and signing below this section, Buyer hereby selects *which* financing method they will use to purchase the Property.

If Buyer selects Option A below, Seller will contribute 2.0% of the purchase price towards Buyer's Closing costs (the "Incentive") as a Seller Credit, subject to interested party contribution limits.

☐ Option A. Homeward Mortgage

Buyer elects to obtain financing for the purchase of the property through Homeward Mortgage, and is therefore entitled to a 2.0% Seller Credit Incentive, subject to interested party contribution limits.

The Incentive shall be structured as a seller concession, so please ensure the total combined seller credit (inclusive of the incentive) is also written onto the Contract as one Seller Credit. Any negotiated credits in excess of that 2.0% remain eligible regardless of the buyer's chosen lender.

If Buyer elects this Option A, Buyer authorizes Homeward Mortgage to contact Buyer at the phone number(s) and email address below.

Buyer's Phone Number (Landline): _____
Buyer's Phone Number (Mobile Device): _____
Buyer's Email Address: _____

☐ Option B. Cash Purchase

Buyer intends to purchase the Property without financing

☐ Option C. Other Lender

Buyer elects to use a Lender other than Homeward Mortgage

Buyer's entitlement to the Incentive is strictly contingent upon Buyer's use of Homeward Mortgage as Buyer's lender. Buyer may change Buyer's lender selection prior to closing by providing written notice to Seller. In the event Buyer's selection changes:

- If Buyer changes from Option A to Option B or Option C, the Incentive shall be removed from the Contract and the Seller Concessions shall be reduced accordingly.
- If Buyer changes from Option B or Option C to Option A, the Incentive may be added to the Contract by written agreement of the parties, subject to applicable limits.

Buyer is not required to use Homeward Mortgage for Buyer's home loan or Homeward Title for title insurance or escrow services as a condition for settlement of Buyer's loan on or Buyer's purchase of the Property. Seller has provided to Buyer Affiliated Business Arrangement Disclosure Statements notifying Buyer of the business relationship between Seller, Homeward, Inc., Homeward Mortgage and Homeward Title and Buyer acknowledges receipt of the same.

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This Addendum has not been approved by the Texas Real Estate Commission (the "*Commission*") and is not a mandatory Texas Real Estate Commission form. It has been prepared by Hajjar Peters, LLP to be used by Homeward, Inc. (and its affiliates) to amend a One to Four Family Residential Contract for the sale of real estate. This Addendum makes certain modifications to the Contract, including, but not limited to: (a) modifying the expiration date of the option period, and (b) requiring Buyer to get prequalified with Homeward Mortgage LLC and providing Seller rights to terminate related to the same. The Commission's rules prohibit real estate license holders from giving legal advice.

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*[Signatures follow this page]*

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**IN WITNESS WHEREOF, this Addendum is hereby entered into by the undersigned effective as of the date this Addendum is signed by all of the parties**.

**Seller:**

*Purchasing Fund 2025-5, LLC*

By:_____ Date:

Name: _____

Title:

**Buyer:**

Name: _____ Date:

Name: _____ Date:

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**IMPORTANT NOTICE FROM THE SELLER: PRIVACY AND COMMUNICATION CHOICES FOR CONSUMERS ABOUT AFFILIATE INFORMATION SHARING AND USE**

Privacy Choices About Affiliate Information Sharing and Use

**If Buyer elects Option A above and completes Buyer's contact information above, Buyer is expressly authorizing and instructing Seller to share with Homeward Mortgage a copy of the sales contract (including this Addendum) and details of the transaction. If Buyer does not want Seller to share with Homeward Mortgage a copy of the sales contract (including this Addendum) and details of the transaction, Buyer should not provide his/her contact information above.**

Communication Authorization

If Buyer elects Option A above and completes Buyer's contact information above, Buyer is expressly authorizing Homeward Mortgage to contact Buyer in any of the manners described below at the number(s) and/or email address(es) provided above to discuss the products and services offered by Homeward Mortgage (even if Buyer's telephone number is registered with Homeward Mortgage's or any state or national Do-Not-Call list). Homeward Mortgage may contact Buyer (itself or via a third party on its behalf) via telephone (landline or mobile device), text message (including SMS and MMS) (data rates and charges may apply), or email to communicate about these services. These communications may be made using an automatic telephone dialing system and/or artificial or prerecorded voice messages.

**Buyer understands that Buyer is not required to provide the authorization and consent in this Communication Authorization paragraph, and it is not a condition to purchase any property, goods, or services from Seller.**

Revocation Options and Other Important Information

By expressly authorizing these communications, Buyer acknowledges that Buyer's consent is valid until Buyer revokes it. **Buyer can revoke Buyer's consent for information sharing and usage and/or communications at any time by calling Homeward, Inc. at (512) 956-5087 or emailing Homeward, Inc. at hello@homeward.com and requesting such revocation.** Buyer understands that Buyer is not required to use or purchase any of the products or services offered by an affiliate of Seller as a condition of conducting business with the Seller

Buyer's Signature: _____ Date: _____

Buyer's Signature: _____ Date: _____

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# Affiliated Business Arrangement Disclosure Statement

From: Purchasing Fund 2025-5, LLC ("Seller")

This is to give you notice that Seller has a business relationship with Homeward Title LLC. Homeward, Inc. (i) owns, directly or indirectly, 100% of Seller, and (ii) owns 100% of Homeward Title Holdings, LLC, which owns 100% of Homeward Title LLC. Because of these relationships, choosing to work with Homeward Title LLC may provide Seller and/or Homeward, Inc. a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale, or refinance of your new or current home. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

## Homeward Title LLC (Texas)

| **Description of Services** | **Range of Charges** |
|---|---|
| Owner's Title Policy, or<br>Loan Title Policy (not simultaneous with Owner's Policy) | Policy Premium: $1,300.00 - $9,900.00<br>(depends on the amount of insurance being purchased; see Texas Promulgated Rates – Tex Dept. of Insurance to determine exact premium) |
| Simultaneous Loan Title Policy | Policy Premium: $100.00 |
| Title Endorsements | Premium: $50 - $1,000 |
| Title Services & Closing Fees | $350 - $475 |
| Title Search | $0 - $425 |
| Tax Certificates | $59.80 - $79.80 |
| E-recording Charges | $4.00 - $10.00 |
| Release Tracking | $45.00 per release |

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

_____
Buyer Date

_____
Buyer Date

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# Affiliated Business Arrangement Disclosure Statement

From: Purchasing Fund 2025-5, LLC ("Seller")

This is to give you notice that Seller has a business relationship with Homeward Mortgage LLC. Homeward, Inc. (i) owns, directly or indirectly, 100% of Seller and (ii) owns 100% of Homeward Mortgage LLC. Because of these relationships, choosing to work with Homeward Mortgage LLC may provide Seller and/or Homeward, Inc. a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale, or refinance of your new or current home. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

## Homeward Mortgage LLC

| **Description of Services** | **Range of Charges** |
|---|---|
| Loan origination fee | $415 - $1999 |
| Third-party fees | $35 - $200 (credit report, flood cert) |
| Appraisal | $500 - $1,200 |

*Homeward Mortgage LLC is compensated between 1.5% - 3.5% of the loan amount by its wholesale and correspondent lending partners.*

By signing below, I/we acknowledge I/we have read this disclosure form and understand that Seller is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

_____ _____

Buyer Date

_____ _____

Buyer Date