

Changes have been made to the listed forms with a description of what has been revised:

Short Sale verbiage-MLS Rule – verbiage regarding the list price was revised to “state if price has or has not been approved”.

Repair Request Response – added letter “D” to paragraphs 1 (both parts) and 3; “Seller’s response other than A, B, or C:”

FHA/VA Rider – wording changed regarding “Fees and Prepayments” and added “or Real Estate Agent” under Certification, in two places, paragraph 3 and 4

The following highlighted changes/additions have been made to the:

Short Sales Verbiage – MLS Rule

The following disclosure should be included in the Agent Private Remarks Section:
This transaction represents a “short sale”, and commissions are subject to adjustment by Seller’s lender which will result in a prorata adjustment in commissions received by Listing Broker(s) and Cooperating Broker(s). **This list price ... state if price has or has not been approved.**

The following highlighted changes/additions have been made to the:

Repair Request Response

SELLER’s responses:

NOTHING CONTAINED IN THIS RESPONSE SHALL RELEASE SELLER FROM SELLER’S OBLIGATION TO MAKE REQUIRED REPAIRS AS SET FORTH HEREIN UP TO THE AMOUNT SPECIFIED IN THE AGREEMENT.

1. With reference to Paragraph 13A of the Agreement: **(SELLER WARRANTIES/INSPECTION/REPAIR)**
SELLER notifies BUYER as follows regarding the requested repairs:

A. SELLER accepts and agrees to undertake and pay for the requested repairs as outlined in Buyer's Repair Request .

B. SELLER agrees that in lieu of having treatment/repair completed prior to closing Seller will give BUYER a closing cost/prepays contribution or cash credit in the amount of _____ Dollars (\$ _____) to be credited against cash due at closing, not to exceed the maximum amount allowed by Buyer's lender. If Buyer's lender will not approve the credit, then Seller shall be responsible to pay for repairs up to the amount of the credit, in the order of priority as set forth in the Repair Request.

C. SELLER agrees to make and pay for the required repairs as defined in the Agreement, up to, but not in excess of the amount stated in the Agreement, in the order of priority as set forth in the Repair Request.

D. SELLER’s response other than under A, B, or C : _____

The following highlighted changes/additions have been made to the:

FHA/VA Rider to the Deposit Receipt and Purchase and Sale Agreement

(a) **Fees and Prepayments:** SELLER shall pay all fees BUYER is not permitted to pay pursuant to FHA regulations. Those SELLER paid fees which BUYER is not permitted to pay pursuant to FHA regulations shall not exceed One Hundred Dollars (\$100.00). BUYER shall pay for prepayments and escrows for taxes, hazard insurance, FHA insurance and flood insurance, when applicable.

(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed in Paragraph 2 above, SELLER must, within 3 days after receiving notice of the excess cost, give BUYER written notice of SELLER'S intention to pay some, all or none of the excess amount. If SELLER elects to pay less than the full amount of the excess cost, BUYER may elect to pay the balance or cancel the Agreement. BUYER'S election must be in writing and provided to SELLER within 3 days after receiving written notice of SELLER'S election.

(c) **Certification:** We, the undersigned SELLER, BUYER and Broker or Real Estate Agent involved in this transaction each certify individually and jointly that the terms of the Agreement are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, the Agreement.