BLB RESOURCES

1S Owner Occupant Sales Package

Version 2/7/2012

Please fill in ALL information in the fields below to populate the Owner Occupant Package. The contract package should be complete and signed by the purchaser(s) and Selling Broker prior to submitting an offer. If the bid is accepted, the completed contract package and Earnest Money Deposit must be received by BLB Resources within **2 business days of provisional bid acceptance**.

Reset Form

Property Information

FHA Case Number: 987-654321

Property Address: 1234 Any Street, Anytown, AZ 85029, Maricopa County

(Street Address, City, State, Zip Code and County)

Purchaser(s) Information

Purchaser(s) Name:	1. John Doe	2. Jane Doe
Purchaser(s) SSN/EIN:	1. 999-99-9999	2. 888-88-8888
Purchaser(s) Phone Number:	1. (555) 555-1234	2. (555) 555-1234

Title Style (Deed): Husband and Wife

Title Name(s) and Style: John Doe and Jane Doe, Husband and Wife

Purchaser Address: 987 Main Street

Purchaser City/State/Zip: Smalltown, AZ 85029

Selling Agent/Broker Information

Brokerage Name: Bob Smith Realty

Broker Name: Bob Smith

Brokerage EIN: XX-XXXX1234 NAID: BBSMTH1234

Brokerage Address: 4521 First Street City/St/Zip: Anytown, AZ 85029

Brokerage Phone: (555) 555-9876

Selling Agent's Name: Mary Smith

Selling Agent's Cell: (555) 555-7654 Agent Email: mary.smith@bobsmithrealty.com

Purchase Information

Amounts MUST match the provisionally accepted bid

Line 3 - Purchase Price:	100,000.00	Earnest Money Deposit:	1,000
Line 5 - Closing Costs:	3,000.00	Maximum Closing Costs:	$3,000.00
Line 6a - Selling Broker Commission:	3,000.00	Commissions must match HUDHomeStore.com Bid	
Line 6b - Listing Broker Commission:	3,000.00		
Line 7 - Net to HUD:	91,000.00	Date of Offer (mm/dd/yyyy):	02/08/2012

Financing Type: ☐ FHA 203(b) ☑ FHA 203(b) Repair Escrow - in the amount of: 2,200

☐ FHA 203(k) ☐ Conventional Loan ☐ Cash

Hold as Back Up: ☑ YES ☐ NO

Lead-Based Paint Addendum Attached ☐ YES ☑ NO

If the property was built prior to 1978, the Lead-Based Paint Addendum must be included. To access this addendum, visit www.HUDHomeStore.com and view the "Addendums" tab for the case number.

Print Package

BLB RESOURCES

1S Owner Occupant Sales Package Verification

In order to expedite processing of this sales package, please verify the information below by checking the boxes after the package has been printed and completed. Please make a copy of your sales package prior to sending the original to BLB Resources via overnight delivery.

Overnight Package to:
16845 Von Karman Ave.
Suite 100
Irvine, CA 92606
(949) 261-9155

HUD Sales Contract

- ☐ FHA Case Number is correct
- ☐ Property Address includes city, state, and county
- ☐ Purchase information matches the **accepted bid**
  - Line 3: Purchase Price
  - Line 5: Closing Costs
  - Line 6a: Selling Agent Commission
  - Line 6b: Listing Broker Commission
  - Line 7: Net to HUD
- ☐ Purchaser(s) initialed **Line 12** of the sales contract
- ☐ Purchaser(s) signed and dated the sales contract (**Line 13**)
- ☐ Brokerage information including name, address, NAID, EIN, and signature
- ☐ Selling Agent name and cell phone number is correct

Earnest Money Deposit

- ☐ Certified Check or Money Order is attached
- ☐ Certified Check or Money Order is made out to "HUD OR [purchaser's name]"

Addenda

- ☐ Purchaser(s) signed the "Conditions of Sale" (page following the sales contract)
- ☐ Purchaser(s) signed the "Radon Gas and Mold Notice Release Agreement"
- ☐ Purchaser(s) and Broker signed the "Individual Owner Occupant Certification"
- ☐ Purchaser(s) and Broker signed and initialed the "Lead-Based Paint Addendum" if property was built prior to 1978
- ☐ Purchaser(s) signed the "Forfeiture and Extension Policy"
- ☐ Purchaser(s) signed the "For Your Protection: Get a Home Inspection" form
- ☐ Purchaser(s) and Broker signed the state agency disclosure form. Please note this is your state/local Buyer Representation or Agent Disclosure Agreement, *not* a BLB Resources form or a HUD form.

Prequalification Letter or Certification of Cash Funds

- ☐ Prequalification Letter is attached
- ☐ Prequalification Letter includes purchaser(s) name, amount of prequalification, and lender's contact information on lender's letterhead
- ☐ If this is a cash sale – Certification of cash funds is included (bank statement)

ATTENTION: Errors and/or Omissions on the HUD 9548 Sales Contract may result in the cancellation of the provisional bid acceptance. **Corrections to the HUD Sales Contract will require a new original to be sent overnight delivery to BLB Resources.** Please complete a detailed check of the Sales Package before sending the original.

Instructions for Sales Contract

Property Disposition Program

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0306 (exp. 6/30/2004)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required in order to administer the Property Disposition Sales Program (24 CFR Part 291). The collection of information is required in order to provide a binding contract between the property purchaser and HUD. A real estate broker or one of its agents completes this form. If this information were not collected, HUD would not be able to administer the Property Disposition Sales Program properly to avoid waste, mismanagement, and abuse. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice – The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested on this form by virtue of Title 12, United States Code, Section 1701 et seq. The Housing and Community Development Act of 1987, U.S.C. 3543 authorized HUD to collect Employer ID and/or Social Security Numbers. These numbers are used to provide information to the IRS regarding payment of commissions or other fees. HUD may also disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. Failure to provide the Employer ID Number or Social Security Number could affect your participation in HUD's Property Disposition Program.

This **Sales Contract**, identified as form HUD-9548, must be prepared and transmitted in accordance with the following instructions. The form provides an original for fiscal and legal review, signed copy for the Purchaser, and unsigned information copies for the Purchaser, the selling Broker, and HUD's designated representative..

Remove this Instruction Sheet and type the HUD Case Number in the box in the upper right.

Item 1: Type Purchaser(s) name and complete property address.

Item 2: Enter name(s) and style in which title will be taken.

Item 3: Enter Bid Amount and amount of earnest money Purchaser has deposited.

Enter holder of earnest money deposit in accordance with Seller's instructions.

Item 4: Enter when appropriate, strictly in compliance with Seller's offering. If Seller has offered the property with insured financing available, and Purchaser is buying under such means, check the first block and the applicable type of insured financing, and complete the down payment and mortgage information. If the insured mortgage involves a repair escrow (and has been so offered by Seller), also check the appropriate block and insert the amount of the repair escrow.

Note: The amounts shown for "cash due at closing" and "balance by mortgage" do not include the FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into the mortgage.

Note: If Purchaser is paying cash or applying for conventional or other financing not involving FHA, check appropriate block.

Item 5: Enter amount of financing/closing costs Seller is expected to pay.

Note: If the amount stated in Item 5 exceeds actual and typical allowable financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) owing to Seller.

Item 6: Enter dollar amount Seller is expected to pay, including any selling bonus if offered by Seller. The commission will be paid by Seller upon completion of closing.

Item 7: Enter net amount due Seller (purchase price [Item 3], less Items 5 and 6). Contract will be awarded on the basis of the greatest acceptable net return to Seller.

Item 8: Enter appropriate occupancy information. If left blank, Purchaser will be considered as an investor. If purchaser qualifies for discount, enter percent. Discount will be reduced by amounts, if any, on Line Items 5 and 6. (Do not enter discounted price on contract.)

Item 9: Enter in accordance with HUD's instructions.

Item 10: Enter appropriate back-up offer information.

Item 11: Enter if an addendum is to be attached to and made a part of this contract.

Note: Addendum not previously approved by Seller may not be made a part of this Contract. Approved addendum must be signed by, and in the same style as, those signing as Purchaser(s).

Item 12: Purchaser(s) must initial in appropriate space.

Other:

a. Failure of the Purchaser to perform in accordance with this contract may cause the Seller to retain all or a portion of the earnest money deposit. Broker must be certain this is fully explained to and understood by the Purchaser(s).

b. Enter Selling Broker's Name and Address Identifier (NAID). If broker has not been issued a SAMS NAID, complete forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, along with required documentation, and attach to this contract. Contact HUD's local designated representative.

c. The Broker is required to inform Purchaser of the Conditions of Sale on the reverse of the Sales Contract, and particularly of Purchaser's right and responsibility for satisfying itself as to the full condition of the property prior to submitting an offer to purchase and that Seller will provide no warranty or perform any repairs after acceptance of the Contract.

Signatures: Sign Original, leaving carbon inserts intact, making certain that the signature(s) appears on all copies.

Transmittal: Forward the Original with Copies 1 and 2 to HUD's designated representative. Copies 3 and 4 are to be retained by Broker and Purchaser as information copies. Upon acceptance, HUD's designated representative will return the signed Copy 1 to Broker for delivery to Purchaser(s). HUD's designated representative will retain Copy 2.

Sales Contract

Property Disposition Program

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

HUD Case No. 987-654321

1. I (We), John Doe and Jane Doe (Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:
1234 Any Street, Anytown, AZ 85029, Maricopa County
(street number, street name, unit number, if applicable, city, county, State)
2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: John Doe and Jane Doe, Husband and Wife
3. The agreed purchase price of the property is ➤ 3. $ 100,000.00
Purchaser has paid $ 1,000 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by HUD Designated Closing Agent.
4. [✓] Purchaser is applying for FHA insured financing [[ ] 203(b), [✓] 203(b) repair escrow, [ ] 203(k)] with a cash down payment of $ _____ due at closing and the balance secured by a mortgage in the amount of $ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).
[✓] Said mortgage involves a repair escrow amounting to $ 2,200.
[ ] Purchaser is paying cash or applying for conventional or other financing not involving FHA.
5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed ➤ 5. $ 3,000.00
6a. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of ➤ 6a. $ 3,000.00
6b. If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: ➤ 6b. $ 3,000.00
7. The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) ➤ 7. $ 91,000.00
8. Purchaser is: [✓] owner-occupant (will occupy this property as primary residence) [ ] investor
[ ] nonprofit organization [ ] public housing agency [ ] other government agency. Discount at closing: _____ %
Discount will reduced by amounts, if any, listed on Line Items 5 and 6.
9. Time is of the essence as to closing. The sale shall close not later than 45 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or HUD Designated Closing Agent.
10. If Seller does not accept this offer, Seller [✓] may [ ] may not hold such offer as a back-up to accepted offer.
11. Lead based paint addendum [ ] is [✓] is not attached; Other addendum [✓] is [ ] is not attached hereto and made part of this contract.
12. **Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent.** Purchaser(s) Initials: JD JD INITIAL HERE Seller's Initials: _____
13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.
Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands: (1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign)		Purchaser(s) Address:
John Doe *John Doe*	Jane Doe *Jane Doe* SIGN HERE	987 Main Street Smalltown, AZ 85029
Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens)	Phone No:	Date Purchaser(s) Signed Contract:
999-99-9999	888-88-8888	(555) 555-1234 (555) 555-1234	02/08/2012
Seller: Secretary of Housing and Urban Development By: (type name & title, & sign) X		Date Contract Accepted by HUD:

Certification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code)	Broker's EIN or SSN: (include hyphens)	SAMS NAID:
Bob Smith Realty 4521 First Street Anytown, AZ 85029	XX-XXXX1234 Signature of Broker: Bob Smith X *Bob Smith* SIGN HERE	BBSMTH1234 Broker's Phone No: (555) 555-9876

Type or print the name and phone number of sales person: Mary Smith: 555-555-7654 / mary.smith@bobsmithrealty.com

This section for HUD use only. Broker notified of:	Authorizing Signature & Date:
[ ] Acceptance [ ] Back-Up No. _____ [ ] Rejection [ ] Return Earnest Money Deposit	X

Conditions of Sale

A. All assessments, including improvement assessments which are available for payment without interest or penalty for advance payment, taxes, rent, and ground rent, if any, shall be prorated as of the closing date.

B. Seller makes no representations or warranties concerning the condition of the property, including but not limited to mechanical systems, dry basement, foundation, structural, or compliance with code, zoning or building requirements and will make no repairs to the property after execution of this contract. Purchaser understands that regardless of whether the property is being financed with an FHA-insured mortgage, Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, or any other condition that may render the property uninhabitable or otherwise unsafe. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in a condition acceptable to it, of laws, regulations and ordinances affecting the property, and agrees to accept the property in the condition existing on the date of this contract. It is important for Purchaser to have a home inspection performed on the property in order to identify any possible defects. If FHA insured financing is used, up to $200 of the cost to perform the inspection may be financed into the mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services.

C. If financing is involved in this transaction (Item 4), Purchaser agrees that should he/she/it fail to provide documentation indicating that proper loan application was made in good faith within 10 calendar days of the date this contract was accepted by Seller, and/or thereafter otherwise to put forth good faith efforts to obtain necessary financing, Seller shall have the option of rescinding this contract and retaining all or a portion of Purchaser's earnest money deposit.

D. Seller may rescind this contract and return all or a portion of Purchaser's earnest money deposit under the following conditions:
1. Seller has not acquired the property.
2. Seller is unable or unwilling to remove valid objections to the title prior to closing.
3. Seller determines that purchaser is not an acceptable borrower.

Tender of the deposit shall release the Seller from any and all claims arising from this transaction.

E. Purchaser may not perform repairs nor take possession of the property until sale is closed. Risk of loss or damage is assumed by Seller until sale is closed, unless Purchaser takes possession of the property prior thereto, in which case State law shall apply. (1) If sale involves FHA insured financing and after damage the property no longer meets the intent of Minimum Property Standards (MPS), Seller may, at its option, perform repairs or cancel the contract and return Purchaser's full earnest money deposit. If, after damage, the property still meets the intent of MPS, Purchaser has the option of accepting the property as-is, with a purchase price adjustment at Seller's sole discretion, or cancelling the contract and receiving refund of full earnest money deposit. (2) If sale does not involve FHA insured financing, Seller will not repair damage but may, at Seller's sole discretion, reduce the sale price. Purchaser has option to cancel the contract and receive refund of full earnest money deposit. Tender of the earnest money shall release Seller from any claims arising from this transaction.

F. If this property is being offered with FHA insured mortgage financing available, Seller's acceptance of this contract constitutes a commitment to insure, conditioned upon Purchaser being determined by Seller or Direct Endorsement Underwriter to be an acceptable borrower and further conditioned upon Seller's authority to insure the mortgage at the time the sale is closed.

G. Purchaser understands that Seller's listing price is Seller's estimate of current fair market value.

H. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

I. Purchaser and Seller agree that this contract shall be binding upon their respective heirs, executors, administrators, successors or assigns but is assignable only by written consent of the Seller.

J. If this property was constructed prior to 1978, Seller has inspected for defective paint surfaces (defined as cracking, scaling, chipping, peeling or loose paint on all interior and exterior surfaces). Seller's inspection found no defective paint surfaces, or if defective paint surfaces were found, Seller has treated or will treat such defective surfaces in a manner prescribed by Seller prior to closing. **Purchaser understands and agrees that the Seller's inspection and/or treatment is not intended to, nor does it guarantee or warrant that all lead-based paint and all potential lead-based paint hazards have been eliminated from this property.** Purchaser acknowledges that he/she/it has received a copy of a pamphlet which discusses lead-based paint hazards and has signed, on or before the date of this contract, the Lead-Based Paint Addendum to Sales Contact - Property Built Before 1978. Purchaser understands that the Lead-Based Paint Addendum must be signed by all Purchasers and forwarded to Seller ***with*** this contract. Contracts which are not in conformance with these requirements will not be accepted by Seller.

K. The effective date of this contract is the date it is accepted (signed) by the Seller.

L. If the amount stated in Item 5 exceeds actual and typical financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) due Seller.

M. Seller's policies and requirements with regard to earnest money (including forfeiture thereof), extensions of time in which to close the sale, back-up offers, and allowable financing and/or closing costs are detailed in instructions issued to selling brokers.

N. Seller makes no representations or guarantees that the property will, in the future, be eligible for FHA insured mortgage financing, regardless of its condition or the repairs which may be made.

O. Warning: Falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed $250,000 and/or a prison sentence of not more than two years. (18 U.S.C. 1010, 3559; 3571)

P. This contract contains the final and entire agreement between Purchaser and Seller and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this contract.

John Doe
John Doe SIGN HERE

Jane Doe
Jane Doe SIGN HERE

Electronic Filing of HUD-9548 Contract Addendum

Date: 02/08/2012 FHA Case Number: 987-654321

Purchaser(s) and Broker have elected to use the HUD-9548 contract form electronically downloaded and printed for the submission of their bid _____ (confirmation number) for the following property:

1234 Any Street, Anytown, AZ 85029, Maricopa County
Street Address (include city, state, zip code, county):

By doing so, all parties to this agreement hereby certify, warrant, and represent that in no manner has any of the information and/or content of the 9548 contract been altered. Furthermore, they certify, warrant, and represent that this is a true and correct copy of the 9548 contract.

The broker and purchaser(s) agree that (i) they have read and understand their responsibilities, as stated in the "Conditions of Sale," which is a part of the HUD-9548 Sales Contract and (ii) no contract or binding agreement exists unless and until a written HUD-9548 Sales Contract, executed by the U.S. Department of Housing and Urban Development is returned to the purchaser.

All parties to this agreement knowingly execute this addendum with full understanding that "falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed $250,000 and/or a prison sentence of not more than two years (18 U.S. C. 1010, 3559, 3571)."

Please check one of the following:

_____ I/we are a licensed Real Estate Agent/Broker or my Owner, Principal or Spouse is a licensed Real Estate Agent/Broker.

Or

✓ I/we are not a licensed Real Estate Agent/Broker or my Owner, Principal or Spouse is not a licensed Real Estate Agent/Broker.

Certification of Accuracy

The following parties have reviewed the information above and certify that to the best of their knowledge it is true and accurate. The following parties also agree to all the terms and provisions hereof.

John Doe SIGN HERE 02/08/2012
Purchaser's Name (print & sign) John Doe Date

Jane Doe SIGN HERE 02/08/2012
Purchaser's Name (print & sign) Jane Doe Date

Bob Smith Mary Smith SIGN HERE 02/08/2012
Broker/Agent's Name (print & sign) Bob Smith Date
Mary Smith

Radon Gas and Mold Notice and Release Agreement

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Property Case #: 987-654321
Property address: 1234 Any Street, Anytown, AZ 85029, Maricopa County

PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.

Purchaser acknowledges and accepts that the HUD-owned property described above (the "Property") is being offered for sale "**AS IS**" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Housing and Urban Development, his/her officers, employees, agents, successors and assigns (the "Seller") and [insert name of M & M Contractor], an independent management and marketing contractor ("M & M Contractor") to the Seller, have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or M & M Contractor or otherwise made available to Purchaser by the Seller or M & M Contractor.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or M & M Contractor as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or M & M Contractor's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING**. Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, M & M Contractor, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or M & M Contractor resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser's choosing, and hereby acknowledges reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated this ____ day of _____, 20__. 02/08/2012

John Doe SIGN HERE
Purchaser's Signature

John Doe
Purchaser's Printed Name

Jane Doe SIGN HERE
Purchaser's Signature

Jane Doe
Purchaser's Printed Name

ADDENDUM TO THE SALES CONTRACT
Property Disposition Program

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Warning: Falsifying information on this or any other form of the Department of Housing and Urban Development is a felony. It is punishable by a fine not to exceed $250,000 and/or a prison sentence of not more than two years.

987-654321

Individual Owner-Occupant Certification

I/We, John Doe and Jane Doe
submit this offer to purchase the property located at

Property address:
1234 Any Street, Anytown, AZ 85029, Maricopa County

as an owner-occupant purchaser. I/We certify that I/we have not purchased a HUD-owned property within the past 24 months as an owner-occupant. This offer is being submitted with the representation that I/we will occupy the property as my/our primary residence for at least 12 months.

Purchaser's Name
Signature & Date: John Doe SIGN HERE 02/08/2012
John Doe

Purchaser's Name
Signature & Date: Jane Doe SIGN HERE 02/08/2012
Jane Doe

Broker Certification

I certify that I have not knowingly submitted the HUD-9548, Sales Contract, for the above listed property, on behalf of an investor purchaser. I further certify that I have discussed the penalties for false certification.

Broker's Name
Signature & Date: Bob Smith SIGN HERE 02/08/2012
Bob Smith

HUD Forfeiture and Extension Policy

FHA Case Number: 987-654321

Property Address: 1234 Any Street, Anytown, AZ 85029, Maricopa County

All HUD Property Disposition sales of HUD-acquired properties are to close within 45 days (60 days if purchaser(s) are obtaining an FHA 203K Loan) of acceptance of a HUD-9548 (1/99) Sales Contract offer to purchase.

Forfeiture of Earnest Money Deposits Purchaser(s) INITIAL HERE Selling Agent: INITIAL HERE

The failure by a Purchaser to close on the sale of property within the allowable period, including any extensions approved by HUD, may result in the forfeiture of the entire earnest money deposit, except where special circumstances exist. These situations will nced to be documented and granted by HUD.

Investor Purchasers

1. Uninsured Sales – The purchaser will forfeit the entire earnest money deposit for failure to close within the allotted time, regardless of the reason
2. Insured Sales – The purchaser will forfeit fifty percent (50%) of the earnest money deposit for failure to close if the purchaser is determine by HUD or Direct Endorsement underwriter to be an unacceptable buyer. The purehaser will forfeit the entire earnest money deposit if sale fails to close for any other reason

Owner-Occupant Purchasers

The purchaser will receive a refund of the entire earnest money deposit under the following circumstances:

1. There has been a death in the immediate family (contract holder, spouse, or children living in the same household)
2. There has been a recent serious illness in the immediate family that has resulted in significant medical expenses or substantial loss of income, thus adversely affecting the purchaser's financial ability to close the sale
3. There has been a loss of job by one of the primary breadwinners, or substantial loss of income through no fault of the purchaser
4. For Insured sales, HUD (or a Direct Endorsement underwriter using HUD guidelines) determines that the purchaser is not an acceptable borrower
5. For Uninsured sales, the purchaser was pre-approved for mortgage finaneing in an appropriate amount by a recognized mortgage lender and, despite good faith efforts, is unable to obtain mortgage financing. "Pre-approved" means a commitment has been obtained from a recognized mortgage lender for mortgage financing in a specified dollar amount sufficient to purchase the property
6. For other good cause, as determined by HUD

On an uninsured sale, the purchaser will forfeit fifty pereent of the earnest money deposit in those instances where, despite good faith efforts by the purchaser, there is an inability to obtain a mortgage loan from a recognized mortgage lender.

On either type of sale, the purchaser will forfeit the entire earnest money deposit in those instances where no supporting documentation is submitted, where the documentation fails to provide an acceptable cause for the buyer's failure to close, or where documentation is not provided within a reasonable time following contract cancellation.

Earnest Money Deposit (EMD) Requirements

Earnest money deposits must be in the form of a cashier's check, money order, or other certified funds with no termination date or cancellation provision, made payable to BOTH **"HUD or Buyer(s) name."** The original EMD is to be submitted with the completed sales package within two (2) business days of bid acceptance.

Earnest Money Deposit requirements are **$500** for properties with a purchase price of $50,000 or less and **$1000** for properties with a purchase price of $50,001 or more. For vacant lots the EMD is fifty percent (50%) of the list price.

HUD Forfeiture and Extension Policy

PLEASE NOTE: If the transaction is cancelled prior to ratification of sales contract, the earnest money will be returned to the Real Estate Broker via certified mail unless otherwise noted below. BLB Resources, Inc. will NOT be held liable for any lost or misplaced checks.

US Certified Mail **UPS** **Airborne** **Fed-Ex**

Overnight Account Number:_____

This Section for BLB Resources, Inc. Use Only
Date Earnest Money Check was returned: _____
Method: **US Certified Mail** **Overnight** (UPS, Airborne, Fed-Ex)
Sent by:_____

Extension Request Requirements Purchaser(s) INITIAL HERE Selling Agent: INITIAL HERE

If scheduled closing dates cannot be met, purchasers may request extensions of the closing time. BLB Resources, Inc. may grant extensions in intervals of fifteen (15) days upon written request from the purchaser. Extensions of time to close the sale are entirely within Seller's discretion.

If granted, the following conditions apply:

- A written request for extensions must be received by BLB Resources, Inc. no later than ten (10) calendar days before the expiration of the sales contract.
- Documentation submitted with the extension request must state the cause of delay and must demonstrate evidence that a closing is imminent. Contracts that exceed the expiration date are subject to cancellation.
- Extension fees are non-refundable if the closing does not occur.
- At closing, unused extension fees will be prorated to the Purchaser and refunded by escrow.
- The granting of one extension shall not obligate the Seller to approve additional extensions, and the Seller shall declare a Default for the Purchasers' failure to close the sale upon the expiration of the original closing period or upon the expiration of the extension.
- Extensions will be for a period of fifteen (15) calendar days. Fees will be based on the Contract Sales Price of the property:
  - $10 per day if sales price is $24,999 or less
  - $15 per day if sales price is more than $25,000, but no more than $49,999
  - $25 per day if sales price is $50,000 or more
- Extension requests must be submitted through the Closing Agent. Enclosed fees must be in the form of a certified check or money order.

Allowable Closing Costs-Line 5 of Sales Contract (HUD 9548-1/99)

Upon closing of a HUD-owned single-family property, the Department will allow to be deducted from its proceeds, purchaser financing and closing costs considered to be reasonable and customary in the jurisdiction where the property is located. Form HUD-9548 (Sales Contract-Property Disposition Program), shall be used to reflect the total dollar amount HUD is expected to pay towards a purchaser's financing and closing costs. However, in no event may the costs exceed three percent (3%) of the property's gross purchase price. If the total closing costs reflected on the HUD 1 settlement statement are less than the amount indicated on the sales contract, HUD will reimburse only the actual costs charged and will not credit the purchaser with any difference either in cash or through a purchase

price. Within the three percent (3%) allowance, HUD will reimburse loan origination fees up to one percent (1%) of the mortgage. However, on an FHA 203(k) rehabilitation mortgage, HUD will reimburse one and a half percent (1.5%) of the mortgage.

Seller Disclosure

Seller makes no representations or warranties concerning the condition of the property, including but not limited to mechanical systems, dry basement, foundation, structural, or compliance with code, zoning or building requirements and will make no repairs to the property after execution of this contract. Purchaser understands that regardless of whether the property is being financed with an FHA-insured mortgage, Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, mold, or any other condition that may render the property uninhabitable or otherwise unusable. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in a condition acceptable to it, of laws, regulations and ordinances affecting the property and agrees to accept the property in the condition existing on the date of this contract. Seller disclosure concerning HOA dues, Mello Roos taxes, assessments, or any tax concerning HUD homes is based on available information but is not deemed complete or accurate. It is the responsibility of the purchaser to obtain all information concerning these issues.

Walk-Thru Inspection

All Purchasers are strongly encouraged to conduct a walk through inspection PRIOR to the close of escrow. If a Purchaser discovers a property condition that did not exist at the time of sale they must immediately notify HUD's property manager, **BLB Resources, Inc.** of the damage. Reporting of the damage does not guarantee the correction of the problem that was discovered. Each case will be looked at, and a determination will be made as to whether the damage will be repaired or proper credits given at the close of escrow if those repairs or credits are deemed to be in the best interest of the Dept. of HUD. The purchaser assumes full responsibility for the property and its condition on the date of close of escrow. The Department assumes no responsibility and will make no settlement, for damages reported to HUD after the close of escrow. (See item # 13.E of HUD Sales Contract).

Offer Exceeding Appraised Value Purchaser(s) JD JD INITIAL HERE Selling Agent: MS INITIAL HERE

I/we understand that if our offer exceeds the FHA Appraised AS-IS value and the property is being purchased with FHA Financing, I/we will be responsible for the difference in cash.

Buyer Certification

I/we certify that I/we have read and understand all three pages of this addendum and declare that I/we have been interviewed by a HUD approved Lender who has completed a loan application, verified employment, and obtained a full credit report.

I/we acknowledge this policy and by signing below I/we understand I/we will forfeit our earnest money deposit if we enter into this agreement without properly completing this qualification process.

Signatures:

John Doe SIGN HERE 02/08/2012
(Purchaser) John Doe (Date)

Jane Doe SIGN HERE 02/08/2012
(Purchaser) Jane Doe (Date)

Mary Smith SIGN HERE 02/08/2012
(Selling Agent) Mary Smith (Date)

US Department of Housing
and Urban Development (HUD)
Federal Housing Administration

OMB Approval No: 2502-0538
(exp. 06/30/2006)

For Your Protection: Get a Home Inspection

Name of Buyer (s) John Doe and Jane Doe

Property Address 1234 Any Street, Anytown, AZ 85029, Maricopa County

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

X **I/We choose to have a home inspection performed.** INITIAL HERE

____ **I/We choose not to have a home inspection performed.**

X John Doe SIGN HERE 02/08/2012 X Jane Doe SIGN HERE 02/08/2012

Signature & Date John Doe Signature & Date Jane Doe

form **HUD-92564-CN** (12/03)

BLB RESOURCES

This sales package must also include the following items:

Earnest Money Deposit

- The **original** Certified Check or Money Order in the correct amount:
  - $500 for properties with a sales price of $50,000 or less
  - $1,000 for properties with a sales price of $50,001 or more
  - For vacant lots, the EMD is 50% of the list price
- Made payable to "HUD **OR** [purchaser's name]"

Prequalification Letter or Certification of Cash Funds

- If paying cash, **proof of funds** (e.g. bank statement) must be equal to or greater than purchase price
- If obtaining financing, a valid **prequalification letter** or **Loan Status Report (LSR)** must be included
  - Includes purchaser(s) name and amount of prequalification (equal to or greater than purchase price, proof of additional funds may be required if less than purchase price)
  - Must be on lender's letterhead with lender's contact information
  - Occupancy section of LSR must state property will be purchaser's primary residence if owner-occupant purchaser

Lead-Based Paint Disclosure Addendum

- If the property was built prior to 1978.

Agency Disclosure Form

- This is your state/local Buyer Representation or Agent Disclosure Agreement, not a BLB Resources or HUD form.

Appraisal Report Request Form

- Optional, may be submitted with contract package or after ratification

If you have any questions regarding how to complete your sales contract package, please contact our Customer Service Department at (949) 261-9155, or email CSRDept@blbresources.com.

Please note BLB Resources does **NOT** process utility activation requests. Please follow the instructions on the utility activation request form for your property, and submit the form to the assigned FSM.