

RESALE CONTRACT ADDENDUM

THIS RESALE CONTRACT ADDENDUM is attached to and made a part of that certain One to Four Family Residential Contract (Resale) (“Contract”) executed by **EHOP - Dallas, Inc.**, as Seller, and _____, as Buyer, pertaining to that certain improved real property located at _____, Dallas, Texas _____. In the event of a conflict between the terms and provisions of this Resale Contract Addendum and the terms and provisions of the Contract, the terms and provisions of this Resale Contract Addendum shall control and be controlling.

1. Repairs/Renovations. Buyer does hereby acknowledge and agree that Seller has caused or is causing certain repairs and renovations to be made to the Property. Seller hereby discloses to Buyer that the repairs and renovations of the Property described on the **Resale Contract Addendum - Exhibit A** have not been completed (the “Remaining Repairs”). Upon completion of the Remaining Repairs, Seller shall deliver written notice to Buyer of the completion of the Remaining Repairs (the “Completion Notice”). Buyer shall have a period of seven (7) calendar days from the date of delivery to Buyer of the Completion Notice during which to inspect the Property to determine that the repairs and renovations made by Seller to the Property, including, the Remaining Repairs, have been completed to the satisfaction of and are acceptable to Buyer. In the event Buyer determines that the repairs and renovations to the Property made by Seller have not been completed to the satisfaction of or are not acceptable to Buyer, Buyer, as Buyer’s sole and exclusive remedy, may terminate the Contract by written notice to Seller delivered to Seller within seven (7) days after the delivery of the Completion Notice by Seller to Buyer, and upon such termination the Earnest Money shall be refunded by the Escrow Agent to Buyer and neither Buyer nor Seller shall have any further rights or obligations hereunder. In the event Buyer fails to deliver the termination notice to Seller within such seven (7) day period, Buyer shall be deemed to be satisfied with and to have accepted the Property and shall proceed to closing.

Initialed for Identification

Buyer _____ Seller _____

2. Sales Price Adjustment; Contract Amendment. Buyer acknowledges and agrees that Seller has disclosed to Buyer that Seller acquired the Property from the United States Secretary of Housing and Urban Development (“HUD”) pursuant to that certain Asset Control Area Agreement (the “ACA Agreement”) dated as of June 21, 2005, by and between HUD, as seller, and Seller, as purchaser. Seller has disclosed and does hereby disclose to Buyer that the Sales Price for the property shall be an amount equal to the Fair Market Value of the Property. Any term or provision of the Contract to the contrary notwithstanding, Seller and Buyer agree that the Sales Price for the Property shall be the Fair Market Value of the Property. The Fair Market Value (herein so called) of the Property will be determined by the appraisal obtained by Buyer’s lender or if Buyer has no lender, by an FHA Roster Appraiser hired by Seller. Seller and Buyer acknowledge and agree that prior to closing, Buyer shall deliver to Seller a copy of Buyer’s appraisal of the Property obtained by Buyer’s lender (“Buyer Appraisal”). If the Sales Price as initially set forth in the Contract exceeds or is less than the Fair Market Value of the Property as determined by the Buyer Appraisal, either Seller or Buyer may terminate the Contract by written notice to the other. In the

Property Address: _____, Dallas, Texas _____

event Seller does not elect to terminate the Contract, Seller shall deliver to Buyer written notice (“Sales Price Adjustment Notice”) of the Fair Market Value of the Property as determined by the Buyer Appraisal and Buyer and Seller shall mutually execute and deliver an amendment to the Contract (“Contract Amendment”) which Contract Amendment shall accompany the Sales Price Adjustment Notice, adjusting the Sales Price to the Fair Market Value of the Property as determined by the Buyer Appraisal. In the event Buyer does not accept the adjusted Sales Prices by Buyer’s execution and delivery to Seller of the Contract Amendment within three (3) days after Seller’s delivery of the Sales Price Adjustment Notice to Buyer, the Contract shall terminate, the Earnest Money shall be returned by the Title Company to Buyer and neither Buyer nor Seller have any further rights or obligations hereunder.

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Buyer _____ Seller _____

3. Eligible Expenses. After completion of the Remaining Repairs, Seller shall calculate the amount of Eligible Expenses (as such term is defined in the ACA Agreement). Eligible Expenses include rehabilitation costs and certain other fees and expenses incurred by Seller incident to Seller’s acquisition, ownership, maintenance, repair and resale of the Property.

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Buyer _____ Seller _____

4. HUD Subordinate Note; FMV Excess. (a) In the event the Fair Market Value of the Property as determined in accordance with Paragraph 2 of this Addendum exceeds an amount equal to 115% of the Eligible Expenses (the “FMV Excess”), at closing, Buyer shall execute and deliver to Seller for the benefit of HUD, a HUD Subordinate Note and a HUD Subordinate Mortgage in form and substance reasonably acceptable to Seller and HUD in an amount equal to the FMV Excess. The amount of the HUD Subordinate Note shall be applied as a partial payment of and credited against the Sales Price for the Property. Notwithstanding the foregoing, in the event the FMV Excess does not equal or exceed \$5,000.00, a HUD Subordinate Note shall not be executed by Buyer at closing and such FMV Excess shall be credited against the Sales Price at closing. The HUD Subordinate Note shall not bear interest and shall be in an amount equal to the FMV Excess. The HUD Subordinate Note shall be subject to possible forgiveness over a three (3) year period from the date of closing; provided, however, for eligible officers and teachers such forgiveness may occur within one (1) year and thirty (30) days after closing.

(b) Seller, in Seller’s discretion, has estimated the FMV Excess based upon a comparative market analysis, Eligible Expenses (incurred to date and future estimated) and other factors. Seller hereby discloses to Buyer that Seller’s estimate of the FMV Excess is \$ _____ (the “Estimated FMV Excess”). After completion of the Remaining Repairs and Seller’s receipt of the Buyer Appraisal, Seller shall deliver written notice to Buyer (“FMV Excess Notice”) of the FMV Excess calculated in accordance with Paragraph 4 above. In the event the FMV Excess set forth in the Completion Notice differs from the Estimated FMV Excess, then Buyer shall have a period of three (3) days after the date of delivery to Buyer of the FMV Excess Notice in which to reject the

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FMV Excess set forth therein and terminate the Contract by written notice delivered to Seller within such three (3) day period and upon such termination the Earnest Money shall be refunded by the Escrow Agent to Buyer and neither Buyer nor Seller shall have any further rights or obligations hereunder. In the event Buyer fails to reject the FMV Excess set forth in the FMV Excess Notice and terminate the Contract as provided above within such three (3) day period, Buyer shall be deemed to have accepted such FMV Excess, shall proceed to closing and the FMV Excess shall be handled in the manner described in Paragraph 4 above.

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Buyer _____ Seller _____

5. Notices. Buyer and Seller acknowledges and agrees that any and all notices contemplated by the Contract, including, this Resale Contract Addendum shall be deemed to have been delivered (a) if delivered in person, via courier, by facsimile or by email transmission (i) when received at the address of the person to whom notice is given, or (ii) obtaining evidence of such delivery, *e.g.*, courier receipt, confirmation of facsimile transmission or confirmation of email transmission; (b) if sent by a nationally recognized overnight delivery service, *e.g.*, Federal Express, UPS or Airborne Courier, on the first business day after receipt by such delivery service for overnight delivery; or (c) sent by certified United States mail on the earlier of the date of actual receipt or two (2) days after deposit in a receptacle provided by the United State Postal Service addressed to the intended party. Any and all such notices shall be delivered to Buyer or Seller at the address of Buyer and Seller specified in Paragraph 21 of the Contract. **Any term or provisions of the Contract to the contrary notwithstanding, Buyer agrees that delivery to Buyer's broker or agent specified in the "Broker Information and Ratification of Fee" provision of the Contract shall be deemed to be delivery to Buyer.**

Initialed for Identification

Buyer _____ Seller _____

6. Contract Revisions. Buyer and Seller do hereby modify and amend the Contract as provided below in this Paragraph 6.

(a) Buyer and Seller do hereby modify and amend Paragraph 7.H. of the Contract by deleting Paragraph 7.H of the Contact in its entirety and substituting in lieu a new Paragraph 7.H. which will read as follows: "Seller shall purchase a residential service contract which residential service contract provides basic buyer's coverages. Seller shall pay the cost of such residential service contract providing basic buyer's coverages in an amount not to exceed \$400.00. In the event Buyer, at Buyer's option, elects to expand the coverages of the residential service contract beyond the basic buyer's coverages, Buyer shall be responsible for the costs of such additional coverages. Seller shall purchase the residential service contract from either First American Homebuyers Protection Corporation or Home Warranty of America. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations."

Property Address: _____, Dallas, Texas _____

(b) Buyer and Seller do hereby modify and amend Paragraph 9.A.(1) of the Contract by deleting the word “general,” and substituting in lieu thereof the word “special.”

(c) Buyer and Seller do hereby modify and amend Paragraph 15 of the Contract by deleting the words “seek such other relief as may be provided by law, or both” from the third sentence of Paragraph 15 and by the addition of the words “, as Buyer's sole and exclusive remedies.” at the end of the third sentence of Paragraph 15 of the Contract.

Initialed for Identification

Buyer _____ Seller _____

7. **Initials.** By the initials above and below, Buyer acknowledges Buyer has read, understands and agrees to each of the terms and provisions contained in this Resale Contract Addendum.

Initialed for Identification

Buyer _____ Seller _____

Property Address: _____, Dallas, Texas _____

RESALE CONTRACT ADDENDUM

EXHIBIT A

Remaining Repairs