Asset No. 10012002616

ATTACHMENT NO. 1

GEORGIA STATE-SPECIFIC ADDENDUM TO REAL ESTATE PURCHASE AND SALE CONTRACT

This Addendum is made a part of that certain Real Estate Purchase and Sale Contract dated _____, 20___ (the "Contract"), between FDIC as Receiver for Integrity Bank [insert FDIC or name of Subsidiary Entity] of Alpharetta, Georgia _____ [inert on of the following: 1) as receiver for (Institution Name), (City & State): 2) in its corportate capacity; or 3) Form of Entity and State of formation of the subsidiary (e.g. Delaware Corporation)] **("Seller"), AND** _____ **[check one]** ☐ an individual ☐ a _____ [insert purchaser entity, type and state in which is it formed] **("Purchaser")**, covering the Property located at _____ _____ [insert street address if applicable] and more fully described in Exhibit "A" of the Contract. Except as specifically set forth herein, terms defined in the Contract shall have the same meanings herein. IF ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

ARTICLE 1. MARKETING INFORMATION; PROPERTY SOLD "AS IS;" WAIVER & RELEASE.

1.1 Marketing Information. While Seller has no reason to believe that any information provided regarding the sale of the Property contains any material inaccuracies, neither Seller or any of its agents, contractors, subcontractors, or representatives make any representations or warranties, express or implied, at law or in equity, as to the validity, accuracy or completeness of the information therein provided or in any advertisements, press releases or promotional materials with respect to the sale of the Property. Purchaser hereby acknowledges and agrees that neither Seller or its agents, contractors, subcontractors, or representatives have made any representation or warranty concerning the accuracy or completeness of any and all such information or the qualifications or competence of the persons providing same.

1.2 Property Sold "As Is." Purchaser hereby acknowledges that (i) in many instances Seller acquired the Property through the receivership of a failed financial institution (and where Seller is a wholly or partially owned FDIC subsidiary, the FDIC acquired its interest in that subsidiary through the receivership of a failed financial institution) and, accordingly, Seller (or, as the case may be, the FDIC) has little or no familiarity with the Property, and (ii) Purchaser is purchasing and Seller is selling the Property in an "AS IS" condition without representations or warranties of any kind or nature. Purchaser hereby further acknowledges for itself and its successors, heirs and assigns that Purchaser has been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon either independently or through agents of Purchaser's choosing, and that in purchasing the Property, Purchaser is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, but not limited to, the roof, foundation, soils, electrical, plumbing, heating, basement, mechanical systems, water or septic systems, geology, lot size, the existence of termites or other wood destroying insects, the presence of radon or any hazardous substances, or mold, or whether or not the Property is located in a flood zone, or whether the Property conforms to local ordinances or regulations, including zoning or the suitability of the Property for its particular use, or whether or not the Property is in compliance with any city, county, state and/or federal statutes, codes or ordinances. Purchaser is not relying on Seller or its agents as to the condition of the Property and/or any improvements thereon, including, but not limited to, each and all of the foregoing. The Property is accepted without representation or warranty of any kind or nature and in an "AS IS" condition based solely on Purchaser's own inspection thereof. Purchaser hereby acknowledges and agrees that the Purchase Price of the Property reflects the value of the Property "AS IS," including, without limitation, each and all of the foregoing matters set forth in this Section 1.2.

1.3 Waiver and Release. Purchaser, for him/herself and his/her successors, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to, and does hereby, fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees, contractors, subcontractors, and auctioneer, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property.

ARTICLE 2. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED HAZARDS. 42 U.S.C. § 4852d; 40 C.F.R. § 745.107.

NOTE TO PREPARER AND PURCHASER: Complete this Article, and this Article has application to the transaction contemplated by the Contract, only if the Property contains a residential dwelling that was built prior to 1978.

2.1 Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2.2 Seller's Disclosure. Seller discloses the following with regard to the residential dwelling(s) located on the Property (check applicable boxes and initial):

(a) Presence of known lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present (explain).

_____

_____

Purchaser's Initials: _____

(ii) ☐ Seller has no knowledge of the presence of any lead-based paint and/or lead-based paint hazards.
Purchaser's Initials: _____

(b) Lead-based paint hazard evaluation reports or assessments in Seller's possession (check (i) or (ii) below):

(i) ☐ Seller has provided Purchaser with any and all lead-based paint hazard evaluation reports or assessments in Seller's possession pertaining to the presence of lead-based paint and/or lead-based paint hazards (list any such documents).

_____

_____

Purchaser's Initials: _____

(ii) ☐ Seller has no lead-based paint hazard evaluation reports or assessments in its possession pertaining to the presence of lead-based paint and/or lead-based paint hazards.
Purchaser's Initials: _____

2.3 Purchaser's Acknowledgment. Purchaser hereby acknowledges the following (initial):

(a) Purchaser has read the Lead Warning Statement set forth above and understands its contents.
Purchaser's Initials: _____

(b) Purchaser has received the lead hazard information pamphlet "Protect Your Family from Lead in Your Home."
Purchaser's Initials: _____

(c) **Purchaser will have three (3) days from the date of execution of the Contract and this Addendum to conduct a risk assessment or inspection of the residential dwelling(s) located on the Property for the presence of lead-based paint hazards.** If within that 3-day period Purchaser provides Seller or the Title Company with a copy of a lead-based paint hazard evaluation report or assessment indicating the presence of lead-based paint and/or lead-based paint hazards within the residential dwelling(s) located on the Property, then Purchaser may, at its option, either (i) terminate the Contract by written notice thereof to Seller or the Title Company within said three (3) day period and receive the immediate return of the Earnest Money, and thereafter neither party to the Contract will have any further rights or obligations thereunder; or (ii) proceed to close the transaction contemplated by the Contract in accordance with its terms, including, without limitation, the remaining terms of this Addendum, and there shall be no reduction in the Purchase Price.
Purchaser's Initials: _____

ARTICLE 3. RADON TESTING, MITIGATION. Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and water. It has been found in homes all over the United States and is a carcinogen. Seller has no knowledge as to whether or not the Property has heretofore been tested for radon or whether or not a radon inspection/test has been conducted on the Property. Purchaser hereby acknowledges and agrees that he or she has had or will have sufficient time and opportunity prior to Closing to inspect and investigate the Property and that Purchaser, is satisfied with the level of any radon that may be present on the Property or will take appropriate measures to remediate any radon present on the Property post-Closing. Purchaser hereby agrees that Seller has no obligation under the Contract or otherwise to remediate or to pay for the remediation of any radon that may be present on the Property.

ARTICLE 4. FLOOD HAZARD AREAS. Purchaser hereby acknowledges and agrees that (i) he or she has had or will have sufficient time and opportunity prior to Closing to inspect the Property, including, without limitation, any flood hazard or flood plain maps of the area in which the Property is located, (ii) it shall be Purchaser's responsibility to determine whether or not the Property lies in any flood plain or flood hazard areas, and (iii) Purchaser shall obtain (a) for its own review, any information or notices concerning flood hazards or flood plains required by state or local law to be disclosed by a seller to a purchaser of real property, including, without limitation, any such information or notices that may be required prior to transfer or occupancy of the Property, and (b) the same on behalf of and in lieu of Seller in any case where Seller would otherwise have been required to obtain such information or notices.

Purchaser acknowledges and understands that a mortgage lender may require flood insurance in connection with the purchase of this Property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the Property. As a result, Purchaser acknowledges and agrees that it will not rely on the premiums paid for flood insurance on this Property previously, if any, as an indication of the premiums that will apply after Closing. Purchaser acknowledges that Purchaser has had sufficient time to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, and other matters related to the purchase of flood insurance for the Property. Purchaser also acknowledges that Purchaser has had sufficient opportunity to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this Property.

ARTICLE 5. PRIVATE WELL AND/OR PRIVATE SEWAGE SYSTEM. If the Property is on a private well and/or private septic system or private alternative septic sewage disposal system, Purchaser represents that he or she has caused or will cause prior to Closing the same to be inspected and has obtained or will obtain prior to Closing any required certificates or reports (including, without limitation, any certificate of completion) indicating that the well water is potable and that the septic system is not malfunctioning, is functioning satisfactorily, or is in operating condition. Furthermore, Seller and Purchaser hereby agree that it shall be the responsibility of Purchaser to obtain, prior to Closing, approval from all governmental agencies and authorities in the event a well, septic tank, and/or alternative septic sewage disposal system is needed to be placed on the Property. Because Purchaser is purchasing the Property in its "AS IS" condition, Purchaser hereby acknowledges and agrees that he or she will consequently

take appropriate remedial action following Closing to rectify any deficiency in any private well and/or private septic system or private alternative septic sewage disposal system located on the Property.

ARTICLE 6. SMOKE AND CARBON MONOXIDE DETECTORS/CERTIFICATE OF OCCUPANCY. Purchaser hereby acknowledges and agrees that (i) he or she has had or will have sufficient time and opportunity prior to Closing to inspect the Property, including, without limitation, any improvements thereto and any smoke detectors and carbon monoxide detectors therein, (ii) it shall be Purchaser's responsibility to ensure that the Property complies with all laws and regulations concerning the installation and operation of smoke detectors and carbon monoxide detectors, and (iii) Purchaser shall obtain (a) any required certificate of occupancy, certificate of land use compliance and/or certificates or approvals concerning smoke or carbon monoxide detectors required by state or local law, including, without limitation, those that may be required prior to transfer or occupancy of the Property, and (b) the same on behalf of and in lieu of Seller in any case where Seller would otherwise have been required to obtain such certificates and approvals.

ARTICLE 7. PROHIBITED PERSONS BY THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

7.1 OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. The sanctions can be either comprehensive or selective, using the blocking of assets and trade restrictions to accomplish foreign policy and national security goals. OFAC has designated certain prohibited transactions that U.S. Persons/Entities may not engage in unless authorized by OFAC or expressly exempted by Statute. In order for Seller to comply with OFAC Regulations, including but not limited to Executive Order 13224 issued on September 24, 2001, Purchaser will be required to provide seller with Purchaser's social security number or federal tax identification number. Seller will use the information provided to determine whether Purchaser is listed on the Specially Designated Nationals and/or Blocked Persons list compiled by OFAC (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf).

7.2 Purchaser agrees and acknowledges that if Seller, in its sole discretion, determines that Purchaser is listed on the Specially Designated Nationals and/or Blocked Persons list compiled by OFAC, Seller may terminate the Contract, return Purchaser's Earnest Money, and the Contract shall have no further force and effect and, except for those Sections which expressly survive Contract termination, all of Seller's and Purchaser's rights and obligations under the Contract will be forever extinguished.

Purchaser's Initials: _____

ARTICLE 8. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA). Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee [Purchaser] that withholding of tax is not required upon the disposition of a U.S. real property interest by the transferor [Seller], the undersigned hereby certifies, under penalty of perjury, the following on behalf of the transferor:

(a) The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and treasury regulations promulgated pursuant thereto);

(b) The Transferor's U.S. employer identification number is _____; and

(c) The Transferor's office address is 1601 Bryan Street, Dallas, Texas 75201.

Seller's Initials: _____

ARTICLE 9. LOCAL PROVISIONS. Purchaser is responsible, at its sole cost and expense, for complying with any and all county and municipal requirements and the requirements of any political subdivision, agency, department, commission, board, bureau or instrumentality of any county or municipality in connection with the conveyance of the Property from Seller to Purchaser, including without limitation obtaining any property inspections, meter readings, transfer stamps, and governmental approvals, and submitting any documents applicable to the Property. Seller shall reasonably cooperate with Purchaser in connection with satisfying these requirements,

including by making the Property available for inspection, but Seller shall not be required to incur any out-of-pocket expense in connection therewith.

ARTICLE 10. TRANSFER OF PROPERTY ADJACENT TO AGRICULTURAL OR SILVICULTURAL USE. Under Ga. Code Ann. § 44-1-17(a), prior to any purchase of real property located within any county which has land zoned for agricultural or silvicultural use or identified on an approved county land use plan as agricultural or silvicultural use, it shall be the purchaser's responsibility to determine whether the subject property is within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or silvicultural use. If the seller knows that the property being acquired is within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or silvicultural use, the seller shall deliver to the prospective purchaser a notice which states the following:

> It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that the property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

As set forth in Section 1.2 hereinabove, Seller has little or no familiarity with the Property and consequently does not know whether or not the Property is within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or silvicultural use.

ARTICLE 11. HAZARDOUS SITE INVENTORY. Consistent with Section 1.2 hereinabove, Seller has little or no familiarity with the Property and consequently does not know whether or not the Property is listed on a "hazardous site inventory" as described in Ga. Code Ann. § 12-8-97. Accordingly, prior to Closing and at the request of Seller hereby made, the Title Company will review the hazardous site inventory for the county in which the Property is located and inform Purchaser and Seller whether the Property is listed on such inventory. If the Property is listed on such hazardous site inventory and is designated as (i) having a known release and (ii) needing corrective action, **the Deed conveying the Property to Purchaser shall include the following notice** as required by Ga. Code Ann. § 12-8-97(b):

> This property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

Notwithstanding the foregoing and pursuant to the provisions of Section 11 of the Contract, Purchaser has, among other things, accepted all liability as between Purchaser and Seller for any environmental hazards located on or related to the Property and indemnified and held Seller harmless from and against any and all claims, liabilities, demands, or actions incident to, resulting from, or in any way arising out of such hazard.

ARTICLE 12. GEORGIA PROPERTY OWNERS' ASSOCIATION ACT. Ga. Code Ann. §§ 44-3-220 through 235 (the "POA Act"). If the Property is located in a community governed by the POA Act, Purchaser will be obligated to be a member of the property owners' association (the "POA") and to comply with all lawful provisions of the Declaration (as defined in the POA Act), including, without limitation, the obligation to pay any assessments and other common expenses levied by the POA. Purchaser's failure to pay any such assessments or common expenses could result in a lien on the Property. As a prospective purchaser of the Property, Purchaser should make

his or her own determination as to whether or not the Property is governed by the POA Act. The property owners' association instruments governing any such POA may be matters of public record and obtainable from the records office in the county where the Property is located, or otherwise obtainable from the office of the POA. Purchaser hereby acknowledges and agrees that it is Purchaser's sole responsibility to determine whether or not the Property is subject to the POA Act and any assessments or other common expenses that may be owing or payable as a result thereof.

ARTICLE 13. GEORGIA CONDOMINIUM ACT. Ga. Code Ann. §§ 44-3-70 through 44-3-117 (the "Condominium Act").

NOTE TO PREPARER AND PURCHASER: This Article has application to the transaction contemplated by the Contract, only if the Property consists of a condominium unit or units.

Because the transaction contemplated by the Contract does not involve "the first bona fide sale" of a residential condominium unit, Ga. Code Ann. § 44-3-111 shall not apply to this transaction. Ga. Code Ann. § 44-3-111(a). Otherwise, the Property is governed by the Condominium Act and Purchaser will be obligated to be a member of the condominium association and to comply with all lawful provisions of the condominium's declaration, bylaws, and rules of the association, including, without limitation, the obligation to pay all assessments for common expenses of the condominium related to the Property. Purchaser's failure to pay any such assessments or common expenses could result in a lien on the Property. Purchaser hereby acknowledges and agrees that it is Purchaser's sole responsibility to obtain and review all of the condominium governing documents from the condominium association and to determine what Purchaser's obligation will be with regard to the payment of assessments for common expenses and any other costs and expenses related to the Property as a result of the condominium regime.

ARTICLE 14. EXEMPTION FROM GEORGIA LAND SALES ACT UNDER GA. CODE ANN. §§ 44-3-4(2) OR (16). The sale of the Property from Seller to Purchaser as set forth in the Contract and herein is exempt from the Georgia Land Sales Act because either (i) there is a commercial or industrial building, condominium, shopping center, house, or apartment house located on the Property (Ga. Code Ann. § 44-3-4(2)), or (ii) **no representations, promises, or agreements are made that any improvements or amenities will be provided in or on the Property by the subdivider or Seller, but rather that any improvements or amenities will be furnished by Purchaser** (Ga. Code Ann. § 44-3-4(16)).

[Signature Page to Follow.]

PURCHASER:

_____ **[if an individual, sign on this first line, print name on second; if husband and wife, have second spouse do likewise on next two lines]**

_____

_____

_____

_____ **[if legal entity, print its name just as set forth in the Contract, including type of entity and state in which it was formed]**

_____

By: _____
[entity's representative signs here]

Print Name: _____

Title: _____

Date: _____

SELLER:

FDIC as Receiver for Integrity Bank **[print name of Seller just as set forth in the Contract, including, if applicable, type of entity and state in which it was formed]**

of Alpharetta, Georgia

_____

By: _____
[entity's representative signs here]

Print Name: _____

Title: _____

Date: _____