

ITEM NO. _____

SUBJECT TO CONFIRMATION ADDENDUM

Seller: _____

Buyer: _____

Note Property Address: _____

This Subject To Confirmation Addendum ("Addendum"), dated effective as of _____, amends and supplements that certain loan/note sale agreement ("Agreement") between Buyer and Seller for the purchase and sale of the note secured by the real property identified above. If there is a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. SUBJECT TO CONFIRMATION. The transaction contemplated by the Agreement is subject to, and contingent upon, Seller approving such transaction, which approval shall be granted or denied in Seller's sole and absolute discretion within _____ business days from the date of the Agreement (if blank, then five (5) business days after the date of the Agreement) ("Decision Date").

- (A) **Approval.** If Seller approves the transaction contemplated by the Agreement, Seller (or Seller's designee) shall notify Buyer in writing (by electronic mail, overnight courier or registered mail with return receipt requested) of such approval on or before the Decision Date ("Approval Notice"), and notwithstanding anything to the contrary in the Agreement, the Closing Date shall be _____ (if blank, then ten (10) calendar days after the date of the Approval Notice).
- (B) **Disapproval.** If Seller (or Seller's designee) does not send Buyer the Approval Notice on or before the Decision Date, or if Seller otherwise notifies Buyer in writing that Seller does not approve the transaction contemplated by the Agreement, then the Agreement shall be deemed terminated without further action, and Buyer and Seller shall be relieved of any further liability and/or obligation to each other under the Agreement (other than those obligations which expressly survive the termination of the Agreement). Notwithstanding anything to the contrary in the Agreement, in the event of such termination under this Section, Closing Agent is hereby instructed to return any Earnest Money Deposit to Buyer, and Seller shall be solely responsible for all cancellation fees of Closing Agent. The provisions of this Section shall survive the termination of the Agreement.

SELLER:

BUYER:

Printed Name: _____
Title (if applicable): _____

Printed Name: _____
Title (if applicable): _____

Printed Name: _____
Title (if applicable): _____

Printed Name: _____
Title (if applicable): _____

Dated: _____

Dated: _____